



ALTERATIONS TO ADMINISTRATION BUILDING PEEKSKILL CITY SCHOOL DISTRICT

APN 2226.2A

SED CONTROL NO:

ADMINISTRATION BUILDING

66-15-00-01-0-009-013

VOLUME 1

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Mosaic Associates Architects

The Frear Building, 2 Third Street, Suite 440, Troy, New York 12180
Mosaic Associates Architects, DPC

ADDRESS ALL COMMUNICATIONS REGARDING THIS
PROJECT TO THE ARCHITECT AT THE ABOVE ADDRESS

To the best of my knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of the 2020 New York State Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code, and State Education Department Building Standards. No new asbestos-containing materials (ACM) or lead materials (LM) shall be used in construction for the above referenced buildings. Work will involve known or suspected (ACM/LM) as evidenced by bulk or destruct testing, and will be REMOVED in accordance with Industrial Code Rule #56 and/or HUD guidelines and OSHA.

Architect

May 21, 2025

ACCESS OUR BID DOCUMENTS ONLINE

**GO TO MOSAIC ASSOCIATES ARCHITECTS
PROJECT WEBSITE AT**

mosaicaaplanroom.com

REGISTER FOR A FREE ACCOUNT & LOGIN

CLICK ON THE 'PROJECTS' LINK

TO VIEW BID DOCUMENTS AND THE FOLLOWING PROJECT INFORMATION:

- **CURRENT PROJECTS OUT TO BID**
- **ARCHITECTS PROJECT NUMBER (APN)**
- **PROJECT BUDGET and CONTACT INFORMATION**
- **BID DATE and TIME**
- **PLANHOLDERS LIST**
- **ISSUED ADDENDA**
- **BID RESULTS**
- **BID AWARD**

NOTICE TO BIDDERS

The Board of Education of the Peekskill City School District ("District") hereby invites the submission of Separate Sealed Bid Proposals from reputable and qualified bidders for the provision of materials and labor for the Alterations to Administration Building project in accordance with the plans and specifications for the following categories of work:

BID # ADMIN2025
GENERAL CONSTRUCTION CONTRACT
MECHANICAL CONSTRUCTION CONTRACT
ELECTRICAL CONSTRUCTION CONTRACT
Bid Opening: June 18, 2025, at 2:00 p.m.

Sealed Bid Proposals will be received until 2:00 p.m. prevailing time on June 18, 2025, at the District Office, 1031 Elm Street, Peekskill, NY 10566-3499, at which time and place the bids will be publicly opened and read aloud. Any bid received after the time and date stated above will be returned to the Bidder unopened.

Commencing on May 21, 2025, the Bidding Documents may be examined at the Office of the Architect, Mosaic Associates Architects, 2 Third Street, Suite 440, Troy, New York 12180, at pre-arranged times between the hours of 8:00 a.m. and 4:30 p.m., excluding holidays. In addition, the Bidding Documents may be obtained as follows:

Complete digital sets of Bidding Documents may be obtained online as a download for a One Hundred Dollar (\$100.00) *non-refundable* deposit at the following website: mosaicaaplanroom.com. Optionally, in lieu of digital copies, one (1) complete set of hard copy Bidding Documents may be obtained from REVplans, 28 Church Street, Unit 7, Warwick, NY 10990 Tel: 1-845-651-3845, through mosaicaaplanroom.com upon depositing the sum of One Hundred Dollars (\$100.00) for each combined set of documents. Checks or money orders shall be made payable to Peekskill City School District. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs. The bid deposit for hard copies will be returned upon receipt of plans and specifications, in good condition, within thirty (30) days after bid date, except for the lowest responsible bidder(s), whose check(s) will be forfeited upon the award of the contract(s). Addenda: All bid addenda will be transmitted to registered plan holders via email and will be available at mosaicaaplanroom.com. Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda. **Note: REVplans (mosaicaaplanroom.com) is the designated location and means for distributing and obtaining all bid package information. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. REVplans takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued.**

Each Bidder shall prepare and submit their bid proposal, along with required bid security, in accordance with the terms and subject to the conditions set forth in the "Information for Bidders". Bids must be presented on the **standard bid form** in the manner designated therein and as required by the Specifications.

All bids must be addressed to the attention of Cynthia Hawthorne, Assistant Superintendent for Business, 1031 Elm St. Peekskill NY, 10566, and enclosed in a sealed envelope clearly marked on the outside: **"Bid # ADMIN2025 for: Alterations to Administration Building". All bidders must complete the bid forms.** No bids will be considered which have not been received by the deadline set forth in this Notice. The District is not responsible for delays occasioned by any delivery service, the internal mail

delivery system of the District or any other means of delivery employed by the Bidder. No phone, fax or email bids will be accepted.

PRE-BID CONFERENCE MEETING

DATE: 1:00 p.m. on May, 29, 2025

LOCATION: Administration Building, 1031 Elm St. Peekskill NY, 10566

All interested bidders are urged to attend.

Site Visits: Knowledge of the site is crucial to obtain a proper understanding of the Work. All bidders must be fully familiar with the site. Bidders shall visit the sites of proposed work and be fully familiarized with conditions as they exist, as well as the character of the operations to be carried on under the proposed contract. All visits must be scheduled & coordinated with Carmine Crisci, Director of Facilities, in writing by email at ccrisci@peekskillschools.org. Site visits will be scheduled Monday through Friday, excluding holidays, during hours when there will be District personnel in the building and during times necessary to avoid disruption to the District's operations. Unless directed otherwise, immediately upon entering the building, report to the School Office and follow instructions of District personnel.

Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening. Bidder may not withdraw its bid until forty-five (45) days after the bid opening, except in accordance with General Municipal Law Section 103(11). Bids shall be subject, however, to the discretionary right reserved by the District to reject bids that contain conditions, omissions, exceptions or modifications, or in its sole discretion to waive any irregularities in the bids, or to reject any or all bids or to accept any bid which in the opinion of the District is in its best interest.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and the minimum wage rates to be paid under the contracts. Note that wages to workers, laborers and mechanics employed to work on this Project shall be paid in accordance with Section 220 of the Labor Law and in accordance with the Prevailing Rate Schedules found in the Project Manual. Proof of such payments will be required.

By Order of Board of Education
Peekskill City School District

By: Carmery Battle Mendez
District Clerk

Date: May 21, 2025

INFORMATION FOR BIDDERS

1. DOCUMENTS/SUBMISSION OF BIDS:

- A. Bid Documents are comprised of: Information for Bidders, Notice to Bidders, General Conditions of the Contract for Construction, Technical Specifications and Drawings, Form of Proposal, Contract Forms and Conditions, Addenda issued prior to bid date, and General and Technical requirements of the specifications and drawings.
- B. The Owner reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of the Bid Documents and to waive any informalities in or to reject any or all bids either before or after the bid opening. No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening.

2. PREPARATION OF PROPOSAL:

- A. Bidders shall prepare their bids on the "Bid" sheets furnished by the Architect and available at the Architect's Office, and as set forth in the Notice to Bidders. All blank spaces pertinent to the contract category proposal must be filled in, in both words and figures for the lump sum for which the proposal is made.
- B. All bids, together with required bid security, must be submitted in sealed envelopes bearing on the outside of the envelope the name of the bidder, bidder's address, the name of the project and the category of work covered by the bid. The sealed envelope containing the proposal, marked as above, must be enclosed in another envelope addressed to the Owner. Each bidder assumes the risk of any delay in the mail or in handling of mail by employees of the Owner or others.
- C. IMPORTANT: In the event that a prospective bidder, after securing drawings and specifications, decides not to present a proposal for the work, it is requested that the Architect be so notified at the earliest possible moment prior to the date of receipt of bids. All drawings and specifications shall be returned to the plan house where purchased as set forth in the Notice to Bidders.

3. BID PROPOSALS AND BIDDERS:

- A. The Owner reserves the right to reject any or all bid proposals and to waive any informalities or defects in such proposals either before or after the time of opening of bids.
- B. Bid may not be withdrawn after time set for receipt of bids except as set forth in section 103, subsection eleven (11) of the General Municipal Law. Bidders may not withdraw proposals within forty-five (45) days following date of opening of bids.
- C. All costs in connection with preparation and submission of bid proposals shall be borne by the bidders.

4. QUALIFICATIONS OF BIDDERS:

INFORMATION FOR BIDDERS

- A. Bidders will be required to present documentation attesting that they:
1. Have financial capability to produce and execute the project within the time periods specified.
 2. Possess a minimum of five (5) years' continuous experience as a firm doing business under the same name, engaged principally as a contractor for the work proposed.
 3. Have completed at least five (5) similar projects, listing type and scope of work, names and addresses of owners and dates of contract completion. The District has the right to verify the documentation as well as examine other aspects of the bidder's work record.
 4. Can provide tabulation of equipment and facilities at their disposal to do this work.
 5. Have a current bonding capacity to accommodate proposed work.
 6. Have the experienced staff and technical staff and organization for the project.
 7. Maintain an office with full-time employees in a commercial space.
 8. Intend to complete at least 25 percent of the Work with their own forces. General Conditions, Mobilization, etc. shall not count toward the 25 percent.
 9. The Bidder is not currently involved in bankruptcy proceedings.
 10. The Bidder is licensed to perform the work it is bidding on in the jurisdiction the work will take place.
 11. The Contractor and each Subcontractor must have a minimum of five (5) years' experience in the work and/or applicable trade they will provide with their own forces.
 12. The bidder shall provide a complete Schedule of Values on an AIA form G703. Said Schedule shall be revised and resubmitted until satisfactory to the Architect. All project phases, activities and work items shall be broken out individually with lines for both labor and materials. In addition to this and to the required retainage, the Schedule of Values must be structured with the requirements set forth in the General Conditions of Contract for Construction.
 13. The bidder is required to complete/submit any information required by the "Qualifications of Bidders" and "Statement of Bidders Qualifications" forms contained herein with its bid.
 14. It is assumed that in preparing this bid, the Bidder has already compiled this information, and that it is being made available for reference with completing this package. All information contained above in Items 1 through 13 must be submitted to the Architect prior to award of contracts. Failure to provide this information may result in disqualification of bidder.
- B. The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work.

5. BID SECURITY:

- A. Each bid must be accompanied by bid security, which may be in the form of certified check of the bidder, cashier's check or by a bid bond prepared on a standard approved form, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business within the State of New York.

INFORMATION FOR BIDDERS

- B. Bid security shall be in an amount not less than 10 percent of the base bid and alternates or not less than 10 percent of the sum of base bids and alternates where such base bids may be considered cumulative. Such bid security will be returned to all, except the three lowest formal bidders, within three business days after the formal opening of bids and the remaining security will be returned to the three lowest bidders within 48 hours after the Owner and the accepted bidder have executed a contract. If no contract has been so executed within 45 days after the opening of bids, bid security will be returned upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.
6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:
- A. The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within 15 days after he had received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid, as specified in Paragraph 5.
7. CONDITIONS OF WORK:
- A. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in its bid.
 - B. Insofar as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause an interruption of or interference with the work of any other contractor.
8. ADDENDA AND INTERPRETATIONS:
- A. No interpretations of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Discrepancies, ambiguities, or doubts as to the intent of the bidding document should be communicated to the Architect in writing for interpretation. Every question for such interpretations shall be submitted via email to Project Manager: Steven Lovelett, slovelett@mosaicaa.com.
 - B. Any and all such interpretations and any supplemental instruction will be in the form of Addenda.
 - C. All bid addenda will be transmitted from REVplans to registered plan holders via email and will also be available at <https://mosaicaaplanroom.com>. Plan holders who have paid for hard copies of the bidding documents will need to make the determination if hard copies of the addenda are required for their use, and coordinate directly with REVplans for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.
9. SECURITY FOR FAITHFUL PERFORMANCE:

INFORMATION FOR BIDDERS

- A. Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner three (3) copies of an executed bond in the amount of 100 percent of the accepted bid as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the standard form of Performance Bond, Labor and Materials Payment Bond, AIA Form A312 2010 and having as surety thereon such surety company or companies are A. M. Best rated at "A/XII or better, appear on the Treasury Department's list of "Approved Sureties", are authorized to transact business in New York State, and are acceptable to and approved by the Owner.
- B. All bonds for this Project must comply with the requirements set forth in the General Conditions of the Contract for Construction at Article 11.

10. POWER OF ATTORNEY:

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified copy of their power of attorney to sign said bonds.

11. STATE LAWS AND REGULATIONS:

- A. The Contractor and each and every subcontractor performing the work at the site of the project to which this contract relates shall comply with the applicable provisions of the "Labor Law", as amended, of the State of New York, and all other applicable laws and regulations governing such activities.

12. OBLIGATION OF BIDDER:

- A. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the drawings and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.
- B. Bidders shall be presumed to have visited the site prior to submission of proposals and to have familiarized themselves with surface and subsurface conditions, existing structures and any and all conditions that may in any way affect the work. Failure to have so acted shall in no way relieve bidders from any obligations in respect to their bids.
- C. If the bidder, prior to the submission of his bid, fails to notify the Architect in writing of the existence of any condition, ambiguity, inconsistency or error in any of the Contract Documents, or of a conflict between provisions in a Contract Document and provisions of a State Law or any applicable code, rule or regulation, its bid will be conclusively presumed to have been based upon the interpretation of such ambiguity or inconsistency, or the directions correcting such error or conflict which may subsequently be given by the Architect.

13. EXEMPTION FROM SALES AND COMPENSATING USE TAXES:

- A. The Owner is exempt from payment of sales and compensation use taxes of the State of New York and of cities, counties and other subdivisions of the State, for

INFORMATION FOR BIDDERS

materials sold to it pursuant to the provisions of this contract. These taxes are not to be included in bids.

- B. Contractor's purchases of tangible personal property which does not become an integral component part of the exempt organization's real property, and are consumed by the Contractor as well as purchases of taxable services, are subject to tax.

14. TIME OF COMPLETION:

- A. Bidders are advised that time of completion is of the essence and shall be taken into account by the bidders in the preparation of the proposals.
- B. See spec Section 011000 "Summary - Special Conditions," "Time of Completion and Sequence of Operation."

15. EQUIVALENTS/SUBSTITUTIONS:

- A. Equivalents: In accordance with Article 6(W) of the General Conditions of the Contract for Construction, the Contractor shall indicate in writing, prior to award of contract the proposed equivalents.
- B. Substitutions: For consideration by the Owner, the Bidder may propose to use in the work substitute items in lieu of those specified in accordance with the procedures/requirements set forth in Article 6(X) of the General Conditions of the Contract for Construction.

16. SUBCONTRACTORS:

- A. Subcontractors must be persons or firms that perform work with persons either in their direct employ or over whom they have personal and direct supervision.
- B. Requests for approval of major subcontractors, and other subcontractors as may be designated by the Architect, shall include a written statement by the proposed subcontractor that delivery and installation of materials and equipment can and will be performed in accordance with the approved progress schedule.
- C. Refer to Article 5 of the General Conditions of the Contract for Construction regarding additional subcontractor requirements.

17. MINIMUM WAGE RATE SCHEDULE:

- A. Wage Rates: In accordance with Section 220, Subdivision 3, and 220-D of the New York State Labor Law, there shall be paid each employee engaged in work on the project under this contract in the trades or occupations on the following list, not less than the prevailing rate set for the trade or occupation in which he is engaged.
- B. Unlisted Wage Rates: In the event that Contractor wishes to employ occupations other than listed, he shall request the establishment of a rate for that occupation and he shall pay the rate so established. This payment shall be retroactive if applicable.

INFORMATION FOR BIDDERS

- C. Wage Rate Re-determination: New Wage Rates may be re-determined during the course of work under this contract by the New York State Department of Labor; Contractors shall use the re-determined Wage Rates when applicable. The contract will not be changed nor will the Owner pay for any Wage Rate increases after the bids have been opened and the contract awarded.
 - D. Requested Wage Rate Schedules: See attached Wage Rate Schedule.
18. EXAMINATION OF BUILDING:
- A. See Page B-2.
19. LIQUIDATED DAMAGES:
- A. Refer to Article 13 of the General Conditions of the Contract for Construction.
20. REQUIRED BID INFORMATION
- A. In addition to any other information/documentation required by these Information for Bidders or other Bid Documents, the following information/documentation must be completed, signed, notarized and submitted with each bid to be considered a complete and responsive bid. Failure to include any required document in the bid submission may lead to disqualification or rejection of a bid, at the sole discretion of the Owner.
 - 1. Bid Proposal Form
 - 2. Security – Bid Bond or Certified Check
 - 3. Non-Collusive Form
 - 4. Qualifications of Bidders Documents and Statement of Bidder's Qualifications
 - 5. Iran Divestment Act Certification or Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act
 - 6. Insurance Coverage Certification
 - 7. Sexual Harassment Certification
 - 8. Hold Harmless Agreement
 - 9. Labor Law Section 220-i Certification and NYS DOL Certificates of Contractor Registration
 - 10. For Single Prime Contracts, List of Subcontractors – Provide in a sealed envelope along with bid.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Peekskill City School District

Jessica Meisner
2 Third Street
Suite 440
Troy NY 12180

Schedule Year 2024 through 2025
Date Requested 09/22/2024
PRC# 2024012058

Location Administration Building
Project ID# 2226.2A
Project Type Conversion of abandoned pool area on lower level into three classrooms, with accompanying toilet rooms and entrances.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is **REQUIRED** to provide complete copies to all prime contractors who in turn **MUST**, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The ["Public Work Project"](#) notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Peekskill City School District

Jessica Meisner
2 Third Street
Suite 440
Troy NY 12180

Schedule Year 2024 through 2025
Date Requested 09/22/2024
PRC# 2024012058

Location Administration Building
Project ID# 2226.2A
Project Type Conversion of abandoned pool area on lower level into three classrooms, with accompanying toilet rooms and entrances.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

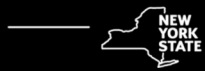
Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Westchester County General Construction

Boilermaker	09/01/2024
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JOB DESCRIPTION BoilermakerDISTRICT 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES		
Per Hour:	07/01/2024	01/01/2025
Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS		
Per Hour:		
Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:		
	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter	09/01/2024
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JOB DESCRIPTION CarpenterDISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES	
Per hour:	07/01/2024

Piledriver	\$ 60.59 + 10.00*
Dockbuilder	\$ 60.59 + 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 45.79
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OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour
(1)year terms:

1st	2nd	3rd	4th
\$26.98	\$32.58	\$40.96	\$49.35
+ 5.50*	+ 5.50*	+ 5.50*	+ 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms:	\$ 32.34
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8-1556 Db

Carpenter	09/01/2024
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JOB DESCRIPTION CarpenterDISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2024

Carpet/Resilient Floor Coverer	\$ 55.05 + 8.25*
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*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:
\$ 39.45

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:	1st	2nd	3rd	4th
	\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33

+ 1.85* + 2.35* + 2.85* + 3.85*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.22	\$ 16.22	\$ 19.32	\$ 20.32

8-2287

Carpenter**09/01/2024**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
+ 10.00*

Marine Tender \$ 55.00
+ 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter**09/01/2024**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2024

Building
Millwright \$ 59.35
 + 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.16	\$ 37.61	\$ 43.06	\$ 53.96
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 30.56	\$ 33.09	\$ 36.27	\$ 40.69

8-740.1

Carpenter

09/01/2024

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:
07/01/2024

Timberman \$ 55.59
 + 10.26*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per Hour:
07/01/2024

\$ 44.96

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

1st	2nd	3rd	4th
-----	-----	-----	-----

\$24.96	\$30.07	\$37.72	\$45.38
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All terms \$ 31.95

8-1556 Tm

Carpenter

09/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2024

Core Drilling:

Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

09/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

Applies to CAPRENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Base Wage	\$ 42.76	\$ 1.25**	\$ 1.25**
	+\$6.62*		

*For all hours paid straight or premium.

**To be allocated at a later date.

SHIFT WORK

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 year terms at the following wage rates:

1st	2nd	3rd	4th
\$ 21.38	\$ 25.66	\$ 29.93	\$ 34.21
+3.84*	+3.84*	+3.84*	+3.84*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.25

11-279.1B/HH

Electrician

09/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician

09/01/2024

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour:	07/01/2024	04/17/2025
*Electrician/A-Technician	\$ 56.75	\$ 58.75
Teledata	56.75	58.75

*All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 59.39	\$61.09

OVERTIME PAY

See (A, G, *J, P) on OVERTIME PAGE

*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

	07/01/2024	04/17/2025
1st term	\$ 16.00	\$16.00
2nd term	17.00	17.00
3rd term	19.00	19.00
4th term	21.00	21.00
MIJ 1-12 months	26.50	26.50
MIJ 13-18 months	30.00	30.00

Supplemental Benefits per hour:

	07/01/2024	04/17/2025
1st term	\$ 12.40	\$ 12.72
2nd term	15.07	15.89
3rd term	16.40	17.23
4th term	17.73	18.57
MIJ 1-12 months	15.72	15.89
MIJ 13-18 months	16.17	16.29

8-3/W

Electrician

09/01/2024

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour	07/01/2024	04/17/2025
Electrician -M	\$ 30.00	\$ 30.00
H - Telephone	30.00	30.00

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

SUPPLEMENTAL BENEFITS

	07/01/2024	04/17/2025
Electrician &		
H - Telephone	\$ 16.17	\$ 16.29

OVERTIME PAY

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

Elevator Constructor

09/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

07/01/2024

03/17/2025

Elevator Constructor

\$ 80.35

\$ 83.37

Modernization &
Service/Repair

63.16

65.54

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor

\$ 46.367

\$ 47.654

Modernization &
Service/Repairs

45.217

46.470

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term*
50%

2nd & 3rd Term*
50%

4th & 5th Term
55%

6th & 7th Term
65%

8th & 9th Term
75%

* Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor, Modernization & Service.
Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

SUPPLEMENTAL BENEFITS:

07/01/2024

03/17/2025

Elevator Constructor

1st Term

\$ 0.00

\$ 0.00

2nd & 3rd Term

36.15

36.90

4th & 5th Term

37.19

37.99

6th & 7th Term

38.80

39.70

8th & 9th Term

40.41

41.40

Modernization &
Service/Repair

1st Term

\$ 0.00

\$ 0.00

2nd & 3rd Term

36.15

36.90

4th & 5th Term

37.19

37.99

6th & 7th Term

38.80

39.70

8th & 9th Term	40.41	41.40	4-1
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Elevator Constructor	09/01/2024
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JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2024	01/01/2025
Mechanic	\$ 70.15	\$ 73.07
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS

Per hour	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

Glazier	09/01/2024
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JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2024	05/01/2025
		Additional
Glazier, Glass Tinting and Window Film	\$ 63.28	\$ 1.11***
Scaffolding, including swing scaffold	67.28	
*Mechanical Equipment	64.28	
**Repair & Maintenance	30.76	

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2024

Glazier, Glass Tinting \$ 42.13
Window Film, Scaffolding
and Mechanical Equipment

Repair & Maintenance 24.62

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term \$ 22.34
2nd term 30.64
3rd term 40.87
4th term 50.14

Supplemental Benefits:

(Per hour)

1st term \$ 19.27
2nd term 27.34
3rd term 32.85
4th term 36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

09/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2024

Insulators
Heat & Frost \$ 71.01

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators \$ 36.76
Heat & Frost

OVERTIME PAY

See (B, E, *Q, V) on OVERTIME PAGE

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

1st	2nd	3rd	4th
\$ 31.96	\$ 39.06	\$ 46.16	\$ 53.26

Supplemental Benefits:

\$ 16.56 \$ 20.23 \$ 23.91 \$ 27.06

4-12

Insulator - Heat & Frost

09/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2024

Insulator \$ 60.85

Discomfort & Additional Training** 63.92

Fire Stop Work* 32.97

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 38.25

Discomfort & Additional Training 40.32

Fire Stop Work:
Journeyworker 19.48

OVERTIME PAY

See (B, E, E2, Q, *T) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 32.97	\$ 38.54	\$ 44.12	\$ 49.70

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 34.51	\$ 40.38	\$ 46.27	\$ 52.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 19.48
2nd term	23.23
3rd term	26.98
4th term	30.74

Discomfort & Additional Training Apprentices:

1st term	\$ 20.50
2nd term	24.47

3rd term	28.43	
4th term	32.39	
		8-91

Ironworker	09/01/2024
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JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	01/01/2025 Additional
Stone Derrickmen Rigger	\$ 75.40	\$ 1.64*
Stone Handset Derrickman	72.55	1.11*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 45.52
Stone Handset Derrickman	44.76

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:	1st	2nd	3rd	4th
07/01/2024	\$ 37.20	\$ 53.28	\$ 59.32	\$ 65.36

Supplemental Benefits:

Per hour:				
07/01/2024	23.27	34.39	34.39	34.39

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2024	\$ 35.78	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:				
07/01/2024	22.95	34.08	34.08	34.08

9-197D/R

Ironworker	09/01/2024
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JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	01/01/2025
Ornamental	\$ 47.65	Additional
Chain Link Fence	47.65	\$ 1.25/hr*

Guide Rail 47.65

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 66.29

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms

07/01/2024

1st Term \$ 25.98

2nd Term 28.45

3rd Term 30.80

4th Term 34.39

Supplemental Benefits per hour:

1st Term \$ 16.29

2nd Term 18.29

3rd Term 19.29

4th Term 20.29

4-580-Or

Ironworker

09/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

07/01/2024

01/01/2025

Ironworker:

Structural \$ 57.20

Bridges

Machinery

Additional

\$ 1.75/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 89.85

OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st \$ 30.23

2nd 30.83

3rd - 6th 31.44

Supplemental Benefits

PER HOUR PAID: 62.47

4-40/361-Str

Ironworker

09/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2024

Reinforcing &
Metal Lathing \$ 56.95

"Base" Wage 55.20
plus \$ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:
Reinforcing & Metal Lathing \$ 44.63

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 51.13
Double Time 57.63

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour:			
\$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage			
\$21.00	\$26.80	\$33.10	\$35.60
plus \$1.55	plus \$1.58	plus \$1.58	plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.17	\$21.34	\$22.00	\$22.50
After 01/01/2020:			
1st term	2nd term	3rd term	4th Term
Wage Per Hour:			
\$ 22.55	\$ 23.60	\$ 24.60	\$ 25.65
"Base" Wage			
\$21.00	\$22.00	\$23.00	\$24.00
plus \$1.55	plus \$1.60	plus \$1.60	plus \$1.65

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.40	\$17.40	\$16.45	\$15.45

Laborer - Building	09/01/2024
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JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour 07/01/2024

Laborer \$ 43.40
plus \$5.45**

Laborer/Asbestos & Hazardous
Materials Removal \$ 45.05*
plus \$5.45**

* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2024

Journeyworker \$ 31.95

OVERTIME PAY

See (B, E, E2, Q, *V) on OVERTIME PAGE

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
\$ 28.08	\$ 31.90	\$ 35.72	\$ 39.54

Supplemental Benefits per hour:

Apprentices
All terms \$ 23.60

8-235/B

Laborer - Heavy&Highway	09/01/2024
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JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Airline, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour) 07/01/2024

GROUP I	\$ 50.62*
GROUP II	49.27*
GROUP III	48.87*
GROUP IV	48.52*
GROUP V	48.17*
GROUP VIA	50.17*
Operator Qualified	
Gas Mechanic(A Mech)	60.62*
Flagperson	41.82*

*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK

A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour	\$ 27.78
Over 40 Hours	
Per Hour	21.03

OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies

For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

	1st term	2nd term	3rd term	4th term
	1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
07/01/2024	\$ 28.07	\$ 33.12	\$ 37.94	\$ 42.76

Supplemental Benefits per hour:

1st term	\$ 3.85 - After 40 hours: \$ 3.50
2nd term	\$ 3.95 - After 40 hours: 3.50
3rd term	\$ 4.45 - After 40 hours: 3.90
4th term	\$ 5.00 - After 40 hours: 4.40

8-60H/H

Laborer - Tunnel

09/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2024	06/01/2025
Class 1	\$ 57.05	\$ 58.55
Class 2	59.20	60.70
Class 4	65.60	67.10
Class 5	49.90	51.40

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT WORK

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 36.98	\$ 38.23
Benefit 2	55.39	59.99
Benefit 3	74.58	76.73

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

09/01/2024

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment/operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

Lineman, Tech, Welder	\$ 61.91
Crane, Crawler Backhoe	61.91
Cable Splicer-Pipe Type	68.10
Cert. Welder-Pipe Type	65.01

Group B:

Digging Mach Operator	55.72
Tractor Trailer Driver	52.62
Groundman, Truck Driver	49.53
Equipment Mechanic	49.53
Flagman	37.15

Additional \$1.00 per hour for entire crew when a helicopter is used.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

07/01/2024

Group A	\$ 30.90
	*plus 7% of the hourly wage paid

Group B	\$ 26.90
	*plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90

*plus 7% of
the hourly
wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWest

Lineman Electrician - Teledata

09/01/2024

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

01/01/2025

Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

09/01/2024

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour: 07/01/2024

Group A:

Lineman, Technician	\$ 55.95
Crane, Crawler Backhoe	55.95
Certified Welder	58.75

Group B:

Digging Machine	50.36
Tractor Trailer Driver	47.56
Groundman, Truck Driver	44.76
Equipment Mechanic	44.76
Flagman	33.57

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A

\$ 30.90
*plus 7% of
the hourly
wage paid

Group B

\$ 26.90
*plus 7% of
the hourly
wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWestLT

Mason - Building	09/01/2024
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2024	12/02/2024
		Additional
Tile Setters	\$ 63.91	\$ 0.71*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 27.66*
	+ \$8.50

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 hour) term at the following wage rate:

Term:									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-
750	1500	2250	3000	3750	4500	5250	6000	6750	7000
07/01/2024									
\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	\$50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024									

\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
+\$.76	+\$.81	+\$.91	+\$.96	+\$ 1.43	+\$ 1.48	+\$ 1.91	+\$ 1.97	+\$ 4.57	+\$ 5.18

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building

09/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2024

Bricklayer	\$ 47.44
Cement Mason	47.44
Plasterer/Stone Mason	47.44
Pointer/Caulker	47.44

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 38.50
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OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building

09/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building

	07/01/2024	01/01/2025
Wages per hour:		Additional
Mosaic & Terrazzo Mechanic	\$ 60.98	\$ 1.06*
Mosaic & Terrazzo Finisher	58.96	

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 31.36* + \$9.78
Mosaic & Terrazzo Finisher	\$ 31.36* + \$9.77

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2024	\$ 25.19	\$ 32.39	\$ 38.18	\$ 40.78	\$ 49.00	\$ 55.75

Supplemental Benefits per hour:

07/01/2024	\$7.12* + 3.43	\$9.16* + 4.40	\$17.22* + 5.87	\$23.86* + 6.84	\$24.86* + 7.83	\$27.36* + 8.80
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

09/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2024	01/06/2025
		Additional

Building-Marble Restoration:

Marble, Stone &	\$ 47.72	\$ 0.57*
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Terrazzo Polisher

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:
Marble, Stone &
Polisher \$ 31.50

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72
Supplemental Benefits Per Hour: 29.06	29.87	30.69	31.50

9-7/24-MP

Mason - Building

09/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2024	01/06/2025 Additional \$ 0.75*
Marble Cutters & Setters	\$ 63.92	

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker \$ 40.05

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:
07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

Mason - Building	09/01/2024
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2024	12/02/2024
		Additional
Tile Finisher	\$ 49.08	\$ 0.59*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 24.56*
+ 8.32

*This portion of benefits is subjected to same premium rate as shown for overtime wages

OVERTIME PAY

See (B, E, Q, *V) on OVERTIME PAGE

*Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building	09/01/2024
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2024	01/06/2025
Marble, Stone,		Additional
Maintenance Finishers:	\$ 27.72	\$ 0.41*

Note 1: An additional \$2.00 per hour
for time spent grinding floor using
"60 grit" and below.

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone
Maintenance Finishers: \$ 15.74

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2024

0-750	\$ 22.32
751-1500	23.04
1501-2250	23.75
2251-3000	24.48

3001-3750	25.56
3751-4500	27.00
4501+	27.72

Supplemental Benefits:
Per hour:

0-750	12.69
751-1500	13.10
1501-2250	13.51
2251-3000	13.91
3001-3750	14.52
3751-4500	15.33
4501+	15.74

9-7/24M-MF

Mason - Building / Heavy&Highway**09/01/2024****JOB DESCRIPTION** Mason - Building / Heavy&Highway**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2024 01/06/2025
Additional

Marble-Finisher \$ 49.99 \$ 0.53*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:
Per hour

Marble- Finisher \$ 37.39

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway**09/01/2024****JOB DESCRIPTION** Mason - Heavy&Highway**DISTRICT** 11**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour: 07/01/2024

Bricklayer	\$ 47.94
Cement Mason	47.94
Marble/Stone Mason	47.94
Plasterer	47.94
Pointer/Caulker	47.94

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 38.50

OVERTIME PAY

Cement Mason See (B, E, Q, W)

All Others See (B, E, Q,)

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

09/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief	\$ 79.99
Instrument Man	60.36
Rodman	40.45

Steel Erection:

Party Chief	83.13
Instrument Man	64.21
Rodman	44.33

Heavy Construction-NYC counties only:
(Foundation, Excavation.)

Party Chief	88.06
Instrument man	65.66
Rodman	55.70

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
Building Construction	\$ 28.63* +\$ 7.65
Steel Erection	29.23* + 7.65
Heavy Construction	30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:	21.83
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OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid:	See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime:	See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building	09/01/2024
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JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2024

GROUP I	
Cranes- up to 49 tons	\$ 67.43
Cranes- 50 tons to 99 tons	69.77
Cranes- 100 tons and over	79.64
GROUP I-A	59.04
GROUP I-B	54.41
GROUP II	56.97
GROUP III-A	54.88
GROUP III-B	52.25
GROUP IV-A	54.33
GROUP IV-B	45.94
GROUP V	49.53
Group VI-A	57.96
GROUP VI-B	
Utility Man	47.00
Warehouse Man	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.32

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Heavy&Highway

09/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour: 07/01/2024

Group I	\$ 68.63
Group I-A	60.42
Group I-B	63.70
Group II-A	57.84
Group II-B	59.67
Group III	56.81
Group IV	51.57
Group IV-B	44.19
Group V	
Engineer All Tower, Climbing and	
Cranes of 100 Tons	77.82
Hoist Engineer(Steel)	70.41
Engineer(Pile Driver)	75.13
Jersey Spreader, Pavement Breaker (Air	
Ram)Post Hole Digger	59.19

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

SHIFT WORK

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 34.85 up
to 40 Hours

After 40 hours
\$ 25.55* PLUS

\$ 1.25 on all
hours worked

*This amount is subject to premium

OVERTIME PAY

See (B, E, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

1st term	\$ 30.21
2nd term	36.25
3rd term	42.30
4th term	48.34
Supplemental Benefits per hour:	

26.85

8-137HH

Operating Engineer - Heavy&Highway

09/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2024

Party Chief	\$ 84.94
Instrument Man	63.15
Rodman	53.43

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Categories
Straight Time: \$ 30.04* + \$7.64

Premium:
Time & 1/2 \$ 45.06* + \$7.64

Double Time \$ 60.08* + \$7.64

Non-Worked Holiday Supplemental Benefits:
\$ 21.83

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

09/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2024

GROUP I	\$ 68.63
GROUP I-A	60.42
GROUP I-B	63.70
GROUP II-A	57.84
GROUP II-B	59.67
GROUP III	56.81
GROUP IV-A	51.57
GROUP IV-B	44.19
GROUP V-A	
Engineer-Cranes	77.82
Engineer-Pile Driver	75.13
Hoist Engineer	70.41
Jersey Spreader/Post Hole Digger	59.19

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SHIFT WORK

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

\$ 34.85 up to
40 hours
After 40 hours
\$25.55 plus
\$1.25 on all
hours worked

OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

1st term	\$ 30.21
2nd term	36.25
3rd term	42.30
4th term	48.34

Supplemental Benefits per hour:

All terms	\$ 26.85
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8-137Tun

Operating Engineer - Marine Dredging

09/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour: 07/01/2024

CLASS A1	\$ 45.26
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Deck Captain, Leverman,
Mechanical Dredge Operator,
Licensed Tug Operator 1000HP or more.

CLASS A2	40.33
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Crane Operator (360 swing)

CLASS B	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
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Dozer, Front Loader
Operator on Land

CLASS B1	39.14
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Derrick Operator (180 swing)
Spider/Spill Barge Operator

Operator II, Fill Placer, Engineer
Chief Mate, Electrician, Chief Welder,
Maintenance Engineer, Licensed Boat, Crew Boat Operator

CLASS B2 36.84
Certified Welder

CLASS C1 35.83
Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer

CLASS C2 34.68
Boat Operator

CLASS D 28.81
Shoreman, Deckhand, Oiler,
Rodman, Scowman, Cook,
Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 12.00 plus 7%
of straight time
wage, Overtime hours
add \$ 0.63

All Class C & D \$ 11.75 plus 7%
of straight time
wage, Overtime hours
add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

09/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024
Survey Classifications

Party Chief \$ 49.39
Instrument Man 40.96
Rodman 35.63

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.75

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Painter	09/01/2024
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JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2024	05/01/2025 Additional
Brush	52.86*	\$ 2.62**
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	52.86*	
Spray & Scaffold	\$ 55.86*	
Fire Escape	55.86*	
Decorator	55.86*	
Paperhanger/Wall Coverer	55.09*	

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SHIFT WORK

Counties of Nassau, Putnam, Suffolk & Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 36.73
All others	34.31
Premium	38.28**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2024
Appr 1st term...	\$ 20.22*
Appr 2nd term...	25.93*
Appr 3rd term...	31.61*
Appr 4th term...	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.89
Appr 2nd term...	20.95
Appr 3rd term...	24.10
Appr 4th term...	30.57

8-NYDC9-B/S

Painter	09/01/2024
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JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAVen, Harbour Acres.

WAGES

Per hour:	07/01/2024	05/01/2025
Drywall Taper:	\$ 52.86*	Additional
Scaffold:	\$ 55.86*	\$ 2.62**

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated a later date.

SHIFT WORK

Agency/Government mandated off-shift work to be paid at time and one-half hourly wage

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	\$ 34.31

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	\$ 20.22*
2nd term	25.93*
3rd term	31.61*
4th term	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year	\$ 16.89
2nd year	20.95
3rd year	24.10
4th year	30.57

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

09/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:	
STEEL:	
Bridge Painting:	07/01/2024
	\$ 56.00
	+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 22.40 + 4.14
2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

09/01/2024

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
Striping-Machine Operator*	\$ 34.12	\$ 35.49	\$ 36.93

Linerman Thermoplastic	41.12	42.74	44.44
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Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

SHIFT WORK

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:			
Striping Machine Operator:	\$23.65	\$ 24.30	\$ 24.95
Linerman Thermoplastic:	23.65	24.30	24.95

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 20) on HOLIDAY PAGE
Overtime:	See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 16.00	\$ 16.00	\$ 16.00
2nd Term:	20.47	21.29	22.16
3rd Term:	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	\$ 23.65	\$ 24.30	\$ 24.95	8-1456-LS
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Painter - Metal Polisher	09/01/2024
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JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
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Journeyworker:	
All classification	\$ 12.79

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2024
1st year	\$ 19.67
2nd year	21.63

3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber

09/01/2024

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2024

Plumber and

Steamfitter

\$ 63.76

SHIFT WORK

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 43.61

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

OVERTIME:... See on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term	\$ 23.75
2nd Term	27.23
3rd Term	31.47
4th Term	44.80
5th Term	48.05

Supplemental Benefits per hour:

1st term	\$ 17.94
2nd term	20.05
3rd term	23.82
4th term	31.51
5th term	33.42

8-21.1-ST

Plumber - HVAC / Service**09/01/2024**

JOB DESCRIPTION Plumber - HVAC / Service**DISTRICT** 8**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2024

HVAC Service \$ 43.43
+ \$ 4.47*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 30.39**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 19.66	\$ 23.32	\$ 29.05	\$ 35.73	\$ 38.83
+\$2.43*	+\$2.76*	+\$3.31*	+\$3.96*	+\$4.21*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices 07/01/2024

1st term	\$ 21.47
2nd term	23.05
3rd term	24.76
4th term	27.13
5th term	28.81

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations**09/01/2024**

JOB DESCRIPTION Plumber - Jobbing & Alterations**DISTRICT** 8**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2024

Journeyworker: \$ 49.63

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 36.44

OVERTIME PAY

See (B, *E, E2, Q, V) on OVERTIME PAGE

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 21.35
2nd year	23.73
3rd year	25.87
4th year	36.28
5th year	38.34

Supplemental Benefits per hour:

1st year	\$ 12.11
2nd year	14.21
3rd year	18.38
4th year	24.86
5th year	26.96

8-21.3-J&A

Roofer

09/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

1st	2nd	3rd	4th
\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 4.10	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 18.43	\$ 21.82	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.73	\$ 14.59	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker	09/01/2024
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2024
SheetMetal Worker	\$ 49.51
	+ 3.71*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 46.20

OVERTIME PAY

OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 20.20	\$ 20.81	\$ 23.12	\$ 25.42	\$ 27.74	\$ 30.08	\$ 32.86	\$ 35.63
+ 1.48*	+ 1.67*	+ 1.86*	+ 2.04*	+ 2.23*	+ 2.41*	+ 2.60*	+ 2.78*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices	
1st term	\$ 18.07
2nd term	22.24
3rd term	24.71
4th term	27.21
5th term	29.67
6th term	32.12
7th term	34.12
8th term	36.15

8-38

Sheetmetal Worker	09/01/2024
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	08/01/2024
Sign Erector	\$ 58.00	\$ 60.00

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024	08/01/2024
Sign Erector	\$ 57.12	\$ 58.31

OVERTIME PAY

See (B, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.27	\$ 20.75	\$ 25.22	\$ 25.70	\$ 34.66	\$ 37.74	\$ 41.65	\$ 44.78	\$ 47.93	\$ 51.04

08/01/2024

\$ 18.65	\$ 21.16	\$ 23.69	\$ 26.22	\$35.39	\$ 38.52	\$ 42.55	\$ 45.75	\$ 48.96	\$ 52.15 4-137-SE
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Sprinkler Fitter

09/01/2024

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2024

Sprinkler \$ 53.34
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 30.77

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 25.89	\$ 28.77	\$ 31.39	\$ 34.27	\$ 37.14	\$ 40.02	\$ 42.90	\$ 45.77	\$ 48.65	\$ 51.53

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15 1-669.2

Teamster - Building / Heavy&Highway

09/01/2024

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2024

GROUP A	\$ 47.86*
GROUP AA	50.86*
GROUP B	48.48*
GROUP BB	47.98*
GROUP C	50.61*
GROUP D	48.31*
GROUP E	48.86*
GROUP F	49.86*
GROUP G	48.61*
GROUP H	49.23*
GROUP HH	49.61*
GROUP I	49.36*
GROUP II	49.73*

* To calculate premium wage, subtract \$.10 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.

For work on hazardous/toxic waste site addit. 20% of hourly rate.

SHIFT WORK

When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

First 40 hours	\$ 37.33
41st-45th hours	16.73
Over 45 hours	1.60

OVERTIME PAY

See (B, E, P, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

8-456

Welder

09/01/2024

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- | | |
|--------|---|
| (1) | None |
| (2) | Labor Day |
| (3) | Memorial Day and Labor Day |
| (4) | Memorial Day and July 4th |
| (5) | Memorial Day, July 4th, and Labor Day |
| (6) | New Year's, Thanksgiving, and Christmas |
| (7) | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| (8) | Good Friday |
| (9) | Lincoln's Birthday |
| (10) | Washington's Birthday |
| (11) | Columbus Day |
| (12) | Election Day |
| (13) | Presidential Election Day |
| (14) | 1/2 Day on Presidential Election Day |
| (15) | Veterans Day |
| (16) | Day after Thanksgiving |
| (17) | July 4th |
| (18) | 1/2 Day before Christmas |
| (19) | 1/2 Day before New Years |
| (20) | Thanksgiving |
| (21) | New Year's Day |
| (22) | Christmas |
| (23) | Day before Christmas |
| (24) | Day before New Year's |
| (25) | Presidents' Day |
| (26) | Martin Luther King, Jr. Day |
| (27) | Memorial Day |
| (28) | Easter Sunday |

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 09/20/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026

NYSDOL Bureau of Public Work Debarment List 09/20/2024

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DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

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DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

NYSDOL Bureau of Public Work Debarment List 09/20/2024

Article 8

DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLETOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

NYSDOL Bureau of Public Work Debarment List 09/20/2024

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DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029

NYSDOL Bureau of Public Work Debarment List 09/20/2024

Article 8

DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
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BID FORM

PROJECT TITLE: ALTERATIONS TO ADMINISTRATION BUILDING

ARCHITECT'S
PROJECT NO.: 2226.2A

BID TO: BOARD OF EDUCATION
 PEEKSKILL CITY SCHOOL DISTRICT

BIDDER (COMPANY): _____

Address: _____

Federal ID No. _____

Telephone: _____

Contact Name: _____

Contact Cell #: _____

e-mail: _____

PRIME CONTRACT: General Construction

The bidder identified above hereby declares and certifies:

- I. That said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.
- II. That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- III. That no member of the Board of Education of the **Peekskill City School District**, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- IV. That said bidder has carefully examined the Information for Bidders, schedules, and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.
- V. That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes.
- VI. The undersigned further declares that he has received and examined the following addenda:
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

FOR PROPOSAL FORM TO BE VALID, ALL PAGES OF THE PROPOSAL FORM MUST BE DULY EXECUTED.

- VII. The Bidder shall check here _____ if the bid has been based upon equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Bidder shall submit the documentation required by Article 6 (W) of the General Conditions.
- VIII. The undersigned further understands and agrees that he is to furnish all labor, materials, equipment, supplies, and other facilities and things necessary and required for the execution and completion of:

Alterations to Administration Building

in strict accordance with the contract documents:

NOTE: Show amount of BASE BID, ALLOWANCES, and UNIT PRICES in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern

BASE BID NO. GC

The bidder (identified above) hereby certifies that they have examined and fully understand the requirements and intent of the BIDDING AND CONTRACT DOCUMENTS, including Drawings, Project manual, and Addenda; and proposes to furnish all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the BASE BID sum of:

1. BID FOR BASE BID WORK AS INDICATED ON DRAWINGS AND SPECIFICATIONS:

(words)

(\$ _____)
(figures)

2. ALLOWANCE FOR OWNER DIRECTED WORK (REFER TO SECTION 012100):

Sixty thousand and 00/100

(words)

(\$ _____)
60,000
(Figures)

3. TOTAL CONTRACT BID (1+2):

(words)

(\$ _____)
(figures)

UNIT PRICES

If the required quantities of the items listed below are increased or decreased as per the General Conditions of the Contract, Article 8, Changes in the Work, the adjustment unit prices set forth below shall apply to such increased or decreased quantities. Accordingly, the bidder hereby agrees that the following unit price is the basis for the extra or the credit. The price includes all labor, material, overhead, profits, administration, insurance, applicable taxes, and incidental or contributory items, or cost to the contractor and/or suppliers in connection therewith. The Undersigned agrees to the following prices stipulated below as the amount of extra or credit to be applied to the contract for the increase or decrease in the scope of work if required during the course of the Project.

See detailed descriptions in specification section 012200 – Unit Prices.

UNIT PRICE NO. GC-A (UNDERCUTTING)

Unit of Measurement: Five (5) Cubic yards, installed.

(words)

(\$ _____)
(figures)

UNIT PRICE NO. GC-B (SOIL STABILIZATION FABRIC)

Unit of Measurement: Five (5) Square yards, installed.

(words)

(\$ _____)
(figures)

UNIT PRICE NO. GC-C (4" STORM WATER MANAGEMENT TRENCH (SMT))

Unit of Measurement: Ten (10) Linear feet, installed.

(words)

(\$ _____)
(figures)

UNIT PRICE NO. GC-D (MEDIUM DUTY ASPHALT (MDA))

Unit of Measurement: Five (5) Square yards, installed.

(words)

(\$ _____)
(figures)

UNIT PRICE NO. GC-E (MILLING AND TOP COURSE ASPHALT)

Unit of Measurement: Five (5) Square yards, installed.

(words)

(\$ _____)
(figures)

UNIT PRICE NO. GC-F (SELF-ADHERING WATERPROOF MEMBRANE)

Unit of Measurement: Ten (10) Linear feet, installed.

(words)

(\$ _____)
(figures)

UNIT PRICE NO. GC-G (TRENCH ROCK EXCAVATION (S))

Unit of Measurement: Three (3) Cubic yards, removed.

(words)

(\$ _____)
(figures)

UNIT PRICE NO. GC-H (STANDARD CONCRETE WALK (S))

Unit of Measurement: Square foot, installed.

(words)

(\$ _____)
(figures)

- IX. On acceptance of this proposal for said work, the undersigned hereby binds himself or themselves to enter into written contract with the Board of Education within ten (10) days of date of notice of award, and to comply in all respects with the provisions set forth in "Information for Bidders" and "General Conditions of Contract" in relation to security for the faithful performance of the terms of said contract. The undersigned bidder acknowledges that award of the bid by the Owner is deemed to constitute a binding agreement between the Owner and the bidder.
- X. By submission of this Proposal, the Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

IF A CORPORATION (Seal of corporation):

NAME

ADDRESS

President

Secretary

Treasurer

IF A FIRM:

NAME OF MEMBERS

ADDRESS

BID FORM

PROJECT TITLE: ALTERATIONS TO ADMINISTRATION BUILDING

ARCHITECT'S
PROJECT NO.: 2226.2A

BID TO: BOARD OF EDUCATION
 PEEKSKILL CITY SCHOOL DISTRICT

BIDDER (COMPANY): _____

Address: _____

Federal ID No. _____

Telephone: _____

Contact Name: _____

Contact Cell #: _____

e-mail: _____

PRIME CONTRACT: Mechanical Construction

The bidder identified above hereby declares and certifies:

- I. That said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.
- II. That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- III. That no member of the Board of Education of the **Peekskill City School District**, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- IV. That said bidder has carefully examined the Information for Bidders, schedules, and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.
- V. That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes.
- VI. The undersigned further declares that he has received and examined the following addenda:
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

FOR PROPOSAL FORM TO BE VALID, ALL PAGES OF THE PROPOSAL FORM MUST BE DULY EXECUTED.

- VII. The Bidder shall check here _____ if the bid has been based upon equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Bidder shall submit the documentation required by Article 6 (W) of the General Conditions.
- VIII. The undersigned further understands and agrees that he is to furnish all labor, materials, equipment, supplies, and other facilities and things necessary and required for the execution and completion of:

Alterations to Administration Building

in strict accordance with the contract documents:

NOTE: Show amount of BASE BID AND ALLOWANCES in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern

BASE BID NO. MC

The bidder (identified above) hereby certifies that they have examined and fully understand the requirements and intent of the BIDDING AND CONTRACT DOCUMENTS, including Drawings, Project manual, and Addenda; and proposes to furnish all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the BASE BID sum of:

1. BID FOR BASE BID WORK AS INDICATED ON DRAWINGS AND SPECIFICATIONS:

(words)

(\$ _____)
(figures)

2. ALLOWANCE FOR OWNER DIRECTED WORK (REFER TO SECTION 012100):

Thirty thousand dollars and 00/100

(words)

(\$ _____)
30,000
(Figures)

3. TOTAL CONTRACT BID (1+2):

(words)

(\$ _____)
(figures)

- IX. On acceptance of this proposal for said work, the undersigned hereby binds himself or themselves to enter into written contract with the Board of Education within ten (10) days of date of notice of award, and to comply in all respects with the provisions set forth in "Information for Bidders" and "General Conditions of Contract" in relation to security for the faithful performance of the terms of said contract. The undersigned bidder acknowledges that award of the bid by the Owner is deemed to constitute a binding agreement between the Owner and the bidder.
- X. By submission of this Proposal, the Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

IF A CORPORATION (Seal of corporation):

NAME

ADDRESS

President

Secretary

Treasurer

IF A FIRM:

NAME OF MEMBERS

ADDRESS

BID FORM

PROJECT TITLE: ALTERATIONS TO ADMINISTRATION BUILDING

ARCHITECT'S
PROJECT NO.: 2226.2A

BID TO: BOARD OF EDUCATION
PEEKSKILL CITY SCHOOL DISTRICT

BIDDER (COMPANY): _____

Address: _____

Federal ID No. _____

Telephone: _____

Contact Name: _____

Contact Cell #: _____

e-mail: _____

PRIME CONTRACT: Electrical Construction

The bidder identified above hereby declares and certifies:

- I. That said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.
- II. That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- III. That no member of the Board of Education of the **Peekskill City School District**, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- IV. That said bidder has carefully examined the Information for Bidders, schedules, and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.
- V. That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes.
- VI. The undersigned further declares that he has received and examined the following addenda:
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

FOR PROPOSAL FORM TO BE VALID, ALL PAGES OF THE PROPOSAL FORM MUST BE DULY EXECUTED.

- VII. The Bidder shall check here _____ if the bid has been based upon equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Bidder shall submit the documentation required by Article 6 (W) of the General Conditions.
- VIII. The undersigned further understands and agrees that he is to furnish all labor, materials, equipment, supplies, and other facilities and things necessary and required for the execution and completion of:

Alterations to Administration Building

in strict accordance with the contract documents:

NOTE: Show amount of BASE BID AND ALLOWANCES in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern

BASE BID NO. EC

The bidder (identified above) hereby certifies that they have examined and fully understand the requirements and intent of the BIDDING AND CONTRACT DOCUMENTS, including Drawings, Project manual, and Addenda; and proposes to furnish all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the BASE BID sum of:

1. BID FOR BASE BID WORK AS INDICATED ON DRAWINGS AND SPECIFICATIONS:

(words)

(\$ _____)
(figures)

2. ALLOWANCE FOR OWNER DIRECTED WORK (REFER TO SECTION 012100):

Thirty thousand dollars and 00/100

(words)

(\$ _____)
30,000
(Figures)

3. TOTAL CONTRACT BID (1+2):

(words)

(\$ _____)
(figures)

ALTERNATES

Indicate in the spaces provided below the amount to be **added to** or the amount to be **deducted from** (as applicable) in the BASE BID if the following alternates are accepted by the Owner. Owner may select any alternate in any order, in its sole discretion.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of Work specified in Contract Documents that may be required by acceptance of the ALTERNATE.

See detailed descriptions in specification section 012300 – Alternates.

ALTERNATE NO. 1-EC

This Alternate shall indicate the amount to be ADDED to **Base Bid No. EC** to provide site lighting.

(words)

(\$ _____)
(figures)

- IX. On acceptance of this proposal for said work, the undersigned hereby binds himself or themselves to enter into written contract with the Board of Education within ten (10) days of date of notice of award, and to comply in all respects with the provisions set forth in "Information for Bidders" and "General Conditions of Contract" in relation to security for the faithful performance of the terms of said contract. The undersigned bidder acknowledges that award of the bid by the Owner is deemed to constitute a binding agreement between the Owner and the bidder.
- X. By submission of this Proposal, the Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

IF A CORPORATION (Seal of corporation):

NAME

ADDRESS

President

Secretary

Treasurer

IF A FIRM:

NAME OF MEMBERS

ADDRESS

INSURANCE COVERAGE CERTIFICATION

_____(name), President/CEO/Owner/Managing Member of
_____(bidder), hereby represents that the bidder currently
has, or immediately upon being awarded the contract, will obtain insurance coverage, from an
insurer licensed and admitted to do business in the State of New York, that meets the following
requirements:

1. **Workers' Compensation, Paid Family Leave and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3), NYS Paid Leave and NYS
Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on
the approved specific form, as required by the New York State Workers'
Compensation Board. ACORD certificates are not acceptable. A person seeking an
exemption must file a CE-200 Form with the state. The form can be completed and
submitted directly to the WC Board online.
2. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/\$2,000,000
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.
3. **Owners Contractors Protective (OCP) Insurance:**
For Projects less than or equal to \$1,000,000 and work on 1 story (10 feet) only:
\$1,000,000 per occurrence, \$2,000,000 aggregate with the Owner as the named
insured.

For Projects greater than \$1,000,000 and/or work above one story (10 feet):
\$2,000,000 per occurrence, \$4,000,000 aggregate with the Owner as the named
insured.

The Owner will be the named insured on OCP Policies. There will be no additional
insureds on any OCP Policies.
4. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned
motor vehicles.
5. **Umbrella/Excess Insurance**
\$5,000,000 each occurrence and aggregate for general construction (including
plumbing, electrical and HVAC) and no work at elevation (1 story or 10 feet) or
Project values less than or equal to \$1,000,000.

\$10,000,000 each occurrence and aggregate for high-risk construction, work at elevation (>1 story or 10 feet) or Project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Automobile Liability coverages.

6. **Asbestos/Lead Abatement/Pollution Liability Insurance**

If the Project requires the removal of asbestos and/or hazardous materials, Contractor shall provide hazardous material liability insurance as follows:

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

7. **Testing Company Errors and Omission Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the Bidding Documents and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage: Yes _____ No _____

Date: _____

Insurance Representative

Bidder's Acknowledgment:

I acknowledge that I have reviewed the insurance requirements for this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Owner may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions ("Indemnification"), the Contractor agrees as follows to the following indemnification obligations under its Agreement with the Owner:

A. The Contractor and its SubContractors shall defend, indemnify, and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses, including but not limited to attorney's fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any of its subcontractors or any person or firm directly or indirectly employed by such contractor, for the act(s) and/or omission(s) of any contractor or subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a SubContractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and its agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers and agents from and against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2)

the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any actions, lawsuits, or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's Project funds, including all the cost and expense of said liens, and including but not limited to attorney's fees incurred by each or any of them.

E. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for violation of all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof.

F. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for claims made by third parties, including SubContractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof.

G. The Contractor shall indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such contractor, with respect to violations of OSHA requirements, rules, and/or regulations.

H. The indemnification obligations set forth herein shall become effective upon the Owner, the Architect or the Construction Manager's receipt of a claim for which the Contractor is required to provide indemnification to the Owner, the Architect, or the Construction Manager. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor. In the event the Owner, the Architect, or the Construction Manager is required to bring an action to enforce the indemnification obligations set forth herein, the Contractor shall be liable to the Owner, the Architect, and/or the Construction Manager for all costs associated with said action including attorney's fees.

By: _____
Signature of Authorized Representative of Contractor

(Print Name and Title)

(Date)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the
_____ of the _____ Corporation and that neither the
Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____

20__

Notary Public: _____

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE
WITH THE IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____
Describe the type of activities including but not limited to the amounts and the nature of the investments
(e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of
the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this

_____ day of _____

20__

Notary Public: _____

Labor Law 220-i Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has registered with the New York State Department of Labor pursuant to Section 220-I of the Labor Law and that each of the subcontractors to be used on the project has similarly registered and has attached confirmation of said registration to its bid.

Bidder Name: _____

Bidder Address: _____

Print Name and Title: _____

Signature: _____

Date: _____

Sworn to before me this _____
day of _____, 20____

Notary Public

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be

disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day
of _____, 20_____

Notary Public

QUALIFICATIONS OF BIDDERS

Experience and Qualifications of the Bidder: Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a bid is submitted:

- a. A description of its experience with projects of comparative size, complexity, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;
- b. Documentation from each of the projects it has performed capital work in the last five (5) years concerning the bidder's:
 - i. timeliness of performance of the work of the project
 - ii. evidence that the project was completed to the Owner's satisfaction;
 - iii. whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;
 - iv. whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;
 - v. whether any liens were filed on the project by subcontractors or material suppliers of the bidder;
 - vi. whether the bidder was defaulted on the project by the owner;
 - vii. whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;
- c. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.
- d. Documentation evidencing the bidder's existence under the same name for the last five (5) years.
- e. Documentation evidencing the bidder's Worker's Compensation Experience Modification.

September 2024

STATEMENT OF BIDDER'S QUALIFICATIONS

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE ANSWER TO ALL OF THE QUESTIONS IN THIS STATEMENT. IF ADDITIONAL SPACE IS REQUIRED TO FURNISH A COMPLETE ANSWER, BIDDER MAY ATTACH PAGES AS NECESSARY. IN THE EVENT THAT COMPLETE ANSWERS ARE NOT PROVIDED TO EVERY QUESTION, THE BID WILL BE REJECTED.

1. Name of Bidder

2. Type of Business Entity

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

4. For how many years has the bidder done business under its present name?

5. List the persons who are directors, officers, owners, managerial employees, or partners in the bidder's business.

6. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state the names of the other companies and the individuals who owned, operated, or have been shareholders:

7. Has any director, officer, owner, or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

8. Has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

9. Has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, or status as a victim of domestic violence, and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

10. Has the bidder been named as a party in any lawsuit arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

11. Has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

12. Has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

13. Has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law, including but not limited to, the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof? If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

15. Has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

16. Has the bidder bid on any projects in the last five years preceding the date of this bid submission? If the answer to this question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #16 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, and the expected date of completion of said project.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #17 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

18. Have the bidder and its bond surety ever been notified by a project Owner that the Owner is contemplating declaring a default and requested a conference to discuss the performance of the contract? If the answer to this question is yes, list the projects on which such a conference was held, and the result of the conference, and the status of the project in question.

19. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #19 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

20. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going project. If the answer to this question is yes, list the project(s) for which the surety provided supervisory services.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #20 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

21. Bidder's Worker's Compensation Experience Modifier: _____

Dated: _____

By: _____
(Signature)

(Print Name and Title)

Sworn to before me this _____
day of _____, 20____.

Notary Public

Sexual Harassment Prevention Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace; the bidder provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the bidder have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: _____

Bidder Address: _____

Print Name and Title: _____

Signature: _____

Date: _____

Sworn to before me this _____
day of _____, 20____

Notary Public

AGREEMENT made as of the ____ day of _____ in the year of Two Thousand Twenty _____.

BETWEEN the Owner
(Name and address)

and the Contractor:
(Name and address)

The Project is:
(Name and location)

The Architect is:
(Name and address)

The Construction Manager is:
(Name and address)

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, specifications, Addenda issued prior to execution of this Agreement, other documents listed in Article 9 of this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the work and substantial completion of the work of this contract shall be in accordance with the schedule set forth in the Project Manual.

3.2 Time is of the essence respecting the contract documents and all obligations thereunder.

3.3 Upon the execution of this Agreement, the Contractor shall provide the Owner with copies of all contracts entered into between the Contractor and subcontractors or material suppliers. The Contractor's obligation to provide the Owner with said contracts shall continue for the duration of the Project.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \$_____, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Bid Proposal Form (attached hereto) and are hereby accepted by the Owner:

4.3 Unit prices are as set forth in Exhibit A hereto.

ARTICLE 5

PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

All progress payments shall be based upon an estimate and a certificate, made by the Architect, of the materials furnished, installed, and suitably stored at the site and the work done by the Contractor, and payment shall be made in installments of ninety-five percent (95%) of the amount certified as earned so that, at the completion of the work, there will be a retainage of five percent (5%) of the Total Contract Sum. Retainage shall be paid to the Contractor upon final completion of the work of this contract. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

The Contractor shall submit with each application for payment the following:

5.2.1 A current Sworn Statement from the Contractor setting forth all subcontractors and materialmen with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or materialman in the application for payment and the amount to be paid to the Contractor from such progress payment.

5.2.2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after the fact" waivers of mechanics' and materialmen's liens from all subcontractors, materialmen and, when appropriate, from lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, materialmen and, where appropriate, from lower tier subcontractors, covering all amounts described in this Paragraph 5.2.

5.2.3 Such other information, documentation and materials as the Owner or the Architect may require.

5.3 Payment shall not be released to the Contractor until the Owner receives the following documentation:

5.3.1 Certified payroll for employees and employees of subcontractors performing work on the Project.

5.3.2 Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.

ARTICLE 6 **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed including compliance with all provisions of the Contract Documents except for the Contractor's responsibility to correct nonconforming Work under Article 15(B) of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows or as soon thereafter as is practicable.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

7.2.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

7.2.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;

7.2.3 that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

7.2.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

7.2.5 that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contract Documents; and

7.2.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity, and nature of the particular Project, and that it will perform the Work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation, this Paragraph 7.2, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner as provided in the General Conditions.

8.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction as set forth in the Project Manual and attached hereto.

9.1.3 The Specifications are as set forth in the Project Manual and indexed in Exhibit "B" hereto.

9.1.4 The Drawings are those as indexed in Exhibit "C" hereto.

9.1.5 The Addenda, if any, are as follows:

Addendum No.	Date	Number of Pages
--------------	------	-----------------

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

CONTRACTOR

By: _____

(printed name and title)

By: _____

(printed name and title)

GENERAL CONDITIONS
of the
CONTRACT for CONSTRUCTION

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The within document includes detailed provisions concerning the capital improvement work to be performed by the Contractors engaged by the Owner. This document contains provisions which relate particularly to capital improvement projects in the school district setting in New York State. The document is incorporated by reference into all contracts to be awarded and should be reviewed carefully by the Contractor and SubContractors to whom the award of contract is made. Consultation with an attorney and insurance representative is advised.

ARTICLE 1 DEFINITIONS

- A. "Addendum" or "Addenda" refers to revised Drawings and/or written requirements for the capital improvement work issued by the Architect prior to the time indicated for submission of a bid by a contractor.
- B. The "Architect" is the design professional engaged by the School District respecting the capital improvement projects to be performed in the School District.
- C. "Board" refers to the Board of the School District.
- D. "Central Administration" refers to the Superintendent of Schools or designee.
- E. The "Construction Manager" is the entity engaged by the School District to act as its representative during the course of construction of the Project.
- F. The "Contract Documents" are the Agreement between the Owner and the Contractor, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda which have been issued.
- G. The "Contractor" refers to the entity engaged by the School District to perform all or a part of the capital improvement project on its behalf.
- H. Where a contractor other than the General Contractor is the only contractor engaged to perform work, the responsibilities allocated to the General Contractor in these General Conditions shall be performed by such other contractor.
- I. The "Drawings" are the plans, elevations, sections, details, schedules, and diagrams developed by the Architect for the capital improvement projects to be performed in accordance with the Project manual of which these General Conditions of the Contract for Construction ("General Conditions") form a part.
- J. The "Project" refers to the entire capital improvement project to be performed in accordance with the Project Manual.

K. The "Project Manual" is the document which is issued simultaneously with the Drawings and includes the Notice to Bidders, Information to Bidders, Bid Proposal Form, Prevailing Wage Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Contractor to complete the capital improvement work for which it has been engaged.

L. The "Owner" refers to the School District, the Board of Education, its officers, agents, and employees.

M. A "SubContractor" is a person or entity who has a direct contract with the Contractor to provide material and/or labor for the Project on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Contractor's work. A "Sub-SubContractor" is a person or entity who has a direct or indirect contract with a SubContractor engaged by the Contractor to perform a portion of the SubContractor's work at the site, or to otherwise furnish labor, material, or other services with respect to a portion of the SubContractor's work.

N. Accepted," "directed," "permitted," "requested," "required," and "selected" mean, unless otherwise explained, "accepted by the Architect and/or the Owner" "directed by the Architect and/or the Owner," "permitted by the Architect and/or the Owner," "requested by the Architect and/or the Owner," "required by the Architect and/or the Owner," and "selected by the Architect and/or the Owner." However, no such implied meaning will be interpreted to extend the Architect's or the Owner's responsibility into the Contractor's area of construction supervision.

O. "As accepted" "or acceptable substitute," and "for review" mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect's responsibilities and duties as stated in the General Conditions. In no case will "accepted by the Architect" be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

P. "Furnish" means: (1) supply and deliver to the Project or other designated location, ready for unloading, unpacking, storing, assembly, installation, application, erection, or other form of incorporation into the Project, and ready for use; and (2) supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer, or manufacturer as required.

Q. "Install" means unload, unpack, use, fit, attach, assemble, apply, place, anchor, erect, finish, cure, protect, clean, and similar operations required to properly incorporate work into the Project.

R. "Provide" means furnish and install.

S. “Replace” means remove designated, damaged, rejected, defective, unacceptable, or non-conforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.

T. The word “include,” in any form other than “inclusive,” is non-limiting and is not intended to mean all-inclusive.

ARTICLE 2 CONTRACTOR’S REPRESENTATIONS

A. Upon submission of its bid to the Owner, the Contractor expressly represents:

1. The Contractor represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the Project and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work, the availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; and (d) other pertinent limitations on the performance of its work.

2. The Contractor represents and warrants that it has carefully studied and compared the Drawings and pertinent provisions of the Project Manual and that any errors, omissions, ambiguities, discrepancies, or conflicts found in said documents have been brought to the attention of the Architect for clarification prior to the Contractor’s submission of its bid. If, in the interpretation of Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in the Agreement, the requirement to be followed shall be decided by the Architect. Where there is a discrepancy in quantity, the Contractor shall provide the greater quantity; where there is a discrepancy in quality, the Contractor shall provide the superior quality. Addenda supersede the provisions that they amend.

3. Each contractor certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, “out of sequence” or “come back” work for the removal of plant, equipment, temporary wiring, or plumbing, etc. This “out of sequence” work may also include phasing of construction activities to accommodate the installation of the work at various locations and orderly fashion and the completion of work at various locations and/or levels at various times. This “phasing,” “out of sequence,” or “come back” work shall be done at no cost to other contractors, the Owner, the Architect, or the Construction Manager.

B. The Contractor warrants to the Owner that: (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents; (2) that its work will be free from defects not inherent in the quality required or permitted; and (3) that its work will conform with the terms

and conditions of the Agreement with the Owner. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Contractor's cost and expense. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C. Except as to any reported errors, inconsistencies, or omissions, and to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following:

1. The Drawings and the Specifications found in the Project Manual issued simultaneously with said Drawings are sufficiently complete and detailed for the Contractor to: (a) perform the work required to produce the results intended by the Owner; and (b) comply with all the requirements of its contract with the Owner.

2. The work required to be performed by the Contractor including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform its work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (a) good and prevailing and accepted industry standards applicable to its work; (b) requirements of any warranties applicable to its work; and (c) all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies which bear upon the Contractor's performance of its work.

3. The Drawings and the Specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. Work under all items in the Contract Documents must be carried out to meet field conditions to the satisfaction of the Architect and the Owner and in accordance with his instructions and the Drawings and the Specifications.

4. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.

D. The representations set forth herein shall survive expiration and/or termination of the Contractor's Agreement with the Owner.

ARTICLE 3 CONTRACTOR'S CONSTRUCTION PROCEDURES

A.

1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures required for the proper execution of its work on the Project. Where the Drawings, the Specifications, and/or the Project Manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality

of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence, or procedure shall be borne solely by the Contractor.

2. Neither the Architect, the Construction Manager or the Owner will have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided herein.

3. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.

B. The Contractor shall be responsible for coordinating the work of its own forces and the work of SubContractors engaged by it to perform the work of the Project on its behalf. The Contractor shall supply to its own work forces, and SubContractors engaged by it to perform portions of its work, copies of the Drawings, the Specifications, and the Project Manual for the work to be performed by such individuals/entities on its behalf. The Contractor shall review any specified or installation procedure with its employees and/or SubContractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's SubContractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the work on behalf of the Contractor.

C. The Contractor shall be responsible for the inspection of portions of the Project performed by its own work force and/or SubContractors engaged by it for the purpose of determining that said work is in proper condition to receive subsequent work.

D. The Contractor shall perform its work in accordance with the standards of the construction industry applicable to work in the locale in which work is to be performed.

E. The Contractor shall only employ labor on the Project or in connection with its work capable of working harmoniously with all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create and maintain a separate entrance for a contractor involved in a labor dispute, all costs associated with creating and maintaining that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing,

temporary roads, and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

F.

1. If the Contractor has engaged the services of workers and/or SubContractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect, the Construction Manager, or the Owner, any conflict between its Agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

2. In case the progress of the capital improvement work to be performed by the Contractor is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its Agreement with the Owner because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the capital improvement work pursuant to its contract.

3. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

4. The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.

G. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its SubContractors' work forces and other persons carrying out the performance of its work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Contractor. Upon the request of the Owner, said person shall be removed from the Project and not again be assigned to perform the Contractor's work without the prior written permission of the Owner.

H. Within one (1) week after receiving notice of its award of the Contract, the Contractor shall employ a competent, full-time Project Manager and On Site Superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each Project site whenever and wherever work is in progress to provide for the expeditious completion of the work. Said Project Manager and On Site Superintendent shall be employed until punch list and closeout of the Project. To the extent work is being performed contemporaneously at different facilities within the School District, the Contractor shall assign different superintendents for each facility at which work is being performed. The Project Manager and On Site Superintendent assigned by the Contractor shall not be changed except with the prior written consent of the Owner, unless the Project Manager or On Site superintendent or such assistant proves to be unsatisfactory to the Contractor and/or ceases to be in its employ. The Project Manager and On Site Superintendent shall represent the Contractor, and communications given to the Project

Manager or On Site Superintendent, whether verbal or written, shall be as binding as if given to the Contractor. Oral communications to the Superintendent(s) or his/her assistant(s) and/or Project Manager shall be confirmed in writing by the Owner or the Architect. The Contractor shall forward to the Owner a copy of the resumes for each of its superintendents, Project Managers, and their assistants. The Owner, the Construction Manager or the Architect shall have the right to have any supervisory or management staff removed from the Project with or without cause.

I. Each Contractor shall provide, or otherwise see that, the Project Manager, or On Site Superintendent Site Managers, and/or responsible workers of each contractor and major subcontractor are equipped with cellular phones and radios. Each contractor shall provide the Owner, the Construction Manager, and the Architect with the cellular telephone number for each phone and worker.

J. The Contractor's supervisory personnel, including superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, the superintendents, Project Managers, and/or their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel, superintendents and/or assistants.

K. Prior to the commencement of work, the Contractor shall provide the Construction Manager and the Architect with:

1. a written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers.

2. a written list of SubContractors, Sub-SubContractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish.

3. The name, address and telephone number of the bonding company, banking, and insurance company for the Prime Contractor including the name, address, and telephone number of each bonding company's primary contact representative for the Project.

4. Detailed subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing, and man loading.

5. A cash flow projection for the life of the Project, including a schedule and graph showing the amount of work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Construction Manager.

L.

1. Tests, inspections, and approvals of portions of the Contractor's work required by the Drawings and/or the Specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall consult with the Architect and the Construction Manager

concerning the need for testing and/or inspection of its work pursuant to the Contract Documents and, after consulting with the Architect and the Construction Manager, the Construction Manager shall advise the Owner to make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all costs associated with the tests, inspections or approvals required by the Drawings and/or the Specifications, except as set forth in subparagraph 3 hereof.

2. Tests, inspections, and approval of portions of the Contractor's work required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction shall be made at an appropriate time. The Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to law, ordinance, regulation or orders of public authorities or governmental agencies and shall advise the Owner in writing that it has made arrangements for such tests, inspections and approvals with the appropriate public authority or governmental agency. The Contractor shall be solely responsible for making timely notice of the need for a test, inspection and/or approval with the relevant public authority or governmental agencies and shall bear all costs associated with such testing, inspection, or approval required by such public authority or governmental agency.

3. If the Architect, the Construction Manager, the Owner, or public authorities or governmental agencies having jurisdiction determine that portions of the Contractor's work require additional testing, inspection, or approval due to the Contractor's failure to perform its work in accordance with the requirements of the Contract Documents and/or all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction, the Architect and the Construction Manager will advise the Owner of the need for such additional inspections or tests and the Owner shall make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner. The Contractor shall bear the costs of such additional testing as provided in Article 14(B).

M. The Contractor shall, if required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction over the Project, retain a licensed professional engineer to supervise the construction of the Project including, but not limited to, foundations, structural work, soils, welding, reinforced masonry, and the like.

N. The Contractor recognizes and acknowledges that the Project is governed by and subject to the provisions of New York State General Municipal Law, Section 101, governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other contractors will be performing work on the Project in conjunction with it. As such, the Contractor agrees to cooperate with such other contractors performing work on the Project and shall perform its work as follows:

1. The Contractor shall not interfere with the erection, installation, or storage upon the premises of any work, materials, supplies, or equipment which is to be performed and

furnished by other contractors, and the Contractor shall properly connect and coordinate its work therewith.

2. The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other Contractor performing work on the Project. If the Contractor sustains any damage through any act or omission of other contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a SubContractor of such contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage.

3. When the work of the Contractor or its SubContractors overlap or dovetail with that of other contractors, materials shall be delivered and operations conducted to carry on the work continuously, in an efficient, workmanlike manner.

4. In case of interference between the operations of different contractors, the Construction Manager will be the sole judge of the rights of each contractor and shall have the authority to decide in what manner the work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.

5. The Contractor, including its SubContractors, shall keep itself informed of the progress of other contractors and shall notify the Architect or the Construction Manager immediately in writing of lack of progress on the part of other contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the Project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's own work.

6. Delays or oversights on the part of any contractor or subcontractor in getting any or all of their work done in the proper way, thereby causing cutting, removing, and replacing work already in place, shall not be the basis for a claim for extra compensation.

7. If part of the Contractor's work depends upon construction or operations by the Owner or another contractor, the Contractor shall, prior to proceeding with that portion of its work, promptly report to the Architect and the Construction Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or other contractor's completed or partially completed construction is fit and proper to receive the Contractor's work.

8. The Contractor shall promptly correct discrepancies or defects in its work which have been identified by other contractors as affecting proper execution and results of the work of such other contractor.

O.

1. The Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies bearing on performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall defend, indemnify, and hold harmless: (a) the Owner, its consultants, employees, members of the Board, officers, and agents; (b) the Architect and its consultants, employees, officers, and agents; and/or (c) the Construction Manager and its consultants, employees, officers, and agents from and against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.

2. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and the Owner in writing, and necessary changes shall be accomplished by appropriate modification to the Drawings and/or the Specifications.

3. If the Contractor performs Work knowing it to be contrary to all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies without such notice to the Architect, the Construction Manager, and the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs and shall bear the total cost for correction of same.

P. The Contractor recognizes and acknowledges that job meetings will be held at the job site as designated by the Owner or the Construction Manager, unless otherwise designated by the Owner or the Architect. The Contractor shall have responsible representation at the MANDATORY weekly job meetings held at the Construction Manager's job office. These meetings will be held to arrange for satisfactory coordination of all trades on the Project so as not to impede job progress. Contractors or SubContractors failing to attend job meetings shall be responsible for delays and/or expenses incurred due to coordination difficulty.

Q. The Contractor shall provide copies of its daily construction reports to the Construction Manager's Field Superintendent. These reports shall be submitted no later than 10:00 am the following workday. The daily reports shall provide detailed information concerning the Contractor's activities and operations, including work activities on site and manpower. A "Daily Construction" form shall be used for reporting these activities. In addition, the Contractor is required to submit a Two Week Look Ahead schedule for upcoming work.

ARTICLE 4 CONTRACTOR'S USE OF SITE

A. The Contractor shall confine operations at the site to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the Project Manual and the Drawings, the Specifications, and the Project Manual.

B. Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a videotaped recording of all existing conditions to the Construction Manager. This taping shall provide a record of all existing buildings, grounds, exterior conditions, and interior conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.

C. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

D. General Safety and Security Standards for Construction Projects:

1. All construction materials shall be stored in a safe and secure manner.
2. Fences around construction supplies or debris shall be maintained.
3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
5. The Contractor shall exert utmost care and diligence when working in or near any existing buildings or sitework. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework, or facilities shall be repaired and charged to the Contractor responsible for the damage.
6. The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its work is required, and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.
7. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed after hours when the facility is not in

use. The performance of this work shall be projected on all schedules required to be prepared by the Contractor. Additionally, the Contractor shall give the Construction Manager and the Owner at least forty-eight (48) hours advance written notice of its intention to perform this type of work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Contractor performing the work.

E.

1. Separation of construction areas from occupied spaces: Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust, or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas. Methods of dust and fume control shall include, but not be limited to:

- a. adequate ventilation;
- b. wetting down;
- c. keeping bags of insulating materials, cement, etc., closed and sealed;
- d. controlled mixing of materials under field conditions;
- e. special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials;
- f. job housekeeping must be maintained; and
- g. advising all personnel of hazardous conditions, including supervisors and workers.

Each contractor is responsible for instituting the above policies to ensure minimal impact to surrounding occupied areas.

2. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs, or elevators designated for students or school staff.

3. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

4. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety, and educational capabilities at all times that classes are in session.

F.

1. Storage space will be allotted to the Contractor by the Owner to the extent such space, in the sole discretion of the Owner, is available. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the work or the Project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Construction Manager may direct.

2. The Contractor shall schedule delivery of materials and equipment to minimize long term storage at the Project, to prevent overcrowding of construction spaces, and to ensure that under no circumstances will materials that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses be stored on site.

3. The Contractor shall deliver materials and equipment to the Project in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installation. The Contractor shall inspect materials and equipment upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. The Contractor shall store products to allow for inspection and measurement of quantity or counting of units. The Contractor shall store materials in a manner that will not endanger the project structure. The Contractor shall store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation. The Contractor shall comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

4. The Contractor shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Contractor's work shall be brought to and stored on the premises of the School District. After equipment is no longer required for its work, the Contractor shall promptly remove such equipment from the premises of the School District. The Contractor shall be solely responsible for the protection of construction materials and equipment stored on the premises from weather, theft, damage, and all other adversity. The Contractor shall at all times provide the proper housekeeping to minimize potential fire hazards and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

5. A construction entrance will be designated for deliveries. A separate entrance will be established for entering and exiting the site only. All deliveries shall be scheduled and

coordinated with the Construction Manager and the Owner. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by any contractor or subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.

6. The Contractor for General Construction shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The Contractor for General Construction shall submit its means and methods of security to the Construction Manager for review and comment. The Project must be secured twenty-four (24) hours a day, seven (7) days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the Contractor for General Construction of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the Contractor for General Construction. While the Owner may have security guards patrolling the Project, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

G. The Contractor's right to entry and use of the School District premises arises solely from the permission granted by the Owner pursuant to the Agreement between the Contractor and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Contractor's Agreement with the Owner.

H.

1. The Contractor shall be required to perform its work with no interruption to the School District's operations, including its administrative and business operations. Any work which will interfere with the School District's operations and/or which is to be performed when the School District's facilities are in operation shall be performed on evenings and weekends. Additionally, the Contractor shall conduct its work in compliance with federal, state, county, or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Contractor. The Owner reserves the right to determine what work will "interfere" with its operations and said determination shall be final.

2. The Contractor may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner, the Architect, and the Construction Manager for providing the site to the Contractor during the additional time periods.

3. In the event the Contractor fails to complete all work under the Contract Documents by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays, or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff and the

Architect's and the Construction Manager's personnel as required to make facility accessible by the Contractor and perform inspections during such off hours.

4. The Owner shall not be responsible for any overtime charges incurred by the Contractor during the course of the Project. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Contractor to its workers shall be the Contractor's responsibility.

I. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

J. The Contractor shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Contractor shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE CONTRACTOR HAS OBTAINED THE PRIOR WRITTEN APPROVAL OF THE CONSTRUCTION MANAGER AND THE PAVEMENT HAS BEEN FIRST PROTECTED WITH PLANKING OR BY OTHER MEANS APPROVED BY THE CONSTRUCTION MANAGER.

K. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the premises of the School District without the prior written consent of the Owner, which consent may be withheld at the sole discretion of the Owner.

L.

1. Without the prior approval of the Owner, the Contractor shall not permit any workers to use any existing School District facilities, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Contractor and of all others engaged by the Contractor for the performance of its work shall enter onto the premises of the School District for which construction work is to be performed only at those locations designated or approved by the Construction Manager. The parking for construction personnel shall be limited to the designated trailer park area only. Failure to abide by this rule will result in towing of cars at the expense of the Contractor who employs the individual.

2. The Contractor shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals, to the premises of the School District and all adjacent areas. The Contractor's work shall be performed, to the fullest extent possible, in such a manner that areas in and around the construction area shall be free from all debris, building materials and equipment likely to cause hazardous conditions, and do not close or obstruct walkways, roadways, pathways, or other occupied facilities or facilities to be used by the Owner. Without limitation to any other provision of the Agreement between the Contractor and the Owner, the Contractor shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Free access to fire hydrants and standpipe connections shall be

maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site.

3. The Construction Manager, in conjunction with the Owner and the Architect, shall designate locations at the site at which the Contractor, its SubContractors and employees may utilize in connection with its work. The Contractor's employees and the employees of the Contractor's SubContractors and others engaged by the Contractor to perform its work are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's SubContractors and others engaged by the Contractor to perform its work are restricted to the immediate area at which work is to be performed. Only persons having official business will be admitted to the construction site. NO COMMUNICATION BETWEEN THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS' EMPLOYEES, OR OTHERS ENGAGED BY THE CONTRACTOR FOR THE PERFORMANCE OF ITS WORK AND STUDENTS OR STAFF WILL BE PERMITTED.

4. The Contractor, its SubContractors, their respective employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its SubContractors, or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner and the Construction Manager. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner or the Construction Manager) shall be ordered to leave school property. No warnings shall be necessary. The Contractor(s) and their SubContractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the Work resulting from this action (including any claims by other Contractors dependent on the work of this Contractor). All parties agree that any action taken to enforce this requirement shall not be construed by any Contractor or its SubContractors or suppliers as the basis for a claim (for either time or money) for delay to the Work or to the Contractor, its SubContractors, or Suppliers.

5. Without limitation of any other provision of the Agreement between the Owner and Contractor, the Contractor shall use its best efforts to comply with all rules, regulations, and policies promulgated by the Owner in connection with the use and occupancy of the premises of the School District. The Contractor shall immediately notify the Owner in writing if during the performance of its work, the Contractor finds compliance with any portion of such rules, regulations, and policies to be impracticable, setting forth the problems of such compliance and suggesting alternative through which the same results intended by such portion of the rules, regulations, and policies can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules, regulations, and policies.

M. No drinking of alcoholic beverages, smoking, or use of cannabis, cannabinoid hemp, personal vaporizing devices, or controlled substances is permitted on the grounds. The Contractor shall ensure that none of its or its SubContractors, their respective employees, agents, and/or consultants report to the site impaired by alcohol, cannabis/cannabinoid hemp, or controlled substances. The Contractor bears the responsibility of determining if its, or its SubContractors' employees are in any way impaired and whether the safety of the public, the employees of other Contractors and their SubContractors, the Owner, the Architect, or the Construction Manager are jeopardized. Each contractor shall provide drinking water for its own employees.

N. The Contractor's employees, representatives, agents, and consultants, and all of its SubContractors' employees, representatives, agents, and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to the Contractor or the SubContractors' employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.

O. The Contractor's employees, representative, agents, and consultants, and all of its SubContractors' employees, representatives, agents, and consultants at the site are to wear shirts, long pants, and proper footwear.

P. Each contractor shall keep the premises and surrounding area in which it is working free from accumulation of waste materials or rubbish caused by the performance of all of the work being performed on-site and in the buildings. On a daily basis at the conclusion of work on the Project, each contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery, and surplus materials. Each contractor shall broom sweep all construction areas in which it has performed worked every day. The Construction Manager shall perform an inspection each afternoon to determine that the work areas of the Contractors have been properly cleaned. In the event the work areas are not cleaned, the Construction Manager shall advise the offending contractor to provide cleaning as required herein. If any Contractor fails to keep the site safe and clean within four (4) hours of being notified by the Construction Manager, either verbally or in writing, the Construction Manager will have the clean-up work performed and back charged to the offending contractor without further notification to the Contractor. The cost of such cleaning company, together with the cost of any custodial costs of the School District, at prevailing overtime rates plus fifteen percent (15%) will be charged to the offending Contractor. Notice to field personnel shall be deemed notice to the Contractor.

Q. The Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture, and condensation. Ventilation shall be by natural or artificial means as required by conditions involved.

R. The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure that they do not enter occupied portions of the building or air intakes.

S. The Contractor shall be responsible for ensuring that activities and materials which result in “off-gassing” of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured, or ventilated in accordance with manufacturers’ recommendations before a space can be occupied.

T. From the commencement to the completion of the Project, the Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.

U.

1. The General Contractor shall construct temporary partitions where shown on the Contract Documents or where otherwise required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, the Contractor shall remove tile and install partition to structure above). In addition to framing and sheetrock, the Contractor shall install fire resistant plastic partitions on the work area side of its work. If an access door is required, an alternating three-layer plastic system shall be used. The door shall be a standard hollow metal door with lockset and closer. Keys shall be distributed to the Owner’s other contractors, the Owner, and the Architect.

2. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed during off hours.

V.

1. The Contractor shall control the safe handling and storage of all welding materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the job site. Such storage shall be in compliance with the Occupational Safety and Health Administration (“OSHA”) regulations.

2. Welding materials and equipment shall be removed promptly from the premises upon completion of the welding and cutting work.

W. The Contractor shall be responsible for all costs incurred by the Owner caused by false security/fire alarms set off by the Contractor. Costs shall include custodial response charges etc.

X. The Contractor shall be responsible for broken glass, and at the completion of the Work shall replace such damaged or broken glass. After damaged or broken glass has been replaced, the Contractor shall remove all labels, wash and polish both sides of all glass. In addition to general broom cleaning, the General Contractor shall perform the following final cleaning for all trades at completion of the Work:

1. remove temporary protections;
2. remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finished woodwork and other Work;
3. remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
4. clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
5. clean aluminum in accordance with recommendations of the manufacturer; and
6. clean all floors thoroughly in accordance with recommendations of the manufacturer.

ARTICLE 5 SUBCONTRACTORS

A.

1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than ten (10) days after receipt of official notice of award of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, with: (1) the name, trade, and subcontract amount for each SubContractor; and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing SubContractor. Copies of all SubContractor contracts, fully executed, are to be provided to the Construction Manager, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Construction Manager within ten (10) days of the Owner's award of the contract to the Contractor.

2. Upon review of the Contractor's list of SubContractors, the Architect will advise the Contractor in writing stating whether or not the Owner, the Construction Manager or the Architect, after due investigation, accepts or rejects, any proposed SubContractor. SubContractors will not be acceptable unless, when requested by the Architect, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent of the Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years' worth of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

3. If the Owner, the Construction Manager, or the Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom

the Owner, the Construction Manager, and the Architect have no objection. No increase in the Contract Sum shall be allowed where a SubContractor is rejected by the Architect, the Construction Manager, or the Owner who is: (1) deemed unqualified to perform the particular work subcontracted by the Contractor; (2) does not have the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract; (3) has a history of poor performance in work of similar nature; or (4) does not otherwise meet the requirements of this General Conditions. Upon receipt of a rejection of a SubContractor by the Architect, the Contractor shall have the right to request a meeting with the Architect, the Construction Manager, and the Owner to discuss the reasons it believes the SubContractor is or is not qualified to perform the work. Upon review of such reasons, the Architect shall re-consider its determination and shall advise the Contractor of its determination upon such review. If the Architect still finds that such SubContractor does not meet the requirements above stated, it shall advise the Contractor. The Architect's determination upon such review shall be final and binding on the Contractor and its SubContractor and the Contractor hereby waives any and all claims it or its SubContractor might have against the Owner, the Construction Manager, and/or the Architect concerning the rejection of such Contractor and shall require its SubContractors to execute such similar waiver in its Agreement with the Contractor.

4. The Contractor shall not change a SubContractor, person, or entity previously selected if the Owner, the Construction Manager, or the Architect makes reasonable objection to such change.

B. By appropriate Agreement, the Contractor shall require each SubContractor to be bound to the Contractor by terms of the Contractor's Agreement with the Owner, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by said Agreement, assumes toward the Owner and the Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, the Construction Manager, and the Architect under the Contractor's Agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow the SubContractor, unless specifically provided otherwise in the subcontract Agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by its Agreement with the Owner, has against the Owner. However, the Subcontract Agreement between the Contractor and SubContractor shall not provide, nor shall this Agreement be deemed to provide any rights, remedies or redress by the SubContractor(s) against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with Sub-SubContractors.

C. The Contractor shall promptly notify the Owner, the Construction Manager, and the Architect of any material defaults by any SubContractors and/or whether it has terminated its Agreement with any of its subcontractors for any reason.

D. The Contractor hereby assigns all of its rights in its Agreements with its SubContractor(s) and hereby does assign, transfer, and set over to the Owner all of its rights and/or interests in its Agreements with its SubContractor(s), but only in the event of termination of the Contractor's Agreement with the Owner pursuant to Article 17, paragraph A of these General Conditions and only to the extent the Owner implements its rights to take such assignment of contract by

notifying the SubContractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Contractor's work.

E. If the Work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of such subcontract, the SubContractor's compensation shall not be adjusted for any increase in direct costs incurred by such SubContractor as a result of the suspension.

F. It shall be the Contractor's responsibility, when subcontracting any portion of his work, to arrange or group items of work under particular trades to conform with then-prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

G. All subcontracts must be in writing.

ARTICLE 6 CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS

A. The Agreement between the Owner and the Contractor, and all documents incorporated therein by reference, including but not limited to, the Drawings and the Project Manual shall be signed by the Contractor and the Owner.

B. The intent of the Agreement between the Owner and the Contractor is to include all items necessary for the proper execution and completion of the work to be performed by the Contractor. The documents comprising the Agreement between the Contractor and the Owner are complementary, and what is required by one shall be as binding as if required by all.

C.

1. In the event of inconsistencies within or between parts of the Agreement between the Contractor and the Owner or between the Agreement between the Contractor and the Owner and applicable standards, codes, and ordinances, the Contractor shall (a) provide the better quality or greater quantity of Work or (b) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

2. On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale Drawings over small scale Drawings.

3. Before ordering any materials or performing any of its work, the Contractor and each SubContractor shall verify measurements at the Project and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the performance of the work.

4. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

5. Drawings, in general, are made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the job and in no case by scaling. The Contractor shall study and compare all drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing is obtained from the Architect.

6. In the event addendum(a) are issued and contain changes to the Drawings and/or the Specifications, the provisions in the addendum(a) supersede previously issued Drawings and/or the Specifications.

D. Organization of the Specifications into divisions, sections, and articles, and arrangement of the Drawings shall not control the Contractor in dividing the work among the SubContractor or in establishing the extent of the Work to be performed by any trade.

E. Unless otherwise stated in the Agreement, words and abbreviations which have well-known technical or construction industry meanings are used in the Agreements in accordance with such recognized meanings.

F. The Contractor, and all SubContractors, shall refer to all of the Drawings, including those showing the work of others performing work in connection with the Project, including but not limited to the General Contractor (if any), the Plumbing Contractor, the Heating, Ventilation, Air Conditioning Contractor, Electrical Contractor and other specialized trades, and to all of the Divisions of the Project Manual, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

G. All indications or notations on the Drawings which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Drawings or the Project Manual. All work mentioned or indicated in the Drawings or the Project Manual shall be performed by the Contractor unless it is specifically indicated therein that the work is to be performed by others.

H. The Drawings, the Specifications, and other documents prepared by the Architect are instruments of the Architect's service through which the Contractor's work is to be performed. The Contractor may retain one contract record set during the course of the Project. Neither the Contractor nor any SubContractor, Sub-SubContractor or material or equipment supplier shall own or claim a copyright in the Drawings, the Specifications, and other documents prepared by the Architect, and unless otherwise indicated, the Architect shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, in addition to the copyright.

All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work.

I. The Drawings, the Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any SubContractor, Sub-SubContractor or material or equipment supplier on other Projects without the specific prior written consent of the Owner and the Architect. The Contractor, SubContractors, Sub-SubContractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, the Specifications, and other documents prepared by the Architect appropriate to and for use in the performance of its work pursuant to its Agreement with the Owner. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, the Specifications, and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

J. The Owner shall furnish surveys describing physical characteristics of the site, upon written request of the Contractor and to the extent such survey is in existence at the time of said request, legal limitations, and utility locations for the Project. Nothing herein shall be construed as requiring the Owner to generate any document which it does not possess at the time of the request by the Contractor. In the event that the survey provided does not clearly delineate the metes and bounds of the Owner's property, the Contractor shall stop work and immediately notify the Architect, the Construction Manager, and the Owner. The Contractor shall NOT proceed with its work until it receives written permission from the Construction Manager and/or the Architect. The Contractor shall be fully responsible for all costs arising from non-compliance with this provision. Any delays associated with this provision shall not serve as a basis for a claim by the Contractor.

K. From the basic data established by the Owner, the General Contractor shall establish reference control points and complete the layout of the work. Each contractor is responsible for utility markouts as it pertains to the scope of their work and maintaining markout during work. Sketch of layout with reference points to be given to the Construction Manager and the Architect at the time of markout.

L. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Architect to meet changed conditions.

M. The General Contractor shall be responsible for the establishment of points, wall, and partition lines required by the various Prime Contractors and their respective SubContractors in laying out their work.

N. Each contractor shall furnish such stakes and other required equipment, tools, and materials, and all labor as may be required in laying out any part of the work from the base lines and benchmarks established by the Owner.

O.

1. The General Construction Contractor shall establish a baseline and benchmark system for each building addition, area of renovation or component using the services of a licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall have not less than five (5) years of experience in performing construction surveys similar to the work they will perform for the Project. The remaining contractors and their respective subcontractors shall be responsible for extending these lines, levels, and grades, and for performing all layout for their own work. The Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level, or grades in their layout. The Contractor and its SubContractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the Drawings, perceived by another contractor or subcontractor shall be immediately reported to the Construction Manager. If any corrections are necessary, they shall be executed in accordance with the terms and provisions of these General Conditions.

2. The Contractor and its SubContractors shall be responsible to offset or to protect their markings from anything that may disturb them.

3. Every contractor shall work off the lines and elevations established and maintained as the baseline and benchmark system.

4. Each contractor is responsible for the accuracy of his own work.

P. The Architect may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

Q. Except for the basic building permit, and other permits that the Architect may be required to obtain on behalf of the Owner, the Contractor shall be responsible for securing and maintaining for the life of the Project: all permits, P.E. Licenses, connection fees, inspections, etc. applicable to, or customarily secured for the work. This provision includes any permits to be issued in the name of the Contractor required for the work. Originals of all permits are to be issued in the name of the Contractor as required for the work. The Contractor shall furnish the Construction Manager with original copies of all permits prior to the commencement of the work, and shall prominently display a copy of all permits at a location approved by the Construction Manager.

R. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect in writing at once.

S. The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect, or the work installed by other contracts, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, utilities, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

T.

1. The Contractor shall give the Architect timely written notice of any additional design drawings, specifications, or instructions required to define its work in greater detail, or to permit the proper progress of its work. To the extent the Architect advises the Contractor that the Drawings, the Specifications and/or instructions given are sufficiently detailed for the Contractor to perform its work, the Architect shall be under no obligation to further clarify or define the work to be performed. In all other circumstances, the Architect shall issue a field order which responds to the request for information.

2. Requests for Information (RFIs) are for requests on clarifications or questions on the Drawings and/or the Specifications, not contract terms, scheduling items, or general correspondence nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution of materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. Neither the Architect nor the Construction Manager shall fill said forms out on the Contractor's behalf.

U. The Contractor shall, prior to the start of any portion of the Work:

1. review any specified construction or installation procedures, including those as may be recommended by the proposed manufacturer;

2. advise the Architect if the specified procedure(s) deviates from good construction practice;

3. advise the Architect if following said procedure(s) will affect any warranty, including the Contractor's general warranty;

4. advise the Architect of any objections the Contractor may have to the specified procedure(s); and

5. propose any alternative procedure(s) which the Contractor will warrant.

V.

1. To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer. Product

manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If the Contractor is given option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

2. The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other Contractors. If a dispute arises between contractors over concurrently selectable but incompatible products, the Architect will determine which products shall be used.

3. With respect to sitework materials, all products submitted for use and incorporated into the Project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.

4. All products submitted for use and incorporated into the Project shall be asbestos free.

W. Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind type, brand, or manufacturer or material other than those named in the Specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for substitutions as set forth in Article 6.X below.

X.

1. Substitutions. If the Contractor desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Contractor shall indicate the desired substitution in its bid, including the following:

- a. For which specified material or equipment the request for substitution is being made.
- b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items.
- c. Written documentation evidencing that the substituted material or equipment meets or exceeds the Specifications for materials and/or equipment set forth in the Project Manual. Such documentation shall include, but not limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions,

operating procedures, significant qualities of proposed substitution (*e.g.*, performance, weight, size, durability and visual effects), and other like information necessary for a complete evaluation of the substitution. Additionally, the Contractor shall provide material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated. All such data shall be provided to the Architect and the Owner at the Contractor's sole expense. The Contractor's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Project in the event the substitution is acceptable. Additionally, the Contractor shall submit to the Architect information describing in specific detail how the proposed substituted product differs from the quality and performance required by the Specifications, and such other information as may be required by the Owner or the Architect.

- d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate proposed substitution.
- e. Samples, where applicable or requested.
- f. Detailed comparison of the Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
- g. Detailed comparison of the difference in cost between the specified product and the proposed substitution, including any and all costs associated with changes or modifications needed to other parts of the work and to construction performed by the Owner and/or separate contractors that will be necessary to accommodate proposed substitution. In the event the substitution is accepted, the Contractor proposing the use of the substitution shall bear all costs associated with said changes or modifications.

2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:

- a. represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified;

- b. represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product;
- c. certifies that the cost data is complete and includes all related costs under this contract, including professional services necessary and/or required for the Architect/Engineer to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent;
- d. represents that it will coordinate the installation of the accepted substitute, making all such changes to the Drawings effected by the change, including but not limited to the electrical, plumbing, site work, and heating and ventilating specifications as may be required for the work to be complete in all respects;
- e. will provide an affidavit stating that: (1) the proposed substitution conforms and meets all the requirements of the pertinent specifications and the requirements shown on the Drawings; and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; and the proposed substitution will have no effect on the construction schedule.

3. Proposals for substitutions shall be submitted with the Contractor's bid.

4. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

Y.

1. Submittal of shop drawings, product data, material safety data sheets, samples, or similar submittals shall be in accordance with the provisions of the Project Manual.

2. The Contractor represents and warrants that all shop drawings have been prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer, job specific, reviewed by the Contractor and stamped by the Contractor.

3. If the Contractor elects to perform its work without approvals, such work shall be at the Contractor's own risk and expense.

4. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of its work.

5. The Contractor shall not be relieved of responsibility for deviations from requirements of its work by the Architect's approval of shop drawings, product data, samples, or similar submittals, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors and/or omissions in the shop Drawings, product data, samples or other of its submittals to the Architect, by the Architect's approval thereof.

6. The Architect shall review, approve, reject, or take other appropriate action respecting submittals made by the Contractor as set forth in the Project Manual. The Architect shall check for conformance with information given in the Drawings and Project Manual and the design concept expressed in the Agreement between the Owner and the Contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor. Further, the Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences, or procedures.

The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

7. Upon the Architect's rejection of the Contractor's shop drawings, product data, samples, and/or other documentation submitted by the Contractor to the Architect, the Contractor shall review the rejection and re-submit such shop drawing, product data, sample and or other document in accordance with the Architect's instruction. The Contractor shall direct the Architect's specific attention in writing or on re-submitted shop drawings, product data, samples, or similar submittals, to revision which have been made, including revisions not specifically requested by the Architect. Resubmission of rejected documents shall be performed within two (2) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.

8. When professional certification of performance criteria of materials, systems, or equipment is required of the Contractor, the Architect shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications provided, however, if the Architect, in its reasonable and professional judgment considers it advisable, the Architect shall verify the accuracy and completeness of any and all such calculations and/or certifications. In the event any and all such calculations and/or certifications are found to be inaccurate and/or incomplete by the Architect, the Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of the Architect's additional services associated with the verification of such calculations and/or certifications and the expense of the Architect's additional service made necessary by the failure of such calculations and/or certifications to be accurate or complete.

9. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review as set forth in the Project Manual.

Z. The Architect will interpret and decide matters concerning performance under and requirements of the Drawings and/or the Specifications on written request of the Contractor. Such interpretations may, at the Architect's option, be issued in the form of additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Contractor's work. Such drawings or instructions may be forwarded by the Architect to the Contractor by field order, construction change directive or other notice to the Contractor. The Contractor shall execute the work for which it requested an interpretation in accordance with such additional drawings or instructions without additional cost or extension of its contract time. After a decision has been rendered by the Architect on a matter for which the Contractor sought the Architect's interpretation of the Drawings and/or the Specifications, the Contractor shall proceed with the work as directed by the Architect. Failure to proceed with the work in accordance with the Architect's interpretation may be used as a basis for termination of the Contractor's contract pursuant to Article 17 of these General Conditions.

AA. The Contractor shall maintain at the site one record copy of the Drawings, the Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved shop drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and the Construction Manager and shall be delivered to the Construction Manager for submittal to the Owner upon the completion of its work.

BB. The Contractor shall maintain at the site, and shall make available to the Owner, the Construction Manager, and the Architect, one record copy of the Drawings (the "Record Drawings") in good order. The record drawings shall be prepared and updated during the prosecution of the Contractor's work. The prints for record drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural and/or structural changes in the design; and (vi) such other information as either the Owner or the Architect may reasonably request. At the completion of the work, the Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower right hand corner. The colored record drawing and the as-built reproducible drawing shall be forwarded to the Construction Manager for delivery to the Owner. Final payment and any retainage shall not be due and owing to the Contractor until the record and/or as built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

CC. The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies. All approved drawings shall be wrapped, marked, and delivered to the Owner within sixty (60) days of final completion of the Contractor's work.

DD. Each Prime Contractor shall be furnished, free of charge, three (3) copies of the Contract Documents and Project Manuals, including all Addenda. Any and all additional copies will be furnished to the Contractor at the cost of reproduction, postage, and handling.

ARTICLE 7 CONTRACTOR'S SAFETY/SECURITY PROGRAM

A.

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its work. Prior to beginning any work, the Contractor shall submit a copy of its corporate safety plan to the Owner and the Architect. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a Site Safety/Logistics Plan to the Owner and the Architect. The site logistics plan should minimally include locations of the eight-foot high temporary fence and gates, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radius, and lift locations, stockpiles, toilet locations, site water and power locations, and safety. This plan shall also show the location of all staging and storage areas, clearly separating construction and school areas. The logistical information represented by the construction documents shall serve as a minimal guide. Each contractor is required to submit their corporate safety policy within ten (10) days of receipt of the Notice to Proceed. Said policy must minimally meet OSHA standards and define details concerning the maintenance of a safe work environment and shall also define practices for the maintenance of hygiene and minimizing the spread of infectious/contagious diseases. The Contractor shall make the participation of its SubContractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Owner and the Architect. The Owner and the Architect shall establish a fire coordination procedure and shall forward same to the Contractor for its use during the performance of its work.

2. Where applicable, the Contractor shall provide its COVID-19 Safety Plan to the Owner prior to the start of any work. The Contractor shall designate a person on its staff to be responsible for monitoring the wearing of Personal Protective Equipment ("PPE") by each person on site working with or for the Contractor. The Contractor shall strictly follow and ensure that its SubContractors follow Contractor's COVID-19 Safety Plan, as well as all applicable Center for Disease Control guidelines and Local, State & Federal Orders.

3. All laborers, workers, and mechanics employed in the performance of the work of the Project shall be certified as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

4. The Contractor and its SubContractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the New York State Education Department ("NYSED"), and the Contractors' Safety Program.

5. All safety equipment, including hard hats and weather protective gear required for the Contractor to perform its work, are to be supplied by the Contractor and/or its SubContractors. Within the designated construction areas, the Contractor's employees, superintendents, and/or other agents, and its SubContractors, employees, superintendents, and/or other agents are required to wear hard hats and other required and/or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the Project. No prior warnings will be given by the Owner, the Construction Manager, and/or the Architect. The Contractor and its SubContractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the Project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

6. The Contractor and its SubContractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of its construction safety program, the Contractor and its SubContractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner and the Construction Manager.

7. The Construction Manager and/or the Owner reserve the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Contractor, at its own expense, must make corrections within two (2) working days of receiving a written report.

8. All flagmen required for deliveries to the site are to be furnished by the Contractor or its SubContractors responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests.

B. The Contractor shall schedule weekly safety meetings and each of its SubContractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. The Contractor shall notify the Construction Manager in writing of its "OSHA Competent Person Regarding Safety." Said person must be an individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. This person shall be the Contractor's Superintendent, unless otherwise designated by the Contractor in writing to the Construction Manager and the Architect. The Contractor shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Contractor shall notify its employees and its SubContractors of the location of the nearest fire alarm box at all locations where the work is in progress. On a weekly

basis, the Contractor shall submit to the Construction Manager and the Architect minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.

C. The Contractor and each of its SubContractors shall conduct its/their operation in accordance with all applicable federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies. The Contractor agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.

D. The Contractor shall give notices and comply with applicable federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies, of public authorities or governmental agencies bearing on safety of persons or property or their protection from damage, injury, or loss.

E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for surety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

F. The Contractor shall take reasonable precautions for the safety and protection of employees at the Project and other person who may be affected by its work, including but not limited to students, staff, employees and agents of the Owner, the Construction Manager, and the Architect.

G. The Contractor shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work, whether stored on or off the site and whether in its care, custody and control or that of its SubContractors, subcontractors to its subcontractors, or material suppliers.

H. The Contractor shall take all steps necessary to protect all property at or adjacent to the site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

I. All delivery vehicles/trucks/machinery/etc. permitted on the site must be equipped with back-up alarms and enter through the designated access points. The Contractor's failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with this cancellation will be the responsibility of the Contractor responsible for the work involved.

J. All crane picks, materials delivery, etc. must be coordinated so as not to lift over any occupied area of the building. If absolutely necessary, this work shall be done on off hours to ensure the safety of the building occupants. Crane location must be approved by the Construction Manager and the Owner in writing prior to the use of same to ensure the safety of building occupants.

K. The Owner or the Construction Manager reserves the right to have all hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Contractor, at its own expense, must make corrections cited by the inspector before continuing work. The Owner or the Construction Manager will not assume any responsibility for the safe operation of any hoisting equipment by exercising this right. The Contractor and/or its SubContractor(s) shall cooperate with the inspector by allowing time for the inspection. The Contractor shall be notified twenty-four (24) hours prior to the time of the inspection. These inspections do not release the Contractor of its responsibility to provide all engineering, permits and inspections as required by OSHA or the NYSED prior to use of any hoisting equipment.

L. The Contractor shall use the entrances designated on the site logistic plans and Drawings for personal vehicles, trucks, equipment, deliveries, and the like.

M. All interior temporary partitions and emergency egress barriers (if required) are to be installed on an after-hours basis (weekends/school holidays).

N.

1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its Work, the Contractor shall obtain the Owner and the Construction Manager's consent for the use of such materials, equipment, or unusual construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Contractor with alternative means, methods and/or techniques, the Contractor shall employ such alternate means of prosecuting its work at no additional cost to the Owner.

2. In the event the Owner approves the use or storage of such hazardous materials, equipment or unusual construction methods, the Contractor shall provide for the Owner's and the Construction Manager's use a full set of safety instructions relating to all such materials. Additionally, when the Owner and/or the Construction Manager reviews the use of storage of such hazardous materials, equipment, and or unusual construction methods, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

3. Transportation, storage, and use of explosives shall be in strict accordance with all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies. All safety precautions as set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. shall be observed.

4. The Contractor is responsible for its own storage and personnel trailers at the site. The Contractor will be required to supply man trailers and storage box trailers as required. All costs related to delivery, construction, protection, power, etc. for said trailers are the responsibility of the Contractor utilizing the space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of personnel and/or storage trailer will be strictly limited to pre-

determined locations. The Contractor shall obtain the prior written approval of the placement of any trailer or storage box from the Construction Manager.

O. During construction, the General Contractor shall be responsible for maintaining a watertight structure. This shall include additions and existing buildings. The General Contractor shall be responsible for temporary roofing, tarps, and other protection at roofs, cavity walls, etc. Should the General Contractor fail to provide adequate protection, causing flooding, damage, or other disturbance to the existing building, the Contractor shall be responsible for all costs associated with clean up and repairs. Inasmuch as flooding and damage have safety implications to the general public, clean up, and repairs may be made by the Owner without warning to the General Contractor. Administration costs incurred by the Owner and Architect will also be back charged to the General Contractor. The General Contractor, by entering into contract with the Owner agrees to be liable for these costs.

P. When all or a portion of the Contractor's work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the work, as necessary, from injury or damage by any cause.

Q.

1. The Contractor shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owner's property (other than damage or loss covered by insurance) caused in whole or in part by the Contractor, a SubContractor, a Sub-SubContractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

2. Title to all completed or partially completed work at the job site, and to all materials delivered to and stored at said job site which are intended to become a part of the completed work covered by the Agreement between the Contractor and the Owner, shall be in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, the Contractor shall be liable for all loss of or damage to said completed work, partially completed work, materials furnished by the Contractor, and/or materials or equipment furnished by others, the custody of which has been given to the Contractor, arising from any cause other than those against which the Owner herein undertakes to carry insurance. In the event of loss or damage caused by the Contractor, the Contractor shall replace or repair same at its own cost and expense, to the satisfaction of the Owner, the Construction Manager, and the Architect.

R. The Contractor shall promptly report in writing to the Owner, the Architect, and the Construction Manager all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements or any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, the Construction Manager, and the Architect.

S. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

T. Any and all fines or citations levied against the Owner, the Architect, or the Construction Manager due to the failure of the Contractor to comply with regulations of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies.

U. The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and the Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and the Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, and to the extent permitted by law, the Contractor is solely responsible for compliance with all such federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies imposed for the protection of persons performing the Contract.

V. The Construction Manager, the Owner, and/or the Architect will not assume any responsibility for the safe operation of any cranes or equipment. The Contractor and its SubContractors shall cooperate with the inspector by allowing time for inspection. The Contractor will be notified twenty-four (24) hours prior to the time of the actual inspection. The Contractor is obligated to perform all engineering, obtain all permits (except as otherwise noted in Article 6(Q), and to have all hoisting equipment inspected as required by OSHA, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction. Copies of all inspection reports and certificates must be transmitted to the Construction Manager as soon as possible.

ARTICLE 8 CHANGES IN THE WORK

A. Without invalidating the Agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Contractor's work. Such additions, deletions or revisions will be authorized by field order, change order, or construction change directive.

B. Field orders are an interpretation of the Drawings and/or the Specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contractor's total contract sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of time of the Contractor's time to complete its work. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its work and/or the work of other contractors engaged by the Owner in connection with the Project. All field orders shall be given to the Contractor and the Construction Manager by the Architect in writing.

C.

1. When the Owner or the Architect (in association with the Construction Manager) request that the Contractor perform work which is not included in the contract Drawings or the Specifications and which will result in additional cost to the Owner, the Architect/Construction Manager shall issue a PCO Number and shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and the Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a contractor, its subcontractor(s) or subcontractor(s) of subcontractor(s) perform in connection with additional work shall be submitted using the following format and in no event shall the total for overhead and profit (Contractor and SubContractor Costs) on any change order exceed fifteen percent (15%) of the cost of the work.

1.	Materials (Itemized Breakdown) including quantities and cost	
2.	Labor (Itemized Breakdown)	
3.	Subtotal (Add lines 1 and 2)	
4.	Credit for work not required due to additional or changes to the work reflected in the within change order (if any)	
5.	Overhead (10% x line 3)	
6.	Subtotal (Add lines 3 through 5)	
7.	Sub-Contract Work (Include itemized breakdown. Sub-Contractor(s) overhead and profit allowed is 10%)	
8.	Subtotal (Add lines 6 and 7)	
9.	Profit (5% x line 8)	
10.	Subtotal (Add lines 8 and 9)	
11.	Rental Value of Equipment (Itemized Breakdown)	
12.	Actual additional charges for bonds	
13.	TOTAL CHANGE ORDER (Add lines 10, 11 and 12)	

2. All proposals submitted by the Contractor without the itemization indicated herein will be returned to the Contractor for re-submission by the Contractor. For any work performed by the Contractor's own forces, fifteen percent (15%) for overhead and profit will be allowed for labor and material related costs. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall any change order proposal exceed fifteen percent (15%) of the cost of the work.

The Contractor shall not be entitled to recover overhead and profit on the rental value of equipment and machinery. "Equipment and machinery" shall not include: (1) tools customarily used by the Contractor's trade, including but not limited to hand tools; and/or (2) equipment and machinery already on site and being utilized by the Contractor for the original scope of work.

The Contractor shall submit with its change order proposals actual invoices from its insurance broker reflecting actual additional costs associated with the procurement of bonds.

3. The Contractor's SubContractor's proposal for any work it is to perform in connection with the additional work shall only include ten percent (10%) for the SubContractor's overhead and profit including sub-subcontracted work. The Contractor is entitled to five percent (5%) on work performed by its SubContractor in accordance with paragraph C(1) of this Article 8. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall the Contractor or the Contractor's SubContractor(s) be entitled to be reimbursed for overtime, except when specifically approved by the Owner in writing and not as an Extraordinary Measure as set forth in Article 13, and in such event the Contractor shall be paid for by the Owner on the basis of premium payment.

4. Notwithstanding the foregoing, work which is performed pursuant to an allowance included in the Contractor's base contract, the provisions of Article 9, paragraph B, concerning itemization of such work shall be controlling.

5.

- a. A change in the Contract Sum shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim as defined in Article 18 of these General Conditions to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. **No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.**
- b. Upon the Contractor's completion of the Change Order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:
 - (1) Certified payrolls itemizing the labor actually utilized in connection with the change order work.
 - (2) Copies of invoices from SubContractors supplying work in connection with the change order work.

D.

1. When the Owner or the Architect request that portions of the Contractor's work originally included in the Drawings or the Specifications be deleted and which will result in a reduction of the Contractor's original contract sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such work from its contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such work including labor and materials and shall be submitted using the format set forth in Article 8, paragraph C(1) or the schedule of values, whichever is greater. The Contractor shall not be entitled to retain its overhead and/or profit for such work nor shall any of its SubContractors which were to perform the work being deducted from the Contractor's scope of work.

Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase/decrease with respect to that change.

2. The Owner may in its sole discretion deduct and/or reduce the scope of the Contractor's contract with or without any specific reasons therefor.

E.

1. In the event the Contractor and the Owner cannot agree on the sum by which its contract with the Owner is to be increased or reduced based upon changes to the scope of the work as described in this Article 8, the Architect shall issue a construction change directive reflecting the addition and/or deduction of the scope of the Contractor's contract and the Contractor will (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the work of this or other contractors working at the site, and (b) in the case of work to be deducted from the scope of the Contractor's work, refrain from taking any steps in connection with the work associated with the deduction and/or reduction of the scope of the Contractor's work. The construction change directive shall include (a) a description of the work being added or deducted from the Contractor's scope of work; (b) the amount the Owner has determined to be the cost associated with the additional work or deduction and/or reduction of the scope of the Contractor's contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's contract sum, or until a claim filed by the Contractor has been determined; (c) the extent to which the contract time will be adjusted as a result of the change in the scope of work. Any claims must be filed in accordance with the requirements set forth in Article 18 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

2. In the event the Contractor and the Owner reach Agreement on the amount by which the Contractor's contract sum is to be increased or decreased based upon changes to the scope of the Contractor's work as described in this Article 8, the Architect, the Owner, the Construction Manager, and the Contractor shall sign a change order reflecting such agreement. The change order shall include: (a) the description of the change in the scope of the Contractor's work; (b) the amount of the adjustment to the Contractor's contract sum, if any; and (c) the length of time by which the time to complete the contract will be adjusted, if any. Agreement between the Owner and the Contractor in connection with any change order shall constitute a final settlement of all matters relating to the change in the Contractor's work as reflected in said change order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contractor's contract sum and the construction schedule. All such change orders for which the Owner and the Contractor have reached agreement shall be included as a separate line item in the Contractor's applications for payment as if originally part of the Contractor's agreement with the Owner.

F. Neither the Owner, the Construction Manager nor the Architect may issue instructions to the Contractor to change the amount of the Contract, except by properly executed Change Orders

or Construction Change Directive. Instructions are issued by the Owner or the Construction Manager through the Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a Change Order, signed by the Owner, the Architect and the Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum. No amount shall be payable by the Owner to the Contractor for performance of work without an executed Change Order.

ARTICLE 9 PAYMENTS

A.

1. Prior to commencing its work on the Project and within one (1) week of receipt of a Notice to Proceed, the Contractor shall submit to the Construction Manager and the Architect, a schedule of values which includes the amount of money it has allocated in its bid price for the following items of work which are applicable to the Contractor's work. Said schedule of values shall include each of the CSI division sections reflected in the Specifications and applicable to the contract for which the Contractor has been awarded the contract, together with the requirements for bonds/insurance (based upon actual invoice amount), general conditions, meeting attendance and meeting documentation (at least two percent (2%) of the contract sum), shop drawing/product data/sample submissions (at least one percent (1%) of contract sum), labor and materials on line items as applicable, temporary utilities and services, HVAC balance reports, coordination drawings, punch list (at least one percent (1%) of the contract sum), warranties/guarantees and close out of the Project (at least three percent (3%) of the contract sum), and allowance, where applicable.

2. Any schedule of values which fails to include sufficient detail, is unbalanced or exhibits "front loading" of the value of the Contractor's work will be rejected. Furthermore, if the schedule of values has been approved by the Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or the Architect to be improper for any reason, sufficient funds shall be withheld from the Contractors' future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's work.

3. The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any NYSED requirements for the Project.

4. The schedule of values prepared by the Contractor must be approved by the Construction Manager and the Architect prior to the payment of any sums due the Contractor.

B. The Contractor shall include in its contract sum all allowances stated in the Specifications. However, the Contractor's costs for unloading and handling at the site, overhead, profit, and other expenses contemplated for the stated allowance amounts shall be included in its contract sum and not in the allowances.

C. The Contractor shall submit its applications for payment to the Construction Manager and the Architect on a periodic basis. The form to be used by the Contractor shall be AIA G732 and 703/CMA approved by the Construction Manager, the Architect, and the Owner for use in connection with the Contractor's work. The form shall be divided in sufficiently in the same form as the Contractor's schedule of values and shall reflect in separate line items for the work:

1. Total value of the work listing labor and material separately.
2. Percentage of work completed at the time of submission of the application for payment.
3. Value of the work completed at the time of submission of the application for payment.
4. Percent of previous amount billed.
5. Previous amount billed.
6. Current percent completed.
7. Value of work completed to date.
8. Percent remaining to be completed by the Contractor.
9. Value of work remaining to be completed by the Contractor.

D.

1. Payments to the Contractor shall be based upon materials and equipment delivered and suitably stored at the site and/or incorporated into the Contractor's work, together with the labor utilized by the Contractor in connection with its work. The Contractor may be paid for materials and/or equipment which has been delivered to the Owner's facilities but which, at the time of submission of its application for payment, has not yet been incorporated into the Contractor's work upon such conditions and requirements as the Owner, the Construction Manager and/or the Architect may advise the Contractor it must satisfy.

2. The Construction Manager and the Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Construction Manager and/or the Architect may make such adjustments under the following circumstances:

- a. the Contractor's failure to remedy defective work;
- b. the filing of third-party claims or reasonable evidence that there is a probability that such claims will be filed;

- c. receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the Project;
- d. the Contractor's failure to make proper payments to its SubContractors or material suppliers for labor, materials and/or equipment;
- e. reasonable evidence that the Contractor will not complete its work for the unpaid balance of the remaining monies on its contract;
- f. damages caused to the Owner, the Construction Manager, the Architect or another contractor as a result of the Contractor's performance of its work;
- g. reasonable evidence that the Contractor will not complete its work in accordance with its Agreement with the Owner, and/or that the remaining monies available on the Contractor's contract will not be sufficient to cover actual or liquidated damages for the anticipated delay;
- h. the Contractor's failure to carry out its work in accordance with the Drawings and/or the Specifications;
- i. the Contractor's failure to notify the Architect of errors or inconsistencies between and among the Drawings and the Specifications;
- j. the Contractor's and/or its SubContractors' failure to comply with the requirements for maintaining record drawings;
- k. the Architect's and/or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete;
- l. such other acts and/or omissions by the Contractor in connection with the performance of its work;
- m. the amount requested exceeds the percent completion of work on the site.

3. After any such adjustments are made to the Contractor's application for payment, the Contractor shall submit four (4) copies of the final draft of its application for payment to the Construction Manager and the Architect, which shall be accompanied by the following documentation:

- a. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all SubContractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any SubContractor and

material suppliers in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such SubContractors and material suppliers;

- b. Duly executed waivers of public improvement liens from all SubContractors and material suppliers and lower tiered SubContractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous application for payment; and AIA Form G706 or G706A.
- c. Certified payroll for employees of the Contractor and employees of SubContractors performing work on the Project.
- d. Copies of invoices submitted to the Contractor by its SubContractors and/or material suppliers.
- e. Such other information which the Owner, the Construction Manager and/or the Architect request the Contractor furnish in connection with its application for payment, including but not limited to, Contractor change order log, Contractor submittal log and as built drawings to date.

4. Upon submission of its application for payment, the Contractor represents that it is entitled to payment in the amount for which it seeks payment.

5. In addition to the right to make adjustments to the amount the Contractor claims is due (as set forth in subparagraph 2 of this Paragraph D), the Owner may withhold payment from the Contractor and the Architect and/or the Construction Manager may withhold certification for payment, if any of the reasons set forth in subparagraph 2 exist.

6. The Owner shall make payment to the Contractor within forty-five (45) days of receipt of the Contractor's requisition of payment unless such requisition of payment is not in accordance with the terms of the Construction Documents.

7. Upon receipt of payment by the Owner, the Contractor shall promptly make payment to each of its SubContractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Architect, the Construction Manager, and/or the Owner to ensure payment to the Contractor's SubContractors and/or material suppliers.

8.

- a. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to one hundred fifty percent (150%) of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.
- b. The Owner may release any payment withheld due to the filing of a public improvement lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner; and (3) in an amount not less the one hundred fifty percent (150%) of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.

E.

1. The Contractor shall not be entitled to payment for materials and/or equipment stored off the site unless previously approved in writing by the Owner, the Architect, and/or the Construction Manager and upon the Contractor meeting any and all conditions which the Owner, the Architect, and/or the Construction Manager may impose in connection with such materials and/or equipment, including but not limited to insurance for such materials and cost of storage and transportation associated with such materials and/or equipment. No payment will be made for "commodity type" stored materials such as block, studs, sheetrock, roofing, insulation, piping, fittings, conduit work, etc.

2. In connection with materials and/or equipment stored off the Project site, the Contractor must submit with its application for payment the following information:

- a. Type of material must be specifically identified by the Contractor;
- b. The Contractor must furnish an invoice from its supplier showing the total value of material and/or equipment being stored off site and must provide the bill of lading for such material and/or equipment;
- c. The Contractor must provide a Certificate of Insurance in a form approved by the Owner for the full value of the item plus ten percent (10%).
- d. The Contractor must execute a security agreement, together with an executed UCC-1 form;

- e. The materials must be stored in a bonded warehouse;
- f. The Contractor must furnish a bill of sale for stored material and/or equipment;
- g. The Contractor still has liability for all materials whether paid or not until installed.

3. Any and all materials and/or equipment for which the Contractor has been paid shall be titled in the Owner upon installation by the Contractor and shall be stored in a bonded facility. For payment to be made to the Contractor, the Contractor must provide the Owner with a waiver of lien and general release from its supplier in connection with its provisions of such materials and/or equipment. Notwithstanding payment by the Owner, any and all warranties and/or guarantees required to be provided shall not begin to run until the Contractor has completed all of its work.

4. Prior to payment by the Owner, the Contractor may be required to provide the Architect and the Construction Manager with an opportunity to visually inspect the materials and/or equipment for the purpose of determining that such materials are in fact in storage, are the materials specified for the Contractor's work and for any other purpose which the Owner, Construction Manager, and/or the Architect deem necessary for payment to be made to the Contractor.

F. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to its Agreement with the Owner, including but not limited to these General Conditions, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contractor's contract sum by an amount equal to that which the Owner is entitled.

G. The Contractor may not assign any monies due or to become due to it pursuant to its Agreement with the Owner without the Owner's prior written consent. Any such assignment shall be in a form acceptable to the Owner. If the Contractor attempts to make such an assignment without such consent from the Owner, the Contractor shall nevertheless remain legally responsible for all obligations under its Agreement with the Owner.

H. Progress payments and all other payments shall be made in accordance with Section 106 (b) of the General Municipal Law.

I. At the same time the Contractor submits its insurance certificate to the Owner and the Construction Manager, it shall also submit to the Construction Manager the labor rates of each

category of labor for which it and/or its SubContractors shall employ (either directly or indirectly).

This information shall be itemized in the format shown below:

Contractor's Name					
Contractor's Address					
Contractor's Office Phone					
Contractor's Fax Number					
Contractor's Email Address					
Labor Rate Breakdown					
Worker's Title		Journeyman	1.5 Rate	Foreman	1.5 Rate
Base Hourly Rate					
Payroll Tax & Insurance:	\$ Per Hr.				
FICA					
Federal Unemployment					
State					
Workers Compensation					
Disability					
Other (Explanation Required)					
Subtotal					
Benefits:	\$ Per Hr				
Vacation					
Health & Welfare					
Pension					
Annuity					
401K Fund					
Other (Explanation Required)					
Other Explanation Required)					
Subtotal					
Hourly Labor Rate					

ARTICLE 10 INSURANCE REQUIREMENTS

A. Within ten (10) days of the award of the bid, the Contractor, at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be covered thereby are through the Contractor or by a SubContractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The insurance required to be procured pursuant to this Article shall be purchased from and maintained by an insurance carrier licensed and admitted to do business in the State of New York, with an AM Best rating of A-, VIII, or better. The Contractor must submit the Certificate of Insurance to the Construction Manager for the Owner's approval prior to the commencement of any work. EXCESS OR SURPLUS LINE INSURANCE CARRIERS WILL NOT BE ACCEPTED.

1. **Workers' Compensation, Paid Family Leave and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3), NYS Paid Leave and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
2. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/\$2,000,000 aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.
3. **Owners Contractors Protective (OCP) Insurance:**
For Projects less than or equal to \$1,000,000 and work on 1 story (10 feet) only:
\$1,000,000 per occurrence, \$2,000,000 aggregate with the Owner as the named insured.

For Projects greater than \$1,000,000 and/or work above one story (10 feet):
\$2,000,000 per occurrence, \$4,000,000 aggregate with the Owner as the named insured.

The Owner will be the named insured on OCP Policies. There will be no additional insureds on any OCP Policies.

4. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

5. **Umbrella/Excess Insurance**
\$5,000,000 each occurrence and aggregate for general construction (including plumbing, electrical, and HVAC) and no work at elevation (<1 story or 10 feet) or Project values less than or equal to \$1,000,000.

\$10,000,000 each occurrence and aggregate for high-risk construction, work at elevation (>1 story or 10 feet) or Project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Automobile Liability coverages.

6. **Asbestos/Lead Abatement/Pollution Liability Insurance**
If the Project requires the removal of asbestos and/or hazardous materials, the Contractor shall provide hazardous material liability insurance as follows:

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

7. **Testing Company Errors and Omission Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

B. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the Owner, the Architect, and the Construction Manager as an additional insured on the Contractor's Commercial General Liability and Excess/Umbrella insurance policies.

1. The policies naming the Owner, the Architect, and the Construction Manager as named insured or additional insured, as applicable, shall:

- a. be an insurance policy from an A.M. Best A- rated insurer, licensed and admitted to conduct business in New York State; and
- b. state that the coverage shall be primary and non-contributory coverage for the Owner, its Board, employees, and volunteers with a waiver of subrogation in favor of the Owner for all coverages including Workers Compensation.

2. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an alternative endorsement rests solely with the Owner. A completed copy of the endorsement must be attached to the certificate of insurance to include General Liability, Automobile Liability and Umbrella/Excess coverages.

3. The certificate of insurance must describe all services provided by the Contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.

4. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.

5. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity-related injuries.

6. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

7. The Contractor agrees to indemnify the Owner, the Architect and the Construction Manager for any applicable deductibles and/or self-insured retentions.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for three (3) years following the completion of work. The Contractor shall also provide proof of Workers' Compensation and New York State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

C. Coverages shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

D. The Contractor will be permitted to commence work on the Project with the insurance certificates currently on file with the Owner. On or before July 15 of each year, the Contractor will substitute said insurance certificates with insurance in strict compliance with Article 10. In addition to any other rights or remedies that the Owner may have in law, equity or pursuant to the General Conditions of Construction set forth in the Agreement between the Owner and the Contractor, in the event the Contractor fails to provide evidence of the insurance required by Article 10 by July 15, the Owner shall assess liquidated damages of \$1,000.00 for every day the Contractor fails to meet the requirements for insurance as set forth in Article 10 through final completion of the Project or the date the required insurance is submitted, whichever is earlier.

E. All insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall include a cancellation notice to the Owner pursuant to the policy terms and conditions. All insurance coverage to be provided by the Contractor shall name the Owner, the Architect, and the Construction Manager as additional insureds on the policy, with the exception of Owners Contractors Policies. Additionally, the insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall state that the Contractor's coverage shall be the primary and non-contributory coverage for the Contractor's work. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items A through L on this Form -- additional details must be provided in writing. Policy exclusions may not be accepted.

F. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this Article 10 shall constitute a material breach of Contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special, and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner, the Architect, and the Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or a self-insured retention, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner and the Architect harmless from the payment of such deductible or self-insured retention, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor. The failure of the Owner, Construction Manager or Architect to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the Owner.

H. SubContractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work. In the event the Contractor fails to obtain the required certificates of insurance from the SubContractor and a claim is made or suffered, the Contractor shall defend, indemnify, defend, and hold harmless the Owner, Construction Manager, the Architect, Engineers, Consultants, and Sub-consultants and their officers, members of the Board, agents or employees from any and all claims for which the

required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

I. The Contractor assumes responsibility for all injury or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of the Contractor's employees from whatever cause arises. Any policy of insurance secured covering the Contractor or SubContractors leased or hired by them and any policy of insurance covering the Contractor or SubContractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

J. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.

K. The Owner and the Contractor waive all rights against each other and any of their SubContractors, Sub-SubContractors, agents, and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance policy procured, pursuant to paragraph A of this Article 10, or other property insurance applicable to the Contractor's work.

L. Before commencement of its work, the Contractor shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions of the Contract for Construction.

M. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for itself, to pay premiums, and to charge the cost to the Contractor.

ARTICLE 11 REQUIRED BONDS FOR THE PROJECT

A. Within ten (10) days of the award of the bid, the Contractor shall furnish a Performance Bond, Labor and Material Payment Bond and Maintenance Bond (to be in effect during the warranty period) meeting all statutory requirements of the State of New York.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "VIII" or better as to

“Financial Size Category.” Such bonds shall remain in effect for a period not less than three (3) years following final completion of the work by the Contractor.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as amended.

F. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to one hundred percent (100%) of the Contract Sum. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum.

G. Every Bond must display the Surety’s Bond Number.

H. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

I. A rider including the following provisions shall be attached to each Bond:

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

3. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within three (3) years after termination by the Owner of the Contractor’s contract or within three years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the three-year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.

J. The Contractor shall deliver the required bonds to the Owner prior to beginning construction activity at the site, but no later than ten (10) days of issue date of Notice of Award of Contract. Said bonds shall be in the form set forth in the Project Manual. No work shall be performed by the Contractor until such bonds have been reviewed and approved.

K. The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of the progress of the Contractor's work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's work.

L. If the surety on any bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

ARTICLE 12 INDEMNIFICATION

A. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers and agents; and (3) the Construction Manager, its consultants, employees, officers and agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorney's fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any of its subcontractors or any person or firm directly or indirectly employed by such contractor, for the act(s) and/or omission(s) of any contractor or subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be

limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a SubContractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and its agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers and agents from and against any actions, lawsuits, or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's Project funds, including all the cost and expense of said liens, and including but not limited to attorney's fees incurred by each or any of them.

E. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for violation of all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof.

F. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for claims made by third parties, including SubContractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof.

G. The Contractor shall defend, indemnify and hold harmless (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such contractor, with respect to violations of OSHA requirements, rules, and/or regulations.

H. The indemnification obligations set forth herein shall become effective upon the Owner, the Architect or the Construction Manager's receipt of a claim for which the Contractor is required to provide indemnification to the Owner, the Architect, or the Construction Manager. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor. In the event the Owner, the Architect, or the Construction Manager is required to bring an action to enforce the indemnification obligations set forth herein, the Contractor shall be liable to the Owner, the Architect, and/or the Construction Manager for all costs associated with said action including attorney's fees.

ARTICLE 13 TIME FOR COMPLETION OF WORK

A. The date of commencement of the Contractor's work shall be as indicated in the Agreement between the Contractor and the Owner. The date shall not be postponed or extended by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible to act. Time limits stated in the Agreement between the Owner and the Contractor are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

B. The Contractor shall not commence work on the site until two certified copies of all insurance policies and bonds required by Articles 10 and 11 of these General Conditions are provided to the Owner and accepted by the Owner. The date of commencement and/or completion of the Contractor's work shall not be changed by the effective date of such insurance. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the acceptance of the insurance and bonds required by Article 10 and Article 11 of these General Conditions.

C. The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion of the work in accordance with the schedule set forth in the Agreement. The Contractor shall cooperate with the Owner, the Architect, the Construction Manager, and other contractors on the Project, making every reasonable effort to reduce the contract time.

D.

1. In the event the Owner determines that the performance of the Contractor's work, as of a milestone date, has not progressed or reached the level of completion required by its contract, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, facilities; and/or (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the Contractor progresses its work in compliance with the stage of completion required by the Agreement with the Owner. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

2. The Contractor shall not be entitled to an adjustment in its contract sum in connection with Extraordinary Measures ordered by the Owner under or pursuant to Paragraph D(1).

3. The Owner may exercise the rights furnished the Owner under or pursuant to Paragraph D(1) as frequently as the Owner deems necessary to ensure that the Contractor's performance of its work will comply with any Milestone Date or completion date set forth in the Contractor's Agreement with it.

4. The Owner reserves the right to withhold payment from the Contractor until such time as the Contractor submits a daily schedule showing work to be again on schedule with the Construction Schedule and/or until its work is being installed according to the Project construction schedule, without additional cost to the Owner.

E. The Contractor shall achieve substantial completion of its work in accordance with the schedule for the work set forth in the Project Manual included as part of the Agreement with the Owner. Milestone Dates are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 13.

F. Substantial completion shall be achieved by the Contractor when the Contractor has completed ninety-eight percent (98%) of its work. Work remaining to be completed after substantial completion shall be limited to items which can ordinarily be completed within the period between the payment at the time of substantial completion and final payment.

G.

1. The Project is to be physically completed in accordance with the time limits set forth in the Agreement between the Owner and the Contractor and as further set forth in the Project Manual and/or bidding documents. Liquidated damages will be assessed in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) for each and every calendar day after such time allowed for completion.

2. The Contractor realizes that time is of the essence on this Contract and the completion date and milestone date for each work item in its Agreement, a Milestone Date reflected on the Project schedule, or the date of substantial completion of the Contractor's work shall be no later than the date indicated therein. In the event the Contractor fails to complete any work or substantially complete the work under this contract by said schedule date, the sum per calendar day for each date not met, as delineated above, will be subtracted from the payment due the Contractor (or, if the amount due the Contractor as payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where the Contractor has applied for and been granted an extension of time in accordance with the provisions of this Article 13.

3. The said sum per calendar day shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon dates of substantial completion. Such

Liquidated Damages shall be in addition to any other damages (other than by reason of delay) the Owner may incur as a result of the Contractor's breach of contract. In the event that substantial completion of its work is not achieved in accordance with the Project schedule, inspections will be performed once each week unless the Owner or the Architect determines, at their sole discretion, that additional inspections are not needed. All costs incurred by the Owner, the Construction Manager, and the Architect and the cost of additional inspections, at the rate of One Thousand Two Hundred Fifth Dollars (\$1,250.00) per inspection, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

H.

1. Within five (5) calendar days from the occurrence of same, the Contractor must apply in writing to the Owner, the Architect or the Construction Manager for an extension of time to complete its work where it has been delayed as a result of: unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, acts of the public enemy, acts of the federal or state government in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, priority or allocation orders duly issued by the federal government; and/or freight embargoes. The Contractor may not apply for an extension of time for delays in acquisitions of materials other than by reason of freight embargoes. All other delays of the Project, including but not limited to, the Architect's review and/or approval of shop Drawings and/or submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by the Owner of the Contractor's application for payment; coordination amongst contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and, therefore shall not form the basis for a claim for an extension of time by the Contractor.

2. All claims for additional time shall be supported by documentation which demonstrates to the Architect's and the Construction Manager's satisfaction that the critical path of the Work has been significantly altered by the delays to the activities in question, and that the schedule cannot be maintained by re-ordering other activities within the Project at no cost. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its work shall be memorialized by written change order, signed by the Owner, the Contractor, the Architect, and the Construction Manager. Where the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following:

For each day of delay in the completion of its work, the Contractor shall be allowed one day of additional time to complete its contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating

concurrently; only the actual period of delay as determined by the Owner or its Architect may be allowed.

3. The Owner reserves the right to delay the commencement of Work or to otherwise modify the construction schedule set forth in the bid documents in order to comply with applicable federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies related to the COVID-19 pandemic. Contractor's remedies for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of time only, as further delineated in Article 13(H)(4), below.

4. Notwithstanding anything to the contrary in the Contract Documents, an extension in the contract time, to the extent permitted under this Article 13(H), shall be the sole remedy of the Contractor for any: (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; (4) supply chain delays; or (5) other similar claims (collective referred to herein as "delay(s)"), unless a delay is caused by the Owner's active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with three (3) days' written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, but not limited to, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

ARTICLE 14

DEFICIENT AND INCOMPLETE WORK

A. The Owner, through the Architect or the Construction Manager, will have the authority to reject work performed by the Contractor which does not conform to the requirements of the Drawings and/or the Specifications.

B. The Owner, through the Architect or the Construction Manager, shall have the authority to require additional inspection or testing of the Contractor's work whether or not such work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, its SubContractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.

C.

1. If a portion of the Contractor's work is covered contrary to the Architect's request or to requirements specifically expressed in the Drawings and/or the Specifications, upon request by the Architect or the Construction Manager, the Contractor shall uncover such work for the Architect's or any governmental authority's observation and be replaced at the Contractor's sole expense without change in the Contract Time or Contract Sum.

2. If a portion of the Contractor's work has been covered which the Architect or any governmental authority has not specifically requested to observe prior to its being covered, the Architect or any governmental authority may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the Drawings and/or the Specifications, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor, at its sole cost and expense, shall uncover and replace such work.

D. The Contractor shall promptly correct work rejected by the Owner, through the Architect or the Construction Manager, which fails to conform to the requirements of its contract with the Owner, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the all costs of correcting such rejected work, including but not limited to the cost of said additional testing and/or inspection, the cost of the Architect's services incurred in conjunction with such additional testing, and any cost, loss or damages to the Owner resulting from such actions. If prior to the date of Substantial Completion, the Contractor, a SubContractor or anyone for whom either is responsible uses or damages any portion of the Work or premises, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

E. If the Contractor: (1) fails to correct work which is not in accordance with the requirements of its Agreement with the Owner; or (2) fails to carry out its work in accordance with the requirements of its Agreement with the Owner; or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the contract time; or (4) fails to remove and discharge (within ten (10) days) any lien filed upon the Owner's property by anyone claiming by, through, or under the Contractor; or (5) disregards the instructions of the Architect, the Owner or the Construction Manager, the Construction Manager, on behalf of the Owner may order the Contractor to stop its work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.

F.

1. If the Contractor defaults or neglects to carry out its work in accordance with its Agreement with the Owner and fails within a three (3) day period after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect

with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect, the Construction Manager and the Owner and such other consultants whose participation is deemed necessary by the Architect, for additional services and expenses made necessary by such default, neglect, or failure. Such action by the Construction Manager, including the amounts to be charged to the Contractor as a result of such action are subject to the prior approval of the Owner. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2. Where the Contractor's default and/or neglect to carry out its work in accordance with its Agreement with the Owner threatens the health, safety and/or welfare of the occupants of the School District's facilities and/or threatens the structural integrity and/or preservation of the School District's facilities, the Owner may proceed to carry out the Contractor's work upon twenty-four (24) hours' notice of its intention to do so to the Contractor.

G. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the Agreement between the Owner and the Contractor, the Owner may, in its discretion, accept such work and reduce the Contractor's contract sum accordingly.

ARTICLE 15

FINAL COMPLETION AND CLOSEOUT OF THE PROJECT

A.

1. When advised by the Construction Manager that the Contractor's work is near substantial completion, the Architect shall visit the site to determine whether the Contractor's work is substantially complete. If the Architect's observations of the Contractor's work discloses any item which has not been performed in accordance with the requirements of the Drawings and/or the Specifications and/or which has not been completed to the point indicated in Article 13(F) of these General Conditions, the Contractor shall complete or correct such items upon receipt of notification from the Architect that a deficiency exists. The Architect shall not issue a certificate of substantial completion for the work of the Contractor until the work has been completed in accordance with Article 13(F). Upon completion of the work outlined by the Architect to it in accordance with this paragraph A(1), the Contractor shall advise the Architect of the need for an inspection of the work. If the Architect is required to inspect the Contractor's work more than twice, the Contractor shall be liable to the Owner for cost of the services performed by the Architect or the Construction Manager as a result of additional inspections.

2. Upon determining that the Contractor's work has progressed to the point of Substantial Completion, the Architect shall prepare a punch list of the Contractor's work which shall include only minor items of work remaining to be performed by the Contractor to bring its work into compliance with the requirements of the Drawings and/or the Specifications. The Contractor shall proceed promptly to complete and correct items on the punch list issued by the Architect and shall complete said items within thirty (30) days of its receipt of the punch list from

the Architect. At the time of substantial completion, the Owner shall retain two hundred percent (200%) of the value of the punch list items from the Contractor's remaining contract sum. The value of said remaining work shall be determined by the Architect. Upon completion of the work reflected in the final punch list, the Owner shall release the monies withheld pursuant to this paragraph to the Contractor.

3. The Architect's failure to include an item of deficiency on the punch list issued to the Contractor shall not relieve the Contractor of its responsibility to perform its work in accordance with the Drawings and/or the Specifications.

B.

1. If within three (3) years after the date of Substantial Completion of the Contractor's work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of in applicable special warranty required by the Agreement between the Owner and the Contractor, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner, unless the Owner has previously given the Contractor a written acceptance of such condition. This period of three (3) years shall be extended with respect to portions of the Contractor's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Contractor's and/or termination of the Contractor's Agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.

2. The Contractor shall, within a reasonable time after receipt of written notice thereof, but in no event no later than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.

3. The obligations of the Contractor pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.

4. In the case of any work performed in correcting defects pursuant to this paragraph, the guarantee periods specified herein shall begin anew from the date of acceptance by the Owner of such work.

C. Upon receipt of written notice from the Construction Manager that the Contractor's work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Contractor's work acceptable pursuant to the terms and conditions of its Agreement with the Owner and the Contract fully performed and upon receipt of the closeout documentation required by the Contract Documents and elsewhere in the Agreement between the Owner and the Contractor, the Architect will certify to the Owner that the Contractor is entitled to final payment on the Project.

D.

1. Prior to receipt of final payment from the Owner, the Contractor shall provide to the Architect the close out documentation required by the Contract Documents.

2. The Contractor shall schedule a close out meeting with the Architect and the Construction Manager for the purpose of delivering the close out documents required pursuant to the Contract Documents and elsewhere in the Agreement between the Owner and the Contractor.

E. If the Contractor's work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the warranty periods described in the Contract Documents shall be set by the Architect at his discretion.

F. If the Architect is required to perform more than one final inspection because the Contractor's work fails to comply with the requirements of the contract, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.

G. Acceptance of final payment by the Contractor, a SubContractor or material supplier shall constitute a waiver of claims by that payee except those claims previously made in writing in accordance with the terms of Article 18 hereof and identified by that payee as unsettled at the time of final Application for Payment.

H. The Contractor shall submit all documentation identified in this section within ninety (90) days from the date of Substantial Completion. If the documentation has not been submitted, the Owner will obtain same through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner in securing such documentation.

ARTICLE 16

RELEVANT STATUTORY PROVISIONS

A. The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies, in any manner affecting the work and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the work, and in addition to any other indemnification set forth herein, the Contractor shall indemnify and save harmless the Owner, and its officers, members of the Board, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree, whether by its or by its employees or agents.

B. The Contractor and each of its SubContractors shall comply with prevailing wage rates as issued by the of New York State Department of Labor for the location and duration of the Project and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, Section 220, *et seq.* of the New York State Labor Law.

C. The Contractor and each of its SubContractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and addresses for the Department of Labor and a statement informing laborers, workers, or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification.

D. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

1. No laborer, workman or mechanic in the employ of the Contractor, SubContractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.

2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.

3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Project Manual, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

- a. the stipulated wage scale as provided in Labor Law, Section 220, Subdivision 3, as amended; or
- b. the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

E. The Contractor specifically agrees, as required by the provisions of the Labor Law of New York, Section 220-E, as amended that:

1. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of sex, race, creed, color, disability, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

2. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed, sex, disability, or national origin.

3. There may be deducted from the amount payable to the Contractor a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.

4. This Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

F. The Contractor shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its SubContractors to comply with same. In addition to the other indemnification obligations set forth herein, the Contractor shall and does hereby agree to defend, indemnify, and hold harmless the Owner, the Owner's agents, officers, members of the Board, and its employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

G. This Contract shall be void if the Contractor fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 222-a of the Labor Law of the State of New York.

H. The Contractor shall ensure that absolutely no asbestos containing material is used in conjunction with the performance of its work. The Contractor bears the sole responsibility to provide assurances that no asbestos containing material is built into the construction, or that any equipment used in the construction contains any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, as per federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies.

I. Large and small asbestos abatement projects as defined by 12 N.Y.C.R.R. 56 shall not be performed while the building is occupied. As referenced in this section, the term "building" shall mean a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and windows is provided. Work must be scheduled so that classes are not disrupted by noise or visual distraction.

J. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the Specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing which are in general accordance with the HUD Guidelines.

K. As set forth in Article 4(M), no smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a \$1,000.00 fine and/or banishment from the property.

L. Applicable codes and standards for material furnished and work installed shall include all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction, and applicable requirements of following codes and standards, including but not limited to:

1. New York State Uniform Fire Prevention and Building Code, and amendments thereto.
2. New York State Energy Conservation Construction Code.
3. State Education Department Manual of Planning Standards.
4. New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition.
5. Life Safety Code - NFPA.

M. Wherever in the Specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

N. The Owner shall be entitled to request that the Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of its Agreement in the event: (1) an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code; (2) any other similar order is entered under any other debtor relief laws; (3) the Contractor makes a general assignment for the benefit of its creditors; (4) a receiver is appointed for the benefit of its creditors; or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate the Contract in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Contractor's work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contractor.

O. The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor's SubContractor shall not discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race,

creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, marital status, familial status, status as a victim of domestic violence, pregnancy-related condition, prior arrest or conviction record, or political opinion or affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

2. The Contractor and the Contractor's SubContractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, marital status, familial status, status as a victim of domestic violence, pregnancy-related condition, prior arrest or conviction record, or political opinion or affiliation.

3. The Contractor and the Contractor's SubContractors shall certify under penalty of perjury, that:

- a. it is registered with the New York State Department of Labor pursuant to Section 220-i of the New York Labor Law; and
- b. each of the subcontractors engaged by the Contractor for this Project are also registered.
- c. The Contractor shall include with its certification, a copy of the Certificate(s) of Registration issued by the Commissioner of the Department of Labor for the Bidder and each of its subcontractor(s).

ARTICLE 17

TERMINATION OR SUSPENSION

A.

1. The Owner may terminate the Contractor's Agreement in the event the Contractor:
 - a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;
 - b. refuses or fails to correct deficient work performed by it;

- c. fails to make prompt payments to SubContractors for labor, materials, and/or equipment in accordance with the respective agreements between the Contractor and the SubContractors;
- d. disregards all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction;
- e. disregards the instructions of the Architect, the Construction Manager or the Owner (when such instructions are based on the requirements of the Contract Documents);
- f. is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of the Contractor's creditors, or a trustee or receiver is appointed for the Contractor or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; or
- g. breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- h. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or
- i. fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.
- j. fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts, or other disruptive activity;
- k. or otherwise does not fully comply with the Contract Documents.

2. When any of the above reasons exists, the Owner may, without prejudice to any other rights or remedies, terminate employment of the Contractor upon three (3) days' written notice and may, subject to any prior rights of the surety:

- a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. take possession of materials stored off site by the Contractor;
- c. take assignments of the Contractor's SubContractors in accordance with these General Conditions;

- d. finish the Work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Article 17(A)(1), the Contractor shall not be entitled to receive further payment until the completion of the Contractor's work. If the Owner's costs to complete the Contractor's work, including the expenses incurred by the Owner in connection with the services of the Architect, the Construction Manager and/or other consultants, exceed the contract balance remaining on the Contractor's contract, the Contractor shall be liable to the Owner for such excess costs. This provision shall survive termination of the Contractor's Agreement with the Owner.

B.

1. In addition to the Owner's right to carry out the work of the Contractor pursuant to the Agreement with the Contractor, the Owner may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to the Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

2. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due it:

- a. Cease operation as specified in the notice.
- b. Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract.
- c. Terminate all subcontracts and orders to the extent they relate to the Work terminated.
- d. Proceed to complete the performance of the remaining work on its contract which has not been so terminated.
- e. Take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

3. The Contractor shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this paragraph. If the Contractor's work is terminated, the Owner shall not be liable to the Contractor by reason of such termination, except that the Contractor shall be entitled to payment for the work it has properly executed in accordance with the Agreement and prior to the effective date of termination (the basis for such payment shall be as provided in the Contract) and for costs directly related to work thereafter performed by the Contractor in terminating such Work, provided such work is authorized in advance by the Architect and the Owner in writing. No payment shall be made by the Owner, however, to the

extent that such work is, was, or could have been terminated under the Contractor's Agreement with the Owner.

4. In case of a termination pursuant to this paragraph B, the Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the sum of contract monies remaining to be paid to the Contractor. The Owner shall be credited for: (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract; and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum; multiplied by fifteen percent (15%) representing the Contractor's overhead and profit.

5. For the remaining portions of the Contractor's work which have not been terminated pursuant to this paragraph B, the terms and conditions of the Contractor's Agreement with the Owner shall remain in full force and effect.

6. Upon termination of the Contractor's work or a portion of the Contractor's work pursuant to this paragraph B, the Contractor shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the Owner pursuant to this paragraph B.

C.

1. In addition to the Owner's right to suspend, delay, or interrupt the Contractor from proceeding with any portion of its work pursuant to the terms and conditions of its Agreement with the Owner, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Contractor's work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to the Contractor, specifying that portion of the Contractor's work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

2. The Contractor shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed, or interrupted.

3. The Owner shall incur no liability to the Contractor by reason of such suspension, delay, or interruption except that the Contractor may request an extension of its time to complete its work in accordance with Article 13 hereof.

D. The Contractor agrees and acknowledges that payments for the work have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department entity, or

individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity, or individual having jurisdiction has issued an order, the result of which is that the aforesaid obligations or bonds are no longer available for payment for the work, the Contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon it. The Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the Work and/or its contract pursuant to this section.

ARTICLE 18 CLAIMS AND DISPUTES

A. Definition. A “Claim” is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “Claim” also includes other

disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract.

B. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. An additional Claim made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Contractor to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Construction Manager, the Architect, and the Owner. The responsibility to substantiate Claims shall rest with the Contractor.

C. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the Contractor shall be given to the Owner and the Architect promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and (3) in the case of a condition at the site which involves a hazardous or toxic substance, as those terms are defined by OSHA or AHERA, written notice to the Owner, the Construction Manager and the Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect and/or the Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend

an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Contractor in writing, stating the reasons.

E. Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum as a result of a Change in the Work pursuant to Article 8 of these General Conditions, written notice as provided in this Article 18 shall be given before proceeding to execute the Work.

F. Claims for Additional Time. If the Contractor wishes to make Claim for an increase in the Contract Time, the Contractor shall comply with the requirements set forth in Article 13(H).

G. Nothing contained in the Contract Documents shall relieve the Contractor from compliance with any statutory requirement, including, but not limited to those contained in Education Law Section 3813.

ARTICLE 19 MISCELLANEOUS PROVISIONS

A. The Agreement between the Owner and the Contractor shall be governed by the law of the place where the Project is located; venue to be in the County in which the Project is located.

B. Historical lack of enforcement of any federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with its Agreement with the Owner unless and until the Contractor has received prior written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of such law.

C. All notices to be given hereunder shall be in writing and may be given, served, or made: (1) by depositing the same for first class mail delivery in the United States mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United States mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth hereinbelow. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

D. Except as expressly provided in the Agreement between the Owner and the Contractor, duties and obligations imposed by such Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or in equity or by other Agreement, and such rights and remedies shall survive acceptance of the Contractor's work and/or any other termination of the Contractor's Agreement with the Owner.

E. No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.

G. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state, or jurisdiction in which such provision is legal and valid.

H. The rights stated in these General Conditions and the documents which form the Agreement between the Owner and the Contractor are cumulative and not in limitation of any rights of the Owner at law or in equity.

I. The Owner shall not be responsible for damages or for loss of anticipated profits on work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's work pursuant to its Agreement with the Contractor.

J. The Owner shall not be liable to the Contractor for punitive damages on account of its termination of the Contractor or any other alleged breach of the Agreement between it and the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

K. The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect, or the Construction Manager taken in connection with the Contractor's work on the Project.

L. Upon determination by legal means (*e.g.*, court action, etc.) that termination of Contractor pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Contractor's remedy for such

termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

M. As between the Owner and the Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to warranties provided in accordance with its Agreement with the Owner, the date of any correction of work performed by the Contractor or failure to correct its work, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or the Owner, whichever occurs last.

N.

1. The Owner may occupy or use any completed or partially completed portion of the Contractor's work at any stage when such occupancy is authorized by public authorities having jurisdiction over the Project.

2. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Contractor's work, nor does it waive the Owner's right to liquidated damages. Further such occupancy alone shall not determine when Substantial Completion and performance has been reached.

3. Immediately prior to such partial occupancy or use, the Owner, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Contractor's work, and in order to prepare a complete punch list of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced.

O. The Contractor agrees not to assign, transfer, convey, or sublet or otherwise dispose of this Contract or his right, title, and interest therein or his power to execute such Contract, to any other person, firm, or corporation without the previous consent in writing of the Owner.

P. The Owner is a tax exempt organization and will take title to materials used in the Project in order to permit tax exemption.

Q. The Owner will furnish a certificate with the Owner's Tax Exemption Number to the Contractor for use in purchasing tangible personal property required for the Project.

R. This exemption shall not apply to machinery, equipment, tools, and other items purchased, leased, rented, or otherwise acquired for the Contractor's use even though the machinery, equipment, tools, or other items are used either in part or entirely on the Work. This exemption shall apply only to materials fully incorporated into the Work of the Contract as accepted and approved by the Architect.

S. The Contractor shall, upon request by the Owner, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or SubContractor for incorporation into the Work. Upon delivery of the materials to the site, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. This exemption shall apply only to materials so identified and accepted.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

FINAL REPORT OF ENVIRONMENTAL SERVICES

Performed at:

**ADMINISTRATION BUILDING
POOL SED SURVEY
1031 ELM STREET
PEEKSKILL, NY 10566**

Prepared for:



**Peekskill School District
1031 Elm St.
Peekskill, NY 10566**

Prepared by:



**WSP USA Inc.
One Penn Plaza, 4th Floor
New York, NY 10119
Tel. (212) 465-5000**

**Project No. US0033668.7833
Final Submission Date: October 28, 2024**



October 28, 2024

Mr. Carmine Crisci
School District Project Manager
Peekskill School District
1031 Elm St
Peekskill, NY 10566

**Subject: Final Report of Environmental Services
Peekskill School District
Administration Building
Pool SED Survey
1031 Elm Street
Peekskill, NY 10566**

Dear Mr. Crisci:

WSP USA, Inc. has completed a pool SED survey at the Administration building located at 1031 Elm St, Peekskill, NY 10566. The inspection included visual observation, material sampling, and laboratory sample analysis of suspect Asbestos-Containing Materials (ACM), Lead Based Paints (LBP) and Polychlorinated Biphenyls (PCBs) as part of the pool demolition project at the Administration building.

The attached report presents descriptions and results of the material sampling procedures and visual analysis. Relevant general project information is provided, followed by our findings, assessments and recommendations. Laboratory analysis data and certifications are provided in the Appendices.

If you have any questions concerning this report or if we may be of further assistance to you, please contact us.

Sincerely,

WSP USA, INC.

A handwritten signature in blue ink, appearing to read 'A. Smolyar', enclosed within a light blue circular outline.

Alexander Smolyar
Assistant Vice President, Emergency Management & IH Services



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Appendix A: Asbestos Sample Analysis Results in Tabular Form

Appendix B: Asbestos Bulk Sample Field Data Sheets with Chain of Custody & Laboratory Results

Appendix C: Asbestos Bulk Sample Location Drawings

Appendix D: Asbestos Containing Materials Location Drawings

Appendix E: Lead XRF Shot Results

Appendix F: Company License, Personnel Certifications and Laboratory Accreditations

Appendix G: Scope of Work Drawings

Appendix H: Photographic Documentation



1.0 EXECUTIVE SUMMARY

WSP USA, Inc. has performed a material inspection for the presence or absence of Asbestos-Containing Materials (ACM), Lead Based Paints (LBP) and Polychlorinated Biphenyls (PCBs) at the Administration building located at 1031 Elm St, Peekskill, NY 10566. The intent of this inspection was to screen for ACM, LBP and PCBs that may be impacted during the pool demolition project at the Administration building.

On August 13, 2024, August 19 2024 and October 21, Alex Lazar and Ivan Grujovic of WSP performed SED survey and sample collection at the subject property. Mr. Lazar is licensed as a New York State Department of Labor (NYSDOL) Asbestos Inspector (Cert# 24-6IS8N-SHAB) and a licensed New York State EPA Lead Risk Assessor (Cert# LBP-R-I175407-2). Mr. Grujovic is licensed as a New York State Department of Labor (NYSDOL) Asbestos Inspector (Cert# 24-6SFJ1-SHAB).

The results of the visual inspection and bulk sample analysis determined that the following suspect ACM, LBP and PCB materials may be impacted by the upcoming vestibule upgrade project at the Woodside Elementary School:

A. ASBESTOS-CONTAINING MATERIAL

Analytical results of the bulk samples collected on 10/21/24 by WSP indicate that the following materials **contain asbestos** (greater than 1-percent).

- **None**

Previous analytical results of the bulk samples collected on 08/13/24 and 08/19/24 by WSP indicate that the following materials **contain asbestos** (greater than 1-percent).

- **Ceiling Stucco, Tan**
- **Wall Stucco, Tan**
- **Glass Brick Mortar, Brown**

Analytical results of the bulk samples collected on 10/21/24 by WSP indicate that the following materials **did not contain asbestos** (less than 1-percent):

- **Hollow Brick Mortar, Gray – Throughout**
- **Vapor Barrier Behind Hollow Brick, Black - Throughout**

Previous analytical results of the bulk samples collected on 08/13/24 and 08/19/24 by WSP indicate that the following materials **did not contain asbestos** (less than 1-percent):

- **Ceramic Wall Tile Mortar, Grey - Pool Deck & Pool**
- **Ceramic Wall Tile Grout, Grey - Throughout**
- **Ceramic Wall Tile Grout, White - Pool**



- Ceramic Floor Tile Mortar, Grey – Throughout
- Ceramic Floor Tile Grout, Grey – Pool Deck
- Ceramic Floor Tile Grout, White – Pool
- Ceramic Floor Tile Mastic, White – Pool Deck
- Concrete Masonry Unit Mortar, Grey – Pool Area
- Interior Window Caulk, Grey – Pool Area
- Paint on Window Sill, Green - Pool Area
- Paint on Pipes, Grey - Basement
- Gasket on Pump, Maroon - Basement
- Concrete Pad, Grey - Basement
- Paint on Wall, Yellow – Stairwell to Basement
- Ceramic Floor Tile Grout, Marron – Hallway Lower Level
- 1' x 1' Ceiling Tile, White – Hallway Lower Level
- Ceramic Wall Tile Mastic, Yellow – Hallway Lower Level
- Sheetrock, White & Associated Joint Compound, White - Throughout
- Ceramic Floor Tile Grout, Tan – Shower & Bathroom
- Ceramic Ceiling Tile Mortar, White – Shower & Bathroom
- Ceramic Ceiling Tile Grout, White – Shower & Bathroom
- Ceiling Plaster, Brown – Shower & Bathroom
- Plastic Wall Pad Mastic, White – Shower & Bathroom
- Sink Undercoating, Grey – Shower & Bathroom
- Cove Base, Beige & Associated Mastic, Brown – Shower & Bathroom
- Concrete Masonry Unit Parging, Grey – Exterior, Old Windows

B. LEAD-BASED PAINT

Based upon XRF readings, lead has been confirmed to exist in the following tested combinations:

- **Off-White paint on Metal Radiator (Pool Area)**

Lead was **not detected** in the following tested combinations via XRF readings:

- Grey Paint on Concrete Deck Floor (Pool Area)
- Blue Paint on Metal Door (Pool Area)
- Blue Paint on Metal Door Frame (Pool Area)
- Grey Paint on Stucco Wall (Pool Area)
- Grey Paint on Stucco Ceiling (Pool Area)
- Grey Paint on Metal Door (Bathroom / Shower)
- Grey Paint on Metal Door Frame (Bathroom / Shower)
- Off-White Paint on Wall Plaster (Bathroom / Shower)
- White Paint on Concrete Wall (Bathroom / Shower)
- White Paint on Concrete Ceiling (Basement)
- Grey Paint on Metal Pipe (Basement)



- Blue Paint on Windows Sill (Pool Area)

C. PCB-CONTAINING MATERIAL

Analytical results of the bulk samples collected indicate that the following materials contain PCB (greater than 50 PPM).

- None

Analytical results of the bulk samples collected indicate that the following materials did not contain PCB (less than 50 PPM):

- Interior Window Caulk, Grey

2.0 FIELD INSPECTION PROCEDURES AND SAMPLE ANALYSIS METHODS

A. ASBESTOS-CONTAINING MATERIAL

Guidelines used for the inspection were established by the Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, Doc 560/5-85-024, and 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA).

Field information was organized in accordance with the AHERA methodology of homogenous area (HA). During the Inspection, reasonable effort was made to identify all locations and types of ACM materials associated with the scope of work. Sampling has included multiple samples of the same materials chosen at random. However, due to inconsistencies of a manufacturer's processes and the contractor's installation methods, materials of similar construction may contain various amounts of asbestos. Furthermore, some materials that were not originally specified to contain asbestos may in fact contain this mineral. For example, cementitious pipe insulation and plaster were frequently mixed with asbestos at the construction site for ease of application. Locating all asbestos materials can only be definitively achieved by conducting exploratory demolition and sampling every section of pipe insulation, fitting or valve covering, fireproofing, and other suspect ACM.

Bulk samples of suspect ACM are analyzed using polarized light microscopy (PLM) coupled with dispersion staining, as described in 40 CFR Part 763 and the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). NESHAPS is the standard industry protocol for the determination of asbestos in building materials. A suspect material is immersed in a solution of known refractive index and subjected to illumination by polarized light. The color displays that result are compared to a standardized atlas whereby the specific variety of asbestos is determined. It should also be recognized that PLM is primarily a qualitative identification method whereby asbestos percentage, if any, is estimated. While EPA, New York State, and New York City regulations governing ACM consider materials containing greater than 1-percent as asbestos, accurately quantifying asbestos content below 5-percent has been shown to be



unreliable.

The New York State Department of Health has recently revised the PLM Stratified Point Counting Method. The March 25th, 2011 method, "Polarized Light Microscopy Methods for Identifying and Quantifying Asbestos in Bulk Samples" can be found as Item 198.1 in the Environmental Laboratory Approval program (ELAP) Certification manual. Whereas the procedure of analysis for bulk samples that fall into the category of "Non-friable Organically Bound" (NOB) can be found in the March 25th, 2011 method "Polarized-Light Microscope Method for Identifying and Quantifying Asbestos in Non-Friable Organically Bound Bulk Samples", Item 198.6 in the ELAP Certification Manual. This category includes any sample in a flexible to rigid asphalt or vinyl matrix (floor tiles, mastic, roofing shingles, roofing felt, etc.). These samples must be "ashed" in a muffle furnace at 480-degrees Celsius (to remove organic matrix), treated with acid (to remove any mineral carbonate), and filtered through a 0.4-micron polycarbonate filter before being analyzed by PLM. The sample must be weighted between each of these steps to track the percent loss of organic matrix.

ELAP has determined that analysis of NOB materials is not reliably performed by PLM. Therefore, if PLM analysis yields results of 1-percent asbestos or less, the result must be confirmed by TEM. For bulk samples that undergo TEM analysis, the March 25th, 2011 method "Transmission Electron Microscope Method for Identifying and Quantitating Asbestos in Non-Friable organically Bound Bulk Samples" must be used and can be found as Item 198.4 in the ELAP Certification Manual. ELAP certified laboratories must include the following statement with their PLM analysis results for each "negative" (1-percent or less asbestos) NOB sample: "Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-ACM, confirmation must be made by quantitative transmission electron microscopy".

All samples are initially analyzed by Polarized Light Microscopy in accordance with Item 198.1 and 198.6 of the ELAP Certification Manual. Samples which yield a negative PLM result and which are classified as a "non-friable" material, are then re-analyzed utilizing TEM methodology in accordance with Item 198.4 of the ELAP Certification Manual. The laboratory of record performing the analyses is Atlas Environmental Lab, Corp. located at 255 West 36th Street, New York, NY 10018. The laboratory has accreditation from the following agencies:

- National Voluntary Laboratory Accreditation Program (Lab Code 500092-0)
- New York State Environmental Laboratory Approval Program (Lab No. 11999)
- American Industrial Hygiene Association Accredited Laboratory (Lab No. 208306)

B. LEAD-BASED PAINT

Painted surfaces within the space equivalents in the scope of work were identified and grouped together by component type, substrate and visible color. In similar fashion, the inspection continued in each space equivalent with the identification of unique combinations of component, substrate and visible color. A random representative area of each unique combination was sampled and tested. For each of these designated components, an area on the component was



chosen which represents the paint on that building component. During the inspection, components that are accessible surfaces, friction surfaces, impact surfaces, or have deteriorated paint was identified.

The readings of paint surfaces were taken using an RMD LPA-1 XRF Lead Paint Spectrum Analyzer. The LPA-1 method of measurement is based on the spectrometric analysis of lead K-shell X-ray fluorescence within a controlled depth of interrogation. The LPA-1 Analyzer uses a Co-57 radioactive source and an advanced, solid-state, room temperature, radiation detector to generate and detect the x-ray fluorescence spectrum of a painted surface. The spectrum is then analyzed by a microprocessor to eliminate the effects of substrate and other factors such as scattering to allow an accurate determination of the amount of lead on a surface. The LPA-1 automatically analyzes spectrometric data in real time and differentiates the lead signal from the spectrum. The x-ray fluorescence properties are determined through calibration process and are used for automatic substrate correction and calculation of the lead content of a painted surface.

C. POLYCHLORINATED BIPHENYLS (PCBs)

PCBs belong to a broad family of man-made organic chemicals known as chlorinated hydrocarbons. PCBs were domestically manufactured from 1929 until their manufacture was banned in 1979. They have a range of toxicity and vary in consistency from thin, light-colored liquids to yellow or black waxy solids. Due to their non-flammability, chemical stability, high boiling point, and electrical insulating properties, PCBs were used in hundreds of industrial and commercial applications including electrical, heat transfer, and hydraulic equipment; as plasticizers in paints, plastics, and rubber products; in pigments, dyes, and carbonless copy paper; and many other industrial applications.

Although no longer commercially produced in the United States, PCBs may be present in products and materials produced before the 1979 PCB ban. Products that may contain PCBs include: Transformers and capacitors, Oil used in motors and hydraulic systems, Fluorescent light ballasts, Adhesives and tapes, Caulking, Plastics, etc.

The PCBs used in these products were chemical mixtures made up of a variety of individual chlorinated biphenyl components, known as congeners. Most commercial PCB mixtures are known in the United States by their industrial trade names. The most common trade name is aroclor.

Polychlorinated biphenyls (PCBs) are regulated pursuant to the United States Environmental Protection Agency Code of Federal Regulations (40 CFR Part 761) and the Toxic Substances Control Act (TSCA – 15 U.S.C. 2605). These regulations require certain testing and reporting requirements to determine management, recycling and disposal options for PCBs.

3.0 INSPECTION SCOPE AND MATERIAL ASSESSMENT

The asbestos inspection involved a thorough visual examination of all areas that may be impacted by the proposed pool demolition project at the Administration building. Additionally,



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the inspectors classified materials by friability and condition. This helps to determine the extent of damage of ACM or Assumed ACM in certain areas as well as the potential for further damage and asbestos fibers release due to disturbance of the material. The scope of work was limited to the custodian office area.

A. ASBESTOS-CONTAINING MATERIAL

A total of eighty-nine (93) samples of suspect materials were collected and submitted to the lab for analysis. Additionally, a total of twenty-four (26) samples were further analyzed via Transmission Electron Microscopy (TEM).

Laboratory analysis results, in tabular form, are included in Appendix A.

B. LEAD-BASED PAINT

The lead inspection involved a thorough visual examination of all accessible areas impacted by the proposed pool SED survey at the Administration building. XRF testing was performed in the subject space in order to determine the lead content of various painted surfaces. Following the procedure, WSP took a total of twenty-three (23) readings. There were also eighteen (18) calibration checks.

C. PCB-CONTAINING MATERIAL

The PCB inspection involved a thorough visual examination of all areas that may be impacted by the proposed pool demolition project at the Administration building. A total of three (3) samples of suspect materials were collected and submitted to the lab for analysis.

4.0 INSPECTION RESULTS

A. ASBESTOS-CONTAINING MATERIAL

The following suspect materials were observed during this inspection and/or sampled and analyzed for asbestos content by WSP:

LOCATION	MATERIAL	Friable Y/N	Condition	Approx. ACM Quantity	ASBESTOS CONTENT
Pool Area and Pool Deck	Ceiling Stucco, Tan	Y	G	2,600 SF	1.1% Chrysotile
	Wall Stucco, Tan	Y	G	2,900 SF	1.4% Chrysotile
	Ceramic Wall Tile Mortar, Grey	Y	G	N/A	NAD
	Ceramic Wall Tile Grout, Grey	Y	G	N/A	NAD
	Hollow Brick Mortar, Gray	Y	G	N/A	NAD



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LOCATION	MATERIAL	Friable Y/N	Condition	Approx. ACM Quantity	ASBESTOS CONTENT
	Vapor Barrier Behind Hollow Brick, Black	N	G	N/A	NAD
	Ceramic Floor Tile Mortar, Grey	Y	G	N/A	NAD
	Ceramic Floor Tile Grout, Grey	Y	G	N/A	NAD
	Ceramic Floor Tile Mastic (Patch), White	N	SD	N/A	NAD
	Ceramic Floor Tile Grout (Patch), White	Y	SD	N/A	NAD
	Concrete Masonry Unit Mortar, Grey	Y	G	N/A	NAD
	Interior Window Caulk, Grey	N	D	N/A	NAD
	Paint on Windows Sill, Green	N	SD	N/A	NAD
Pool Lower Level	Ceramic Wall Tile Mortar, Grey	Y	G	N/A	NAD
	Ceramic Wall Tile Grout, White	Y	G	N/A	NAD
	Ceramic Floor Tile Mortar, Grey	Y	G	N/A	NAD
	Ceramic Floor Tile Grout, White	Y	G	N/A	NAD
Basement	Paint on Pipes, Grey	N	D	N/A	NAD
	Gasket on Pump, Maroon	N	G	N/A	NAD
	Concrete Pad, Grey	Y	G	N/A	NAD
	Paint on Stairwell Wall, Yellow	N	G	N/A	NAD
Hallway Lower Level	1' x 1' Ceiling Tile, White	N	G	N/A	NAD
	Ceramic Wall Tile Mastic, Yellow	N	G	N/A	NAD
	Ceramic Wall Tile Grout, Grey	Y	G	N/A	NAD
	Ceramic Wall Tile Mortar, Grey	Y	G	N/A	NAD
Throughout	Sheetrock, White and Associated Joint Compound, White	Y	G	N/A	NAD
Shower and Bathroom	Ceramic Ceiling Tile Mortar, White	Y	G	N/A	NAD
	Ceramic Ceiling Tile Grout, White	Y	G	N/A	NAD
	Ceiling Plaster, Brown	Y	G	N/A	NAD



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LOCATION	MATERIAL	Friable Y/N	Condition	Approx. ACM Quantity	ASBESTOS CONTENT
	Sheetrock, White and Associated Joint Compound, White	Y	G	N/A	NAD
	Glass Brick Mortar, Brown	Y	G	10 SF	1.2% Chrysotile
	Plastic Wall Panel Mastic, White	N	G	N/A	NAD
	Ceramic Wall Tile Mortar, Grey	Y	G	N/A	NAD
	Ceramic Wall Tile Grout, Grey	Y	G	N/A	NAD
	Sink Undercoating, Grey	N	G	N/A	NAD
	Cove Base, Beige and Associated Cove Base Mastic, Brown	N	G	N/A	NAD
	Ceramic Floor Tile Mortar, Grey	Y	G	N/A	NAD
	Ceramic Floor Tile Grout, Tan	Y	G	N/A	NAD
Exterior, Original Window openings	Concrete Masonry Unit Parging, Grey	Y	G	N/A	NAD

Bold = Positive for ACM NAD = No Asbestos Detected

Condition Definitions:

Good (G): None/Minimal apparent damage to ACM

Damaged (D): Up to 10% localized damage or up to 25% of the entire ACM is damaged

Significantly Damaged (SD): Over 10% localized damage or over 25% of the entire ACM is damaged

* Assumed ACM - to be investigated / sampled during construction

TBD – To Be Determined

B. LEAD-BASED PAINT

The following suspect surfaces were tested for lead content:

Test Number	Sample Location	Building Component	Color	Substrate	Condition	Lead Content (mg/cm2)
1	Calibration Check @ 0.0	---	---	---	---	0.1
2	Calibration Check @ 0.0	---	---	---	---	0.1
3	Calibration Check @ 0.0	---	---	---	---	0.0
4	Calibration Check @ 1.0	---	---	---	---	1.0
5	Calibration Check @ 1.0	---	---	---	---	1.0



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Test Number	Sample Location	Building Component	Color	Substrate	Condition	Lead Content (mg/cm2)
6	Calibration Check @ 1.0	---	---	---	---	1.0
7	Calibration Check @ 0.0	---	---	---	---	0.1
8	Calibration Check @ 0.0	---	---	---	---	0.0
9	Calibration Check @ 0.0	---	---	---	---	0.0
10	Calibration Check @ 1.0	---	---	---	---	1.1
11	Calibration Check @ 1.0	---	---	---	---	1.0
12	Calibration Check @ 1.0	---	---	---	---	1.0
13	Pool Area	Deck Floor	Grey	Concrete	Poor	0.2
14	Pool Area	Door	Blue	Metal	Good	0.1
15	Pool Area	Door	Blue	Metal	Good	0.1
16	Pool Area	Wall	Green	Stucco	Good	0.2
17	Pool Area	Wall	Green	Stucco	Good	0.3
18	Pool Area	Wall	Green	Stucco	Good	0.3
19	Pool Area	Wall	Green	Stucco	Good	0.1
20	Pool Area	Wall	Green	Stucco	Good	0.3
21	Pool Area	Ceiling	Green	Stucco	Good	0.1
22	Pool Area	Ceiling	Green	Stucco	Good	0.1
23	Pool Area	Ceiling	Green	Stucco	Good	0.0
24	Pool Area	Ceiling	Green	Stucco	Good	0.3
25	Shower / Bathroom	Door	Grey	Metal	Good	0.1
26	Shower / Bathroom	Door Frame	Grey	Metal	Good	0.1
27	Shower / Bathroom	Wall	Off-White	Plaster	Fair	0.8
28	Shower / Bathroom	Wall	White	Concrete	Fair	0.2
29	Basement	Ceiling	White	Concrete	Fair	0.2
30	Basement	Pipe	Grey	Metal	Poor	0.2
31	Pool Area	Window Sill	Blue	Wood	Poor	0.2
32	Pool Area	Window Sill	Blue	Wood	Poor	0.2
33	Pool Area	Radiator	Off-White	Metal	Fair	1.2
34	Pool Area	Radiator	Off-White	Metal	Fair	1.1
35	Pool Area	Radiator	Off-White	Metal	Fair	1.1
36	Calibration Check @ 0.0	---	---	---	---	0.1
37	Calibration Check @ 0.0	---	---	---	---	0.1



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Test Number	Sample Location	Building Component	Color	Substrate	Condition	Lead Content (mg/cm ²)
38	Calibration Check @ 0.0	---	---	---	---	0.1
39	Calibration Check @ 1.0	---	---	---	---	1.0
40	Calibration Check @ 1.0	---	---	---	---	1.1
41	Calibration Check @ 1.0	---	---	---	---	1.1

C. PCB-CONTAINING MATERIAL

The PCB Screening involved a thorough visual examination of all areas that may be impacted by the pool demolition project at Administration building. The following suspect materials were sampled and analyzed for PCB content:

HOMOGENOUS MATERIAL	LOCATION	MATERIAL	PCB CONTENT (PPM)
A	Pool Area	Interior Window Caulk (grey)	ND

5.0 AREAS NOT ACCESSIBLE

During the inspection the following areas were not accessible:

Spaces within Walls/Floors/Ceilings: WSP conducted this survey using semi- and non-destructive methods. It should be assumed that asbestos containing materials may exist in concealed spaces in walls to access plenum, chases etc. Any suspect materials encountered during work should be sampled for analysis before work continues.

Building Envelope: Semi - destructive sampling was performed on the building envelope. It should be assumed that asbestos, lead and PCB containing materials may exist in these spaces. Any suspect materials encountered during work should be sampled for analysis before work continues.

Roofing: The roofing materials may contain asbestos. No core samples were taken due to the relation of the material to the structure and roof warranty.

6.0 CONCLUSIONS AND RECOMMENDATIONS

ACM and LBP have been identified in this inspection that may be impacted as part of the proposed pool demolition project at the Administration building, reported in Section 3.0 of this report, may require complete removal prior to the start of the upgrade project.



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No PCB were identified in this inspection that may be impacted as part of the proposed pool demolition project at the Administration building.

The ACM, LBP & PCB inspection was conducted at the request of Peekskill School District for the proposed pool demolition project at the Administration building. Any change in the scope of work will require further investigation to accurately classify any additional ACM, LBP or PCBs resulting from the modified or updated scope of work.

7.0 REPORT CERTIFICATIONS

This report, and the supporting data, findings, conclusions, opinions, and recommendations it contains represent the result of WSP's efforts for the environmental inspection work for the Administration building pool demolition project.

Opinions and recommendations presented in this report apply to site conditions and features as they existed at the time of WSP's site visits, and those reasonably foreseeable. They cannot necessarily apply to conditions and features of which WSP is unaware and has not had the opportunity to evaluate.

The conclusions presented in this report are professional opinions solely upon WSP's visual observations of accessible areas, laboratory test data, and current regulatory requirements. These conclusions are intended exclusively for the purpose stated herein and the site indicated for the project indicated.

Prepared by:

A handwritten signature in black ink, appearing to read 'Ivan Grujovic', is written over a horizontal line.

Ivan Grujovic
NYS DOL Inspector

Reviewed by:

A handwritten signature in black ink, appearing to read 'Alexander Smolyar', is written over a horizontal line.

Alexander Smolyar
Assistant Vice President
Emergency Management & IH
Services



**APPENDIX A:
ASBESTOS SAMPLE ANALYSIS RESULTS IN TABULAR FORM**



Final Report for Environmental Inspection Services

APPENDIX A
SAMPLE ANALYSIS RESULTS IN TABULAR FORM
ADMINISTRATION BUILDING
POOL SED SURVEY
1031 ELM STREET
PEEKSKILL, NY 10566

Homogeneous Area No.	Sample No.	Location	Material	PLM Result	TEM Result
A	01	Pool Area	Wall Stucco, Tan	1.4% Chrysotile	N/A
	02			NAD	N/A
	03			1.3% Chrysotile	N/A
	04		Ceiling Stucco, Tan	NAD	N/A
	05			NAD	N/A
	06		Beam Stucco, Tan	NAD	N/A
	07		Column Stucco, Tan	NAD	N/A
B	08	Pool Deck	Ceramic Wall Tile Mortar, Grey	NAD	N/A
	09			NAD	N/A
C	10	Pool Deck	Ceramic Wall Tile Grout, Grey	NAD	N/A
	11			NAD	N/A
D	12	Pool Deck	Ceramic Floor Tile Mortar, Grey	NAD	N/A
	13			NAD	N/A
E	14	Pool Deck	Ceramic Floor Tile Grout, Grey	NAD	N/A
	15			NAD	N/A
F	16	Pool Deck	Ceramic Floor Tile Mastic (Patch), White	NAD	NAD
	17			NAD	NAD
G	18	Pool Deck	Ceramic Floor Tile Grout (Patch), Grey	NAD	N/A
	19			NAD	N/A
H	20	Pool (Lower Level)	Ceramic Wall Tile Mortar, Grey	NAD	N/A
	21			NAD	N/A
I	22	Pool (Lower Level)	Ceramic Wall Tile Grout, White	NAD	N/A
	23			NAD	N/A

Bold = Positive for ACM
NAD = No Asbestos Detected

N/A = Not Applicable
NA/PS = Not analyzed/ positive sample



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Homogeneous Area No.	Sample No.	Location	Material	PLM Result	TEM Result
J	24	Pool (Lower Level)	Ceramic Floor Tile Mortar, Grey	NAD	N/A
	25			NAD	N/A
K	26	Pool (Lower Level)	Ceramic Floor Tile Grout, White	NAD	N/A
	27			NAD	N/A
L	28	Pool Area	Concrete Masonry Unit Mortar, Grey	NAD	N/A
	29			NAD	N/A
M	30	Pool Area	Window Caulk, Grey	NAD	Trace Anthophyllite
	31			NAD	Trace Anthophyllite
N	32	Pool Area	Paint on Window Sill, Green	NAD	NAD
	33			NAD	NAD
O	34	Basement	Paint on Pipes, Grey	NAD	NAD
	35			NAD	NAD
P	36	Basement	Gasket on Pump, Maroon	NAD	NAD
	37			NAD	NAD
Q	38	Basement	Concrete Pad, Grey	NAD	N/A
	39			NAD	N/A
R	40	Stairwell to Basement	Paint on Wall, Yellow	NAD	NAD
	41			NAD	NAD
S	42	Hallway	1' x 1' Ceiling Tile, White	NAD	NAD
	43			NAD	NAD
T	44	Hallway	Ceramic Wall Tile Mastic, Yellow	NAD	NAD
	45			NAD	NAD
U	46	Hallway	Ceramic Wall Tile Grout, Grey	NAD	N/A
	47			NAD	N/A
V	48	Hallway	Ceramic Floor Tile Mortar, Grey	NAD	N/A
	49			NAD	N/A
W	50	Hallway	Ceramic Floor Tile Grout, Maroon	NAD	N/A
	51			NAD	N/A
X	52	Pool Area and Hallway	Sheetrock, White	NAD	N/A
	53			NAD	N/A
Y	54	Shower / Bathroom	Ceramic Ceiling Tile Mortar, White	NAD	N/A
	55			NAD	N/A
Z	56	Shower / Bathroom	Ceramic Ceiling Tile Grout,	NAD	N/A

Bold = Positive for ACM
NAD = No Asbestos Detected

N/A = Not Applicable
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Homogeneous Area No.	Sample No.	Location	Material	PLM Result	TEM Result
A1	57	Shower / Bathroom	White	NAD	N/A
	58			NAD	N/A
	59			NAD	N/A
	60			NAD	N/A
B1	61	Shower / Bathroom	Sheetrock, White	NAD	N/A
	62			NAD	N/A
C1	63	Shower / Bathroom	Joint Compound, White	NAD	N/A
	64			NAD	N/A
	65			NAD	N/A
D1	66	Shower / Bathroom	Glass Brick Mortar, Brown	1.2% Chrysotile NA/PS	N/A
	67				N/A
E1	68	Shower / Bathroom	Plastic Wall Pad Mastic, White	NAD	NAD
	69			NAD	NAD
F1	70	Shower / Bathroom	Ceramic Wall Tile Mortar,	NAD	N/A
	71			NAD	N/A
G1	72	Shower / Bathroom	Ceramic Wall Tile Grout, White/Gray	Trace (<1%) Chrysotile	N/A
	73			Trace (<1%) Chrysotile	N/A
H1	74	Shower / Bathroom	Sink Undercoating, Grey	NAD	NAD
	75			NAD	NAD
I1	76	Shower / Bathroom	Cove Base, Beige	NAD	NAD
	77			NAD	NAD
J1	78	Shower / Bathroom	Cove Base Mastic, Brown	NAD	NAD
	79			NAD	NAD
K1	80	Shower / Bathroom	Ceramic Floor Tile Mortar, Grey	Trace (<1%) Chrysotile	N/A
	81			NAD	N/A
L1	82	Shower / Bathroom	Ceramic Floor Tile Grout, Tan	NAD	N/A
	83			NAD	N/A
M1	84	Exterior Wall	Concrete Masonry Unit Parging, Grey	NAD	N/A
	85			NAD	N/A
	86			NAD	N/A

Bold = Positive for ACM

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Homogeneous Area No.	Sample No.	Location	Material	PLM Result	TEM Result
N1	87	Pool Area	Ceiling Stucco, Tan	1.1% Chrysotile	N/A
	88			NA/PS	N/A
	89			NA/PS	N/A
O1	90	Pool Area	Hollow Brick Mortar, Gray	NAD	N/A
	91			NAD	N/A
P1	92	Pool Area	Vapor Barrier Behind Hollow Brick, Black	NAD	NAD
	93			NAD	NAD

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NAD = No Asbestos Detected

N/A = Not Applicable
NA/PS = Not analyzed/ positive sample



**APPENDIX B:
ASBESTOS BULK SAMPLE FIELD DATA SHEETS WITH
CHAIN OF CUSODY & LABORATORY RESULTS**



Atlas Environmental Lab, Corp.
255 West 36th Street, Suite# 1503
New York, NY 10018
Phone:(212) 563-0400 Fax:(212) 563-0401
www.atlasenvironmentallab.com

Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
TEM Date Analyzed: 8/16/2024
Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	All% ASI%	PLM		TEM Asbestos% & Type	Method By ELAP		
						Fibrous%	Non Fibrous%		PLM 198.1	PLM NOB 198.6	TEM 198.4
A-01	BK0824258-1	Pool Area - Wall Stucco, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	98.6%	1.4%CHRY	X		
A-02	BK0824258-2	Pool Area - Wall Stucco, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		
A-03	BK0824258-3	Pool Area - Wall Stucco, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	98.7%	1.3%CHRY	X		
A-04	BK0824258-4	Pool Area - Ceiling Stucco, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		
A-05	BK0824258-5	Pool Area - Ceiling Stucco, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		
A-06	BK0824258-6	Pod Area - Beam Stucco, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		
A-07	BK0824258-7	Pool Area - Column Stucco, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		
B-08	BK0824258-8	Pool Deck - Wall Ceramic Wall Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		
B-09	BK0824258-9	Pool Deck - Wall Ceramic Wall Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		
C-10	BK0824258-10	Pool Deck - Wall Ceramic Wall Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable		0%	100%	NAD	X		



Atlas Environmental Lab, Corp.
255 West 36th Street, Suite# 1503
New York, NY 10018
Phone:(212) 563-0400 Fax:(212) 563-0401
www.atlasenvironmentallab.com

Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
TEM Date Analyzed: 8/16/2024
Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	ASI%		PLM			TEM Asbestos% & Type	Method By ELAP		
					All	Asi	Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
C-11	BK0824258-11	Pool Deck - Wall Ceramic Wall Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
D-12	BK0824258-12	Pool Deck - Floor Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
D-13	BK0824258-13	Pool Deck - Floor Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
E-14	BK0824258-14	Pool Deck - Floor Ceramic Floor Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
E-15	BK0824258-15	Pool Deck - Floor Ceramic Floor Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
F-16	BK0824258-16	Pool Deck - Floor (Patch) Ceramic Floor Tile Mastic, White	White, Homogeneous, Non-Fibrous	12.8	43.1	44.1	0%	100%	NAD Inconclusive	NAD		X	X
F-17	BK0824258-17	Pool Deck - Floor (Patch) Ceramic Floor Tile Mastic, White	White, Homogeneous, Non-Fibrous	13.9	36.6	49.5	0%	100%	NAD Inconclusive	NAD		X	X
G-18	BK0824258-18	Pool Deck - Floor (Patch) Ceramic Floor Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
G-19	BK0824258-19	Pool Deck - Floor (Patch) Ceramic Floor Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
H-20	BK0824258-20	Pool - Wall Ceramic Wall Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		



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255 West 36th Street, Suite# 1503
New York, NY 10018
Phone:(212) 563-0400 Fax:(212) 563-0401
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Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
TEM Date Analyzed: 8/16/2024
Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	ASI%		PLM			TEM Asbestos% & Type	Method By ELAP		
					All%	ASI%	Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
H-21	BK0824258-21	Pool - Wall Ceramic Wall Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
I-22	BK0824258-22	Pool - Wall Ceramic Wall Tile Grout, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
I-23	BK0824258-23	Pool - Wall Ceramic Wall Tile Grout, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
J-24	BK0824258-24	Pool - Floor Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
J-25	BK0824258-25	Pool - Floor Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
K-26	BK0824258-26	Pool - Floor Ceramic Floor Tile Grout, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
K-27	BK0824258-27	Pool - Floor Ceramic Floor Tile Grout, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
L-28	BK0824258-28	Pool Area - Windows CMU Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
L-29	BK0824258-29	Pool Area - Windows CMU Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
M-30	BK0824258-30	Pool Area - Windows Window Caulking, Grey	Grey, Homogeneous, Non-Fibrous	8.9	9.4	81.7	0%	100%	NAD Inconclusive	Trace ANTH		X	X



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Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
TEM Date Analyzed: 8/16/2024
Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	All% 4.6	ASI% 84.1	PLM			TEM Asbestos% & Type	Method By ELAP		
							Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
M-31	BK0824258-31	Pool Area - Windows Window Caulking, Grey	Grey, Homogeneous, Non-Fibrous	11.3	4.6	84.1	0%	100%	NAD Inconclusive	Trace ANTH		X	X
N-32	BK0824258-32	Pool Area - Windows Paint on Window Sill, Green	Green, Homogeneous, Non-Fibrous	40.2	31.0	28.9	0%	100%	NAD Inconclusive	NAD		X	X
N-33	BK0824258-33	Pool Area - Windows Paint on Window Sill, Green	Green, Homogeneous, Non-Fibrous	37.6	30.8	31.5	0%	100%	NAD Inconclusive	NAD		X	X
O-34	BK0824258-34	Basement Paint on Pipes, Grey	Grey/Brown, Homogeneous, Non- Fibrous	30.2	12.5	57.3	0%	100%	NAD Inconclusive	NAD		X	X
O-35	BK0824258-35	Basement Paint on Pipes, Grey	Grey/Brown, Homogeneous, Non- Fibrous	43.4	28.6	27.9	0%	100%	NAD Inconclusive	NAD		X	X
P-36	BK0824258-36	Basement Gasket on Pump, Maroon	Maroon, Homogeneous, Non-Fibrous	36.6	39.3	24.1	0%	100%	NAD Inconclusive	NAD		X	X
P-37	BK0824258-37	Basement Gasket on Pump, Maroon	Maroon, Homogeneous, Non-Fibrous	36.7	45.1	18.2	0%	100%	NAD Inconclusive	NAD		X	X
Q-38	BK0824258-38	Basement Concrete Pad, Grey	Grey, Homogeneous, Friable	Not Applicable		0%		100%	NAD		X		
Q-39	BK0824258-39	Basement Concrete Pad, Grey	Grey, Homogeneous, Friable	Not Applicable		0%		100%	NAD		X		
R-40	BK0824258-40	Stairwell to Basement Paint on Wall, Yellow	Yellow, Homogeneous, Non-Fibrous	13.0	27.6	59.4	0%	100%	NAD Inconclusive	NAD		X	X



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Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
TEM Date Analyzed: 8/16/2024
Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	All% ASI%	PLM			TEM Asbestos% & Type	Method By ELAP		
						Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
R-41	BK0824258-41	Stairwell to Basement Paint on Wall, Yellow	Yellow, Homogeneous, Non-Fibrous	17.2	37.5	0%	100%	NAD Inconclusive	NAD		X	X
S-42	BK0824258-42	Hallway - Lower Level 1' x 1' Ceiling Tile, White	Grey, Homogeneous, Non-Fibrous	19.9	79.2	0%	100%	NAD Inconclusive	NAD		X	X
S-43	BK0824258-43	Hallway - Lower Level 1' x 1' Ceiling Tile, White	Grey, Homogeneous, Non-Fibrous	14.8	84.8	0%	100%	NAD Inconclusive	NAD		X	X
T-44	BK0824258-44	Hallway - Lower Level Ceramic Wall Tile Mastic, Yellow	Yellow, Homogeneous, Non-Fibrous	53.5	43.6	0%	100%	NAD Inconclusive	NAD		X	X
T-45	BK0824258-45	Hallway - Lower Level Ceramic Wall Tile Mastic, Yellow	Yellow, Homogeneous, Non-Fibrous	56.2	34.7	0%	100%	NAD Inconclusive	NAD		X	X
U-46	BK0824258-46	Hallway - Lower Level Ceramic Wall Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable	0%	100%	NAD		X		
U-47	BK0824258-47	Hallway - Lower Level Ceramic Wall Tile Grout, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable	0%	100%	NAD		X		
V-48	BK0824258-48	Hallway - Lower Level Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable	0%	100%	NAD		X		
V-49	BK0824258-49	Hallway - Lower Level Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable	0%	100%	NAD		X		
W-50	BK0824258-50	Hallway - Lower Level Ceramic Floor Tile Grout, Maroon	Maroon, Homogeneous, Friable	Not Applicable	Not Applicable	0%	100%	NAD		X		



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Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
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Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	ASI%		PLM			TEM Asbestos% & Type	Method By ELAP		
					All	SI	Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
W-51	BK0824258-51	Hallway - Lower Level Ceramic Floor Tile Grout, Maroon	Maroon, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
X-52	BK0824258-52	Pool Area and Hallway Sheetrock, White	White, Homogeneous, Friable	Not Applicable			5%CELL	95%	NAD		X		
X-53	BK0824258-53	Pool Area and Hallway Sheetrock, White	White, Homogeneous, Friable	Not Applicable			5%CELL	95%	NAD		X		
Y-54	BK0824258-54	Shower Room Ceramic Ceiling Tile Mortar, White	White, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
Y-55	BK0824258-55	Shower Room Ceramic Ceiling Tile Mortar, White	White, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
Z-56	BK0824258-56	Shower Room Ceramic Ceiling Tile Grout, White	White, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
Z-57	BK0824258-57	Shower Room Ceramic Ceiling Tile Grout, White	White, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
A1-58	BK0824258-58	Shower Room Ceiling Plaster, Brown	Brown, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
A1-59	BK0824258-59	Shower Room Ceiling Plaster, Brown	Brown, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
A1-60	BK0824258-60	Shower Room Ceiling Plaster, Brown	Brown, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		



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Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
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Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	ASI%		PLM			TEM Asbestos% & Type	Method By ELAP		
					All	Asi	Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
B1-61	BK0824258-61	Shower/Bathroom Sheetrock, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		5%CELL 5%FBGL	90%	NAD		X		
B1-62	BK0824258-62	Shower/Bathroom Sheetrock, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		5%CELL 5%FBGL	90%	NAD		X		
C1-63	BK0824258-63	Shower/Bathroom Joint Compound, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		5%CELL 5%FBGL	90%	NAD		X		
C1-64	BK0824258-64	Shower/Bathroom Joint Compound, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		5%CELL 5%FBGL	90%	NAD		X		
C1-65	BK0824258-65	Shower/Bathroom Joint Compound, White	White, Homogeneous, Friable	Not Applicable	Not Applicable		5%CELL 5%FBGL	90%	NAD		X		
D1-66	BK0824258-66	Shower/Bathroom Glass Brick, Mortar, Brown	Tan, Homogeneous, Friable	Not Applicable	Not Applicable		0%	98.8%	1.2%CHRY		X		
D1-67	BK0824258-67	Shower/Bathroom Glass Brick, Mortar, Brown	Tan, Homogeneous, Friable	Not Applicable	Not Applicable				NA/PS				
E1-68	BK0824258-68	Shower/Bathroom Mastic to Plastic Wall Pads, White	Grey, Homogeneous, Non-Fibrous	40.1	49.3	10.6	0%	100%	NAD Inconclusive	NAD		X	X
E1-69	BK0824258-69	Shower/Bathroom Mastic to Plastic Wall Pads, White	Grey, Homogeneous, Non-Fibrous	39.2	44.4	16.4	0%	100%	NAD Inconclusive	NAD		X	X
F1-70	BK0824258-70	Shower/Bathroom Ceramic Wall Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		



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Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Boces / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
TEM Date Analyzed: 8/16/2024
Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	ASI%		PLM			TEM Asbestos% & Type	Method By ELAP		
					All	Asi	Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
F1-71	BK0824258-71	Shower/Bathroom Ceramic Wall Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	100%	NAD		X		
G1-72	BK0824258-72	Shower/Bathroom Ceramic Wall Tile Grout, Grey	Grey/White, Homogeneous, Friable	Not Applicable	Not Applicable		0%	~99%	Trace (<1%)CHRY		X		
G1-73	BK0824258-73	Shower/Bathroom Ceramic Wall Tile Grout, Grey	Grey/White, Homogeneous, Friable	Not Applicable	Not Applicable		0%	~99%	Trace (<1%)CHRY		X		
H1-74	BK0824258-74	Shower/Bathroom Sink Undercoating, Grey	Grey, Homogeneous, Non-Fibrous	28.4	42.6	29.1	0%	100%	NAD Inconclusive	NAD		X	X
H1-75	BK0824258-75	Shower/Bathroom Sink Undercoating, Grey	Grey, Homogeneous, Non-Fibrous	27.7	28.4	43.9	0%	100%	NAD Inconclusive	NAD		X	X
I1-76	BK0824258-76	Shower/Bathroom Cove Base, Beige	Beige, Homogeneous, Non-Fibrous	53.0	1.3	45.8	0%	100%	NAD Inconclusive	NAD		X	X
I1-77	BK0824258-77	Shower/Bathroom Cove Base, Beige	Beige, Homogeneous, Non-Fibrous	55.3	3.1	41.6	0%	100%	NAD Inconclusive	NAD		X	X
J1-78	BK0824258-78	Shower/Bathroom Mastic to Cove Base, Brown	Brown, Homogeneous, Non-Fibrous	72.3	22.0	5.7	0%	100%	NAD Inconclusive	NAD		X	X
J1-79	BK0824258-79	Shower/Bathroom Mastic to Cove Base, Brown	Brown, Homogeneous, Non-Fibrous	71.1	26.5	2.4	0%	100%	NAD Inconclusive	NAD		X	X
K1-80	BK0824258-80	Shower/Bathroom Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable	Not Applicable		0%	~99%	Trace (<1%)CHRY		X		

Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: Peekskill City SD / PNW Bores / US0033668.7833
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824258.REV2
Date Received: 8/14/2024
PLM Date Analyzed: 8/15/2024
TEM Date Analyzed: 8/16/2024
Report Date: 8/16/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	Alli% ASI%	PLM			TEM	Method By ELAP		
						Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
K1-81	BK0824258-81	Shower/Bathroom Ceramic Floor Tile Mortar, Grey	Grey, Homogeneous, Friable	Not Applicable		0%	100%	NAD		X		
L1-82	BK0824258-82	Shower/Bathroom Ceramic Floor Tile Grout, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	100%	NAD		X		
L1-83	BK0824258-83	Shower/Bathroom Ceramic Floor Tile Grout, Tan	Tan, Homogeneous, Friable	Not Applicable		0%	100%	NAD		X		
M1-84	BK0824258-84	Exterior - South Wall CMU Perching, Grey	Grey, Homogeneous, Friable	Not Applicable		0%	100%	NAD		X		
M1-85	BK0824258-85	Exterior - South Wall CMU Perching, Grey	Grey, Homogeneous, Friable	Not Applicable		0%	100%	NAD		X		
M1-86	BK0824258-86	Exterior - South Wall CMU Perching, Grey	Grey, Homogeneous, Friable	Not Applicable		0%	100%	NAD		X		

Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis-PLM by EPA 600/M4-82-020 per 40 CFR or ELAP198.1 (friable) and 198.6 (NOB) samples for New York. NAD=no asbestos detected, NA/PS=Not Analyzed/Positive Stop, Trace=<1%, FBGL=Fiberglass, CELL=Cellulose, CHR Y=Chrysotile, Amo=Amosite, Cro=Crocidolite, ANTH=Anthophyllite, TRE=Tremolite, ACT=Actinolite, NA=not applicable. PLM is not consistently reliable in detecting Asbestos in floor coverings and similar non friable organically bound materials. NAD or Trace results by PLM are inconclusive.

TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos containing in NY State. All samples were prepared and analyzed in accordance with the EPA "TEM Method for Identifying and Quantifying Asbestos in Non-Fibrous Organically Bound Bulk Samples" EPA 1984."

ORG%=Ashed Organic%, All= Acid Insoluble Inorganic%, ASI= Acid Soluble Inorganic%
This "Summary of Analytical Results" shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, ELAP or any agency of the U.S Government. The results relate only to the items tested. This report may not be reproduced, except in full, without the written approval of AEL. Atlas Environmental lab did not collect the analyzed samples and thus accepts no liability with regard to their collection and/or maintenance. AEL relies on client's data. The liability of Atlas Environmental Lab corp with respect to the services charged, shall in no event exceed the amount of the invoice.
NYS-ELAP#11999, NVLAP Lab Code: 500092-0, CT ID:PH-0154

PLM Analyst: MN
TEM Analyst: VR

Approved By:

PO# P110732 US 001

BR0824258

ASBESTOS SURVEY DATA SHEET/ CHAIN OF CUSTODY									
PROJECT NO.: U50033028.7833					LOCATION(S) SURVEYED: Pool (South of building)				
CLIENT: Peekskill City SD / PHW Boes					PROPOSED PROJECT: Peekskill City SD Admin Building				
PROJECT SITE: Peekskill City SD Admin Building					DATE(S) OF INSPECTION: 08/13/24				
Project Manager: Polina Pikes					Inspector(s): Alex Lazer; Ivan Gryjovic				
WSP USA TELEPHONE # (212) 612-7900 ADDRESS: Penn 1, 4th Floor, New York, NY					RESULTS TO: lb.labresults@wsp.com ivan.gryjovic@wsp.com alex.lazer@wsp.com				
TURNAROUND TIME: <input type="checkbox"/> 12 HR. <input type="checkbox"/> 24 HR. <input checked="" type="checkbox"/> 48 HR. <input type="checkbox"/> 72 HR.									
HA	SAMPLE NO.	SAMPLE LOCATION	MATERIAL DESCRIPTION	APPROX. QUANTITY (LF/SF)	COND. (G,D,SD)	FIELD NOTES			
A	01	Pool area - Wall	Stucco, tan	5500sf	G				
	02								
	03								
	04	Pool area - Ceiling							
	05								
	06	Pod area - Beam							
	07	Pod area - Column							
B	08	Pool deck - Wall	Ceramic wall tile mortar, gray	800sf	G				
	09								
C	10		Ceramic wall tile grout, gray	180sf					
	11								
D	12	Pool deck - Floor	Ceramic floor tile mortar, gray	900sf	G				

CHAIN OF CUSTODY					
Relinquished by:	(Sign)	Relinquished by:	(Sign)	Relinquished by:	(Sign)
(print) I. Gryjovic		(print) AMPM		(print) AMPM	
Received by:	(Sign)	Received by:	(Sign)	Received by:	(Sign)
(print) Alex Lazer		(print) AMPM		(print) AMPM	

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

Plm analyst MN / 08/15/2024 @ 14:00

JEcy / 08/16/24

PO# P1107920\$001

BK0824258

ASBESTOS SURVEY DATA SHEET/ CHAIN OF CUSTODY				PAGE 2 OF 8		
PROJECT NO.: U50033668.7833 CLIENT: Peekskill City SD / PNW Bores PROJECT SITE: Peekskill City SD Admin Building Project Manager: Podine Pikes		LOCATION(S) SURVEYED: Pool (South of building) PROPOSED PROJECT: Peekskill City SD Admin Building USED Survey DATE(S) OF INSPECTION: 08/13/24 Inspector(s): Alex Lezer; Ivan Gryjovic				
WSP USA TELEPHONE # (212) 612-7900 ADDRESS: Penn 1, 4th Floor, New York, NY		RESULTS TO: lb.labresults@wsp.com Same as page 1/8				
TURNAROUND TIME: <input type="checkbox"/> 12 HR. <input type="checkbox"/> 24 HR. <input checked="" type="checkbox"/> 48 HR. <input type="checkbox"/> 72 HR.						
HA	SAMPLE NO.	SAMPLE LOCATION	MATERIAL DESCRIPTION	APPROX. QUANTITY (LF/SF)	COND. (G,D,SD)	FIELD NOTES
D	13	Pool deck - Floor	Ceramic floor tile mortar, gray	900sf	G	
E	14	↓	Ceramic floor tile grout, gray	200sf	G	
	15	↓		↓	↓	
F	16	Pool deck - Floor (Patch)	Ceramic floor tile mastic, white	55sf	SD	
	17	↓	↓	↓	↓	
G	18	↓	Ceramic floor tile grout, gray	1sf	↓	
	19	↓	↓	↓	↓	
H	20	Pool - Wall	Ceramic wall tile mortar, gray	1000sf	G	
	21	↓	↓	↓	↓	
I	22	↓	Ceramic wall tile grout, white	200sf	↓	
	23	↓	↓	↓	↓	
J	24	Pool - Floor	Ceramic floor tile mortar, gray	1500sf	G	

CHAIN OF CUSTODY

Relinquished by: (print) <u>I. Gryjovic</u>	(Sign) <u>[Signature]</u>	Relinquished by: (print) <u>AMPM</u>	(Sign) <u>[Signature]</u>
Received by: (print) <u>[Signature]</u>	(Sign) <u>[Signature]</u>	Received by: (print) <u>AMPM</u>	(Sign) <u>[Signature]</u>

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

Don analyst MN 08/15/2024 @ 14:00

PO# PM079205001

30824258

ASBESTOS SURVEY DATA SHEET/ CHAIN OF CUSTODY

PAGE 3 OF 8

PROJECT NO.: U50033668.7833 CLIENT: Peekskill City SD/PNW Bores PROJECT SITE: Peekskill City SD Admin Building Project Manager: Pdivine Pikez		LOCATION(S) SURVEYED: Pool (South of building) PROPOSED PROJECT: Peekskill City SD Admin Building Pool SED Survey DATE(S) OF INSPECTION: 08/13/24 Inspector(s): Alex Lazer; Ivan Gryjovic				
WSP USA TELEPHONE # (212) 612-7900 ADDRESS: Penn 1, 4th Floor, New York, NY		RESULTS TO: lb.labresults@wsp.com Same as page 1/8				
TURNAROUND TIME: <input type="checkbox"/> 12 HR. <input type="checkbox"/> 24 HR. <input checked="" type="checkbox"/> 48 HR. <input type="checkbox"/> 72 HR.						
HA	SAMPLE NO.	SAMPLE LOCATION	MATERIAL DESCRIPTION	APPROX. QUANTITY (LF/SF)	COND. (G,D,SD)	FIELD NOTES
J	25	Pool - Floor	Ceramic floor tile mortar, gray	1500sf	G	
K	26		Ceramic floor tile grout, white	350sf	G	
	27					
L	28	Pool area - Windows	CMU mortar, gray	40sf	G	
	29					
M	30		Window caulking, gray	25f	D	
	31					
N	32		Paint on window sill, green	6sf	SD	
	33					
O	34	Basement	Paint on pipes, gray	20LF	D	
	35					
P	36		Gasket on pump, maroon	13f	G	

CHAIN OF CUSTODY

Relinquished by: (print) I. Gryjovic	(Sign)	08/14/24	1	AMPM	Relinquished by: (print)	(Sign)		AMPM
Received by: (print) [Signature]	(Sign)	8/14/24	13:45	AMPM	Received by: (print)	(Sign)		AMPM

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

PM analyst MN [Signature] 08/15/2024 @ 14:00

PO # 110792 U \$001

Bkox 24258

WSP

ASBESTOS SURVEY DATA SHEET/ CHAIN OF CUSTODY

PAGE 4 OF 8

PROJECT NO.: U50033668.7833 CLIENT: Peekskill City SD/PNW Bores PROJECT SITE: Peekskill City SD Admin Building Project Manager: Poline Pikes		LOCATION(S) SURVEYED: Pool (South of building) PROPOSED PROJECT: Peekskill City SD Admin Building Pool SED Survey DATE(S) OF INSPECTION: 08/13/24 Inspector(s): Alex Lezar, Ivan Bryjovic	
WSP USA TELEPHONE # (212) 612-7900 ADDRESS: Penn 1, 4th Floor, New York, NY		RESULTS TO: lb.labresults@wsp.com szwe as page 1/8	
TURNAROUND TIME: <input type="checkbox"/> 12 HR. <input type="checkbox"/> 24 HR. <input checked="" type="checkbox"/> 48 HR. <input type="checkbox"/> 72 HR.		COND. (G,D,SD)	
APPROX. QUANTITY (LF/SF)		FIELD NOTES	
HA	SAMPLE NO.	SAMPLE LOCATION	MATERIAL DESCRIPTION
P	37	Basement	Basket on pump, mercon
Q	38	↓	Concrete pad, gray
↓	39	↓	↓
R	40	Stairwell to basement	Paint on wall, yellow
↓	41	↓	↓
S	42	Hallway - lower level	1" x 1" ceiling tile, white
↓	43	↓	↓
T	44	↓	Ceramic wall tile mastic, yellow
↓	45	↓	↓
U	46	↓	Ceramic wall tile grout, gray
↓	47	↓	↓
V	48	↓	Ceramic floor tile mortar, gray

CHAIN OF CUSTODY

Relinquished by: (print) <i>I. Bryjovic</i>	(Sign) <i>[Signature]</i>	Relinquished by: (print) AMPM	(Sign) <i>[Signature]</i>
Received by: (print) <i>[Signature]</i>	(Sign) <i>[Signature]</i>	Received by: (print) AMPM	(Sign) <i>[Signature]</i>

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

 Don Analyst MN *[Signature]* 08/15/2024 @ 14:02

PO# PM0792V\$001

Bk0824258

ASBESTOS SURVEY DATA SHEET/ CHAIN OF CUSTODY

PAGE 5 OF 8

PROJECT NO.: U\$0033668.7833
 CLIENT: Peekskill City \$D/PMW Boces
 PROJECT SITE: Peekskill City \$D Admin Building
 Project Manager: Poline Pikes

LOCATION(S) SURVEYED: Pool (South of building)
 PROPOSED PROJECT: Peekskill City \$D Admin Building Pool \$ED Survey
 DATE(S) OF INSPECTION: 08/13/24
 Inspector(s): Alex Lezar, Ivan Grujovic

WSP USA
 TELEPHONE # (212) 612-7900
 ADDRESS: Penn 1, 4th Floor, New York, NY

RESULTS TO: lb.labresults@wsp.com
 Same as page 1/8

TURNAROUND TIME: ☐ 12 HR. ☐ 24
 HR. ☒ 48 HR. ☐ 72 HR.

HA	SAMPLE NO.	SAMPLE LOCATION	MATERIAL DESCRIPTION	APPROX. QUANTITY (LF/SF)	COND. (G,D,SD)	FIELD NOTES
V	49	Hallway - lower level	Ceramic floor tile mortar, grey	200sf	G	
W	50		Ceramic floor tile grout, maroon	10sf	G	
↓	51		↓	↓	↓	
X	52	Pool area and Hallway	Sheetrock, white	500sf	D	
↓	53		↓	↓	↓	
Y	54	Shower room	Ceramic ceiling tile mortar, white	360sf	D	
↓	55		↓	↓	↓	
Z	56		Ceramic ceiling tile grout, white	80sf	↓	
↓	57		↓	↓	↓	
A1	58		Ceiling plaster, brown	200sf	G	
↓	59		↓	↓	↓	
↓	60		↓	↓	↓	

CHAIN OF CUSTODY

Relinquished by: (print) I. Grujovic	(Sign)	Relinquished by: (print) / /	(Sign)	Relinquished by: (print) / /	(Sign)
Received by: (print) Grujovic	(Sign)	Received by: (print) / /	(Sign)	Received by: (print) / /	(Sign)

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

Plan analysis MN 08/15/2024 @ 14:00

PO#P11079205001

Brooklyn 258



ASBESTOS SURVEY DATA SHEET/ CHAIN OF CUSTODY

PROJECT NO.: U50033668.7833	LOCATION(S) SURVEYED: Pool (South of building)
CLIENT: Peekskill City SD / PHW Boces	PROPOSED PROJECT: Peekskill City SD Admin Building Ren, SED Survey
PROJECT SITE: Peekskill City SD Admin Building	DATE(S) OF INSPECTION: 08/13/24
Project Manager: Pdina Pikes	Inspector(s): Alex Lezar; Nen Grupnie

WSP USA TELEPHONE # (212) 612-7900 ADDRESS: Penn 1, 4th Floor, New York, NY	RESULTS TO: lb.labresults@wsp.com Same as page 1/8	TURNAROUND TIME: <input type="checkbox"/> 12 HR. <input type="checkbox"/> 24 HR. <input checked="" type="checkbox"/> 48 HR. <input type="checkbox"/> 72 HR.
---	---	---

HA	SAMPLE NO.	SAMPLE LOCATION	MATERIAL DESCRIPTION	APPROX. QUANTITY (LF/SF)	COND. (G,D,SD)	FIELD NOTES
B1	61	Shower/Bathroom	Sheetrock, white	180sf	G	
	62		↓	↓		
C1	63		Joint compound, white	100sf		
	64		↓	↓		
	65		↓	↓		
D1	66		Glass brick mortar, brown	10sf		
	67		↓	↓		
E1	68		Mastic to plastic wall panels, white	80sf	G	
	69		↓	↓		
F1	70		Ceramic wall tile mortar, gray	240sf	D	
	71		↓	↓		
G1	72		Ceramic wall tile grout, gray	25sf	D	

CHAIN OF CUSTODY			
Relinquished by: (Sign) 1. Grupnie	Relinquished by: (Sign)	Relinquished by: (Sign)	Relinquished by: (Sign)
Received by: (print) Alex Lezar	Received by: (print) AMPM	Received by: (print) AMPM	Received by: (print) AMPM
08/14/24 1:00	08/14/24 13:00	08/15/2024 14:00	

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

Plm analysis MN 08/15/2024 14:00

PO # P11079205001

B10824258

ASBESTOS SURVEY DATA SHEET/ CHAIN OF CUSTODY

PAGE 7 OF 8

PROJECT NO.: U50033668.7833
CLIENT: Peekskill City SD / PNW Boces
PROJECT SITE: Peekskill City SD Admin Building
Project Manager: Poline Pikes

LOCATION(S) SURVEYED: Pool (South of building)
PROPOSED PROJECT: Peekskill City SD Admin Building Radon Survey
DATE(S) OF INSPECTION: 08/13/24
Inspector(s): Alex Lezer; Ivan Gryzovic

WSP USA
 TELEPHONE # (212) 612-7900
 ADDRESS: Penn 1, 4th Floor, New York, NY

RESULTS TO: lb.labresults@wsp.com
 same as page 1/8

TURNAROUND TIME: ☐ 12 HR. ☐ 24 HR. ☒ 48 HR. ☐ 72 HR.

HA	SAMPLE NO.	SAMPLE LOCATION	MATERIAL DESCRIPTION	APPROX. QUANTITY (LF/SF)	COND. (G,D,SD)	FIELD NOTES
G1	73	Shower / Bathroom	Ceramic wall tile grout, gray	25sf	D	
H1	74		Sink undercoating, gray	2sf	G	
	75		↓	↓	↓	
I1	76		Cove base, beige	10sf	G	
	77		↓	↓	↓	
J1	78		Mastic to cove base, brown	10sf	G	
	79		↓	↓	↓	
K1	80		Ceramic floor tile mortar, gray	250sf	G	
	81		↓	↓	↓	
L1	82		Ceramic floor tile grout, tan	10sf	G	
	83		↓	↓	↓	
M1	84	Exterior - South wall	CMU patching, gray	40sf	G	

CHAIN OF CUSTODY

Relinquished by: (print) <u>I. Gryzovic</u> (Sign) <u>[Signature]</u>	Relinquished by: (print) <u>AMPM</u> (Sign) <u>[Signature]</u>	Relinquished by: (print) <u>AMPM</u> (Sign) <u>[Signature]</u>	Relinquished by: (print) <u>AMPM</u> (Sign) <u>[Signature]</u>
Received by: (print) <u>Shirley</u> (Sign) <u>[Signature]</u>	Received by: (print) <u>AMPM</u> (Sign) <u>[Signature]</u>	Received by: (print) <u>AMPM</u> (Sign) <u>[Signature]</u>	Received by: (print) <u>AMPM</u> (Sign) <u>[Signature]</u>

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

Plm analyst MN [Signature] 08/15/2024 @ 14100

35242828

PAGE 8 OF 8

CHAIN OF CUSTODY					
Relinquished by: (print)	(Sign)	Relinquished by: (print)	(Sign)	Relinquished by: (print)	(Sign)
Relinquished by: (print) J. Grynove	(Sign) <i>[Signature]</i>	Relinquished by: (print) AMPM	/	Relinquished by: (print)	(Sign) /
Relinquished by: (print) AMPM	(Sign) <i>[Signature]</i>	Relinquished by: (print) AMPM	/	Relinquished by: (print)	(Sign) /

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

D/m Analyst MN *[Signature]* 08/15/2024 @ 14:00



Atlas Environmental Lab, Corp.
255 West 36th Street, Suite# 1503
New York, NY 10018
Phone:(212) 563-0400 Fax:(212) 563-0401
www.atlasenvironmentallab.com

Bulk Asbestos Report by PLM-TEM

Client: WSP
Collected by: Client
Project Name/No.: PHW Boces / Peekskill City SD
Project Address: Peekskill City SD Admin Building
Work Area: Pool (South of Building)

Lab ID: BK0824325
Date Received: 8/19/2024
PLM Date Analyzed: 8/19/2024
TEM Date Analyzed:
Report Date: 8/20/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	All% ASI%	PLM		TEM Asbestos% & Type	Method By ELAP		
						Fibrous%	Non Fibrous%		PLM 198.1	PLM NOB 198.6	TEM 198.4
N1-87	BK0824325-1	Pool Area - Ceiling SW - Stucco, Tan	Orange, Homogeneous, Friable	Not Applicable		0%	98.9%	1.1%CHRY		X	
N1-88	BK0824325-2	Pool Area - Ceiling Middle - Stucco, Tan	Orange, Homogeneous, Friable	Not Applicable				NA/PS			
N1-89	BK0824325-3	Pool Area - Ceiling NE - Stucco, Tan	Orange, Homogeneous, Friable	Not Applicable				NA/PS			

Quantitative Analysis (Semi/Full):Bulk Asbestos Analysis-PLM by EPA 600/M4-82-020 per 40 CFR or ELAP198.1 (friable) and 198.6 (NOB) samples for New York.

NAD=no asbestos detected. NA/PS=Not Analyzed/Positive Stop. Trace=<1%FBGL=Fiberglass, CELL=Cellulose,CHRY=Chrysotile,Amo=Amosite,CRO=Crocidolite,ANTH=Anthophyllite, TRE=Tremolite, ACT=Actinolite, NA=not applicable.

PLM is not consistently reliable in detecting Asbestos in floor coverings and similar non friable organically bound materials. NAD or Trace results by PLM are inconclusive.

TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos containing in NY State.

All samples were prepared and analyzed in accordance with the EPA "TEM Method for Identifying and Quantifying Asbestos in Non-Fibrous Organically Bound Bulk Samples" ELAP 198.4".

ORG%=Ashed Organic%, All= Acid Insoluble Inorganic%, ASI= Acid Soluble Inorganic%

This "Summary of Analytical Results "shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, ELAP or any agency of the U.S Government. The results relate only to the items tested. This report may not be reproduced, except in full, without the written approval of AEL. Atlas Environmental lab did not collect the analyzed samples and thus accepts no liability with regard to their collection and/or maintenance . AEL relies on client's data. The liability of Atlas Environmental Lab corp with respect to the services charged, shall in no event exceed the amount of the invoice.

NYS-ELAP#11999, NVLAP Lab Code: 500092-0, CT ID:PH-0154

PLM Analyst: DK

TEM Analyst:

Approved By:

PAGE 1 OF 1

1 2 3

Relinquished by:	(Sign)	(Sign)	Relinquished by:	(Sign)	AMFM	AMFM
Relinquished by:	(Sign)	(Sign)	Relinquished by:	(Sign)	AMFM	AMFM

NOTE: USE STOP AT FIRST POSITIVE METHODOLOGY FOR EVERY HOMOGENEOUS MATERIAL

PLM Analyst Ref - 10 Refs / 05/10/2004 19/15

Bulk Asbestos Report by PLM-TEM

Client: WSP

Collected by: Client

Project Name/No.: PHW Boces / Peekskill City SD / US0033668.7833

Project Address: Administration (Central Office)

Work Area:

Lab ID: BK1024261

Date Received: 10/21/2024

PLM Date Analyzed: 10/22/2024

TEM Date Analyzed: 10/24/2024

Report Date: 10/24/2024

Client ID#	Lab ID#	Description/ Location	Analyst Description	ORG %	All %	ASI %	PLM			TEM	Method By ELAP		
							Fibrous%	Non Fibrous%	Asbestos% & Type		PLM 198.1	PLM NOB 198.6	TEM 198.4
O1-90	BK1024261-1	Pool Area - North Wall Hollow Brick Mortar - Gray	Grey, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
O1-91	BK1024261-2	Pool Area - South Wall Hollow Brick Mortar - Gray	Grey, Homogeneous, Friable	Not Applicable			0%	100%	NAD		X		
P1-92	BK1024261-3	Pool Area - West Upper Wall Vapor Barrier behind Hollow Brick, Black	Black, Homogeneous, Non-Fibrous	13.7	52.3	34.1	0%	100%	NAD Inconclusive	NAD		X	X
P1-93	BK1024261-4	Pool Area - South Upper Wall Vapor Barrier behind Hollow Brick, Black	Black, Homogeneous, Non-Fibrous	30.6	37.3	32.1	0%	100%	NAD Inconclusive	NAD		X	X

AL/AH

Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis-PLM by EPA 600/M4-82-020 per 40 CFR or ELAP'98.1 (friable) and 198.6 (NOB) samples for New York.

NAD=no asbestos detected, NA/PS=Not Analyzed/Positive Stop, Trace<1%, FBGL=Fiberglass, CELL=Cellulose, CHRY=Chrysotile, Amo=Amosite, CRO=Crocidolite, ANTH=Anthophyllite, TRE=Tremolite, ACT=Actinolite, NA=not applicable.

PLM is not consistently reliable in detecting Asbestos in friable organically bound materials. NAD or Trace results by PLM are inconclusive.

TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos containing in NY State.

All samples were prepared and analyzed in accordance with the EPA "TEM Method for Identifying and Quantifying Asbestos in Non-Fibrous Organically Bound Bulk Samples" ELAP 198.4".

ORG%=Ashed Organic%, All= Acid Insoluble Inorganic%, ASI= Acid Soluble Inorganic%

This "Summary of Analytical Results" shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, ELAP, or any agency of the U.S. Government. The results relate only to the items tested. This report may not be reproduced, except in full, without the written approval of AEL. Atlas Environmental lab did not collect the analyzed samples and thus accepts no liability with

regard to their collection and/or maintenance. AEL relies on client's data. The liability of Atlas Environmental Lab corp with respect to the services charged, shall in no event exceed the amount of the invoice.

NYS-ELAP#11999, NVLAP Lab Code: 500092-0, CT ID: PH-0154

PLM Analyst: SO

TEM Analyst: VR

Approved By:

J. R. R. R.

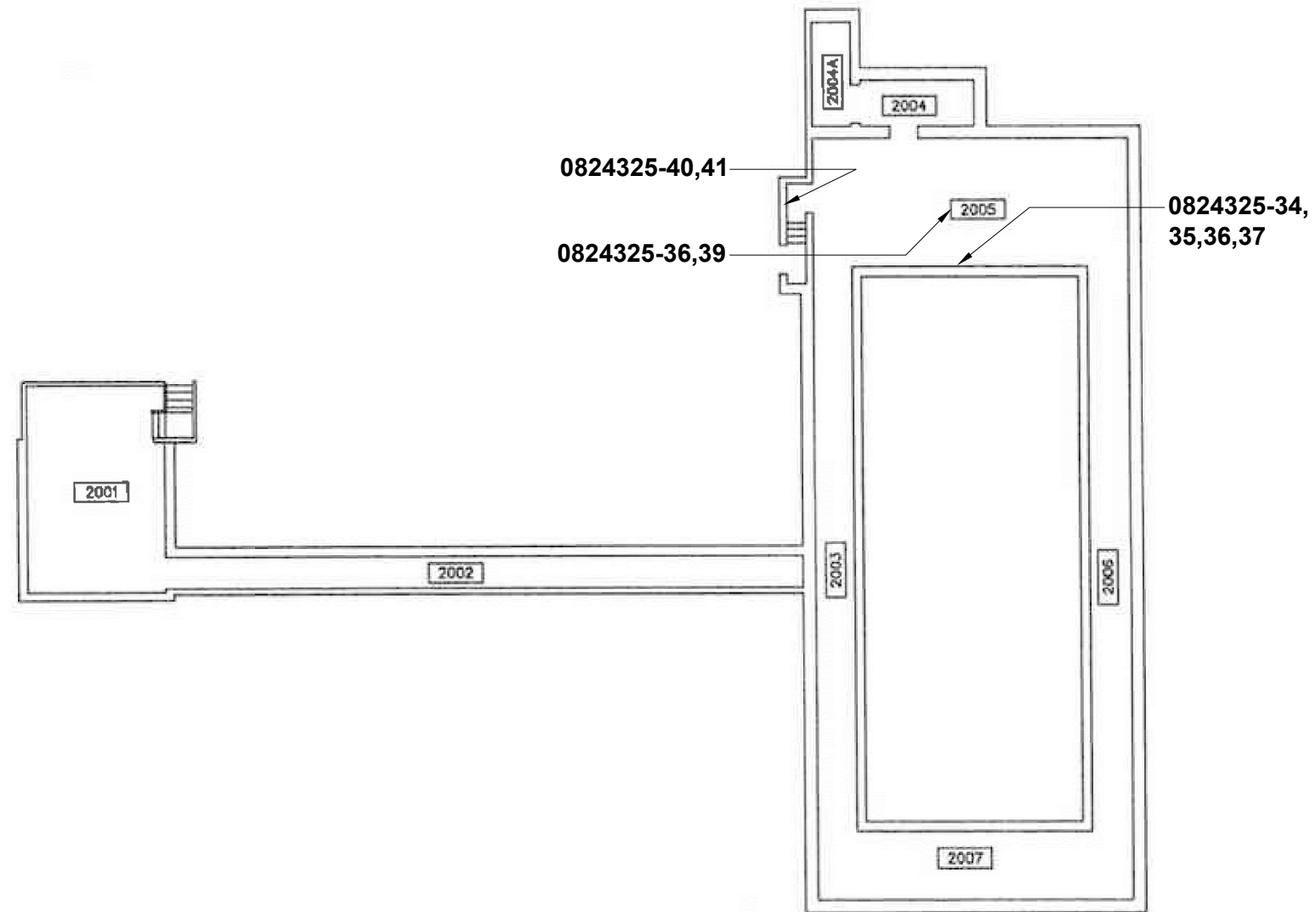
[illegible]

CHAIN OF CUSTODY									
Relinquished by:	(Sign)	Relinquished by:	(Sign)	Relinquished by:	(Sign)	Relinquished by:	(Sign)	Relinquished by:	(Sign)
(print)		(print)		(print)		(print)		(print)	
Received by:	(Sign)	Received by:	(Sign)	Received by:	(Sign)	Received by:	(Sign)	Received by:	(Sign)
(print)		(print)		(print)		(print)		(print)	

Sara P. Orozco SaralM 10/22/24 5:00pm



**APPENDIX C:
ASBESTOS BULK SAMPLE LOCATION DRAWINGS**



1 CELLAR/CRAWL SPACE FLOOR PLAN
SCALE: NOT TO SCALE



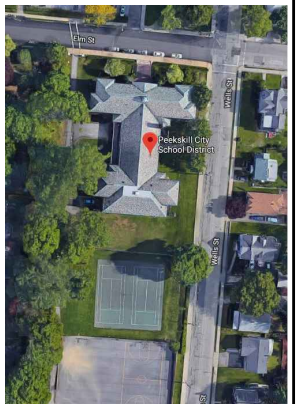
PEEKSKILL
SCHOOL DISTRICT
ADMINISTRATION
BUILDING
POOL SED SURVEY
1031 ELM STREET
PEEKSKILL, NY 10566

ENVIRONMENTAL CONSULTANT



One Penn Plaza
250 W 34th Street, 4th Floor,
New York, NY 10119
TEL. 212.612.7900 WWW.WSP.COM

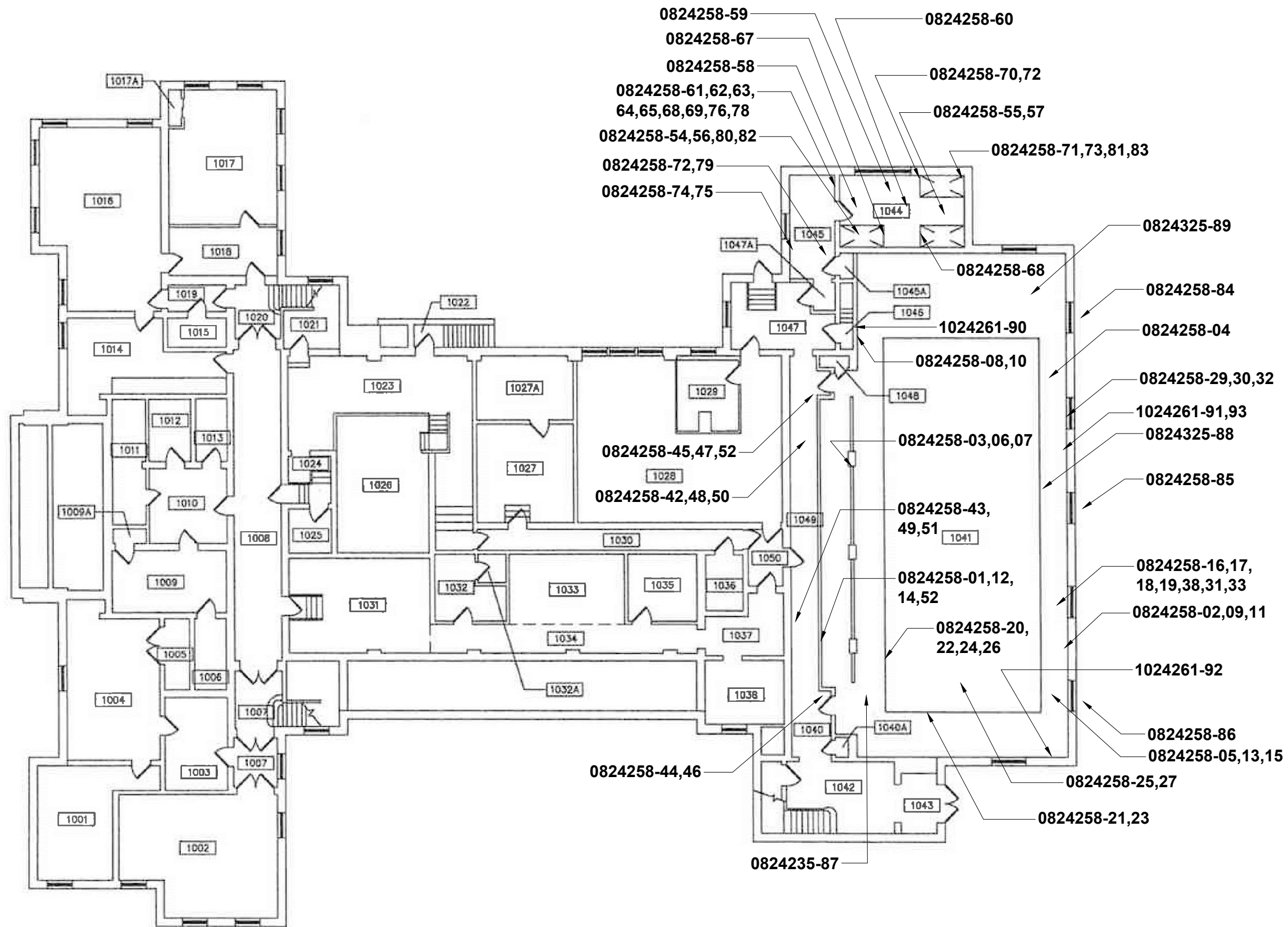
KEY PLAN:



No.	Date	Issue
Sheet Title		

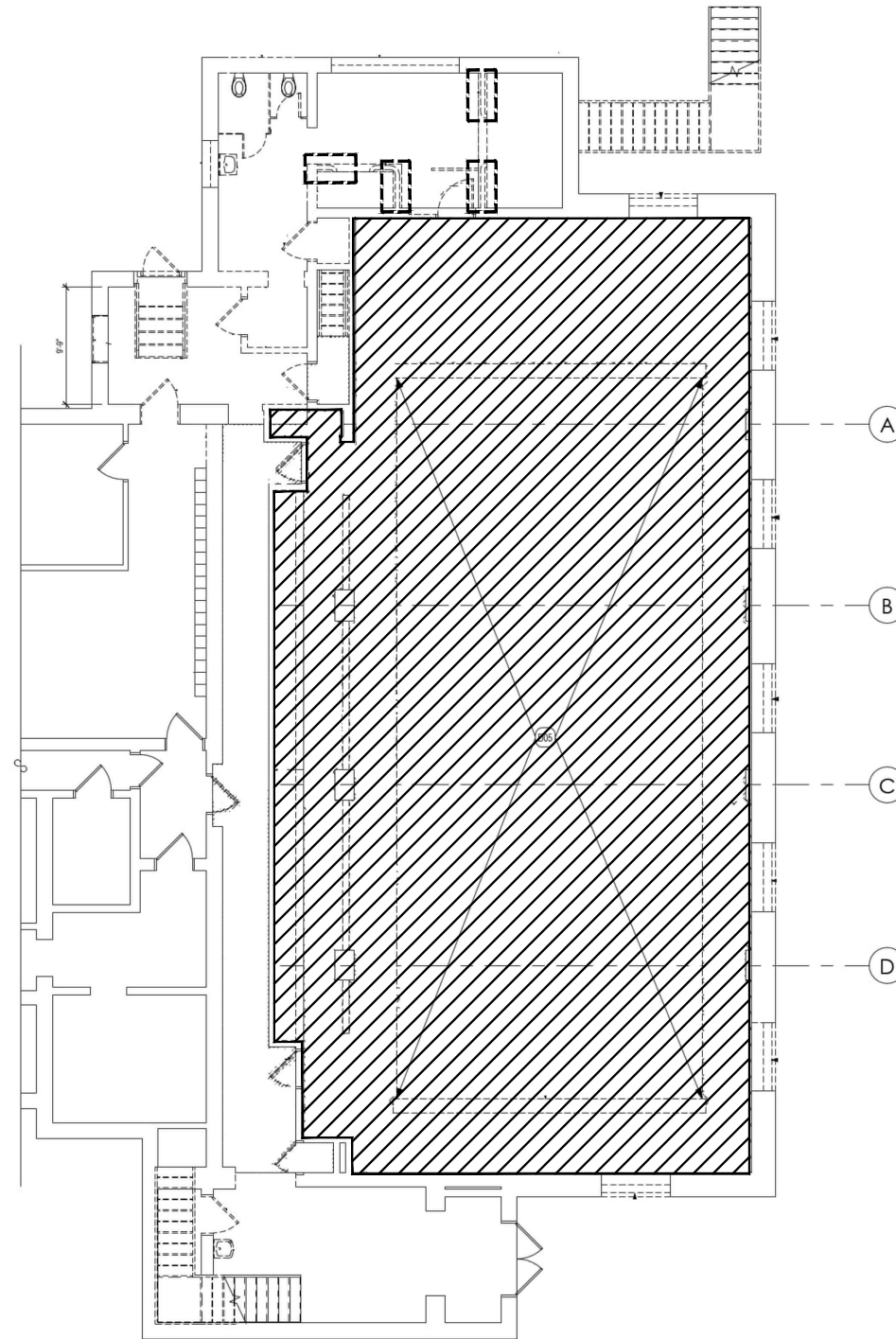
ASBESTOS SAMPLE LOCATIONS
CELLAR/CRAWL SPACE FLOOR
PLAN

Job No. US0033668.7833	Sheet No.
Date: OCTOBER 24 /2024	BSL001
Drawn by: J. PEREZ	
Checked by: A. SMOLYAR	
1 of 2	







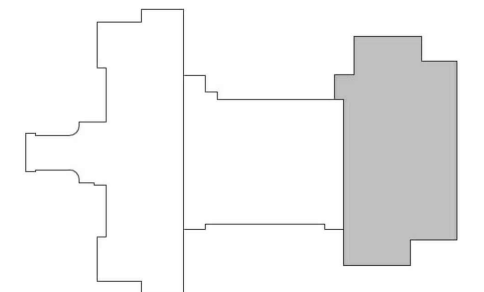
**APPENDIX D:
ASBESTOS CONTAINING MATERIALS LOCATION
DRAWINGS**



1 LOWER LEVEL FLOOR PLAN
SCALE: NOT TO SCALE

LEGEND

-  LOCATION OF ASBESTOS CONTAINING STUCCO GREEN/TAN ON THE WALLS, CEILING, COLUMNS AND BEAMS
-  LOCATION OF ASBESTOS CONTAINING GLASS MORTAR, BROWN



KEY PLAN
NO SCALE



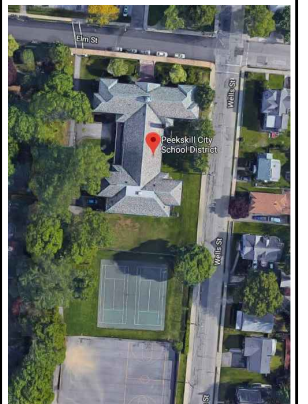
PEEKSKILL
SCHOOL DISTRICT
ADMINISTRATION
BUILDING
POOL SED SURVEY
1031 ELM STREET
PEEKSKILL, NY 10566

ENVIRONMENTAL CONSULTANT



One Penn Plaza
250 W 34th Street, 4th Floor,
New York, NY 10119
TEL. 212.612.7900 WWW.WSP.COM

KEY PLAN:



No.	Date	Issue

**ASBESTOS CONTAINING
MATERIALS
LOWER LEVEL FLOOR PLAN**

Job No. US0033668.7833	Sheet No. ACM001
Date: OCTOBER 24 /2024	1 of 1
Drawn by: J. PEREZ	
Checked by: A. SMOLYAR	



**APPENDIX E:
LEAD XRF SHOT RESULTS**



XRF CALIBRATION CHECK FORM

PAGE 1 OF 1

PROJ. NO.:	US0033668.7833		DATE:	08/13/2024	
PROJECT NAME:	K202		INSPECTOR NAME:	Alex Lazar	
CLIENT:	Peekskill School District		INSPECTOR SIGNATURE:		
SITE:	1031 ELM STREET, PEEKSKILL, NY 10566		PROJ. MANAGER:	P. Pikes	
WSP TELEPHONE #: (212) 612-7900 FAX #: (212) 425-1618 ADDRESS: 250 W 34th St., 4th FLOOR New York, NY 10119		XRF MAKE/MODEL: RMD LPA-1; PB200i		XRF JOB #	
NOTES:					
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
1.0 mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME: <u>08:00</u>	TEST #	<u>1</u>	<u>2</u>	<u>3</u>	
	XRF READING	<u>0.1</u>	<u>0.1</u>	<u>0.0</u>	
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
0.0 mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME: <u>08:07</u>	TEST #	<u>4</u>	<u>5</u>	<u>6</u>	
	XRF READING	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>	
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
1.0 mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME: <u>11:30</u>	TEST #	<u>7</u>	<u>8</u>	<u>9</u>	
	XRF READING	<u>0.1</u>	<u>0.0</u>	<u>0.0</u>	
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
_____ mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME: <u>11:35</u>	TEST #	<u>10</u>	<u>11</u>	<u>12</u>	
	XRF READING	<u>1.1</u>	<u>1.0</u>	<u>1.0</u>	
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
_____ mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME: <u>15:30</u>	TEST #	<u>36</u>	<u>37</u>	<u>38</u>	
	XRF READING	<u>0.1</u>	<u>0.1</u>	<u>0.1</u>	
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
_____ mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME: <u>15:38</u>	TEST #	<u>39</u>	<u>40</u>	<u>41</u>	
	XRF READING	<u>1.0</u>	<u>1.1</u>	<u>1.1</u>	
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
_____ mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME:	TEST #				
	XRF READING				
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
_____ mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME:	TEST #				
	XRF READING				
CALIBRATION CHECK – FIELD-END/2-HR/4-HR (circle one)					
_____ mg/cm ² Calibration Block		FIRST READING	SECOND READING	THIRD READING	AVERAGE
CALIBRATION TIME:	TEST #				
	XRF READING				



XRF LEAD-BASED PAINT TESTING DATA SHEET/CHAIN OF CUSTODY

PAGE 1 OF 2

PROJECT NO.: US0033668.7833

PROJECT NAME:

ADMINISTRATION
BUILDING
POOL SED SURVEY

CLIENT: Peekskill School District

PROJECT LOCATION: 1031 ELM STREET

INSPECTOR(S): Alex Lazar

PEEKSKILL, NY 10566

PROJ. MANAGER: P. Pikes

INSPECTION DATE: 08/13/2024

SPACE CHARACTERISTICS:

FLOOR #: ROOM #: ROOM NAME:

NOTES:

LLW#: JOB#:

SAMPLE #	SUBSTRATE	COMPONENT DESCRIPTION										XRF READING [mg/cm ²]
		COLOR	CONDITION [I/F/P]	COMPONENT	WALL/SID E DESIGN.	SIDE [L/C/R]	HEIGHT [L/M/U]	COMPONENT TREPLICANT	QUANTITY (IF POSITIVE) [SF]	PHOTO	NOTES (DETERIORATION TO FRICTION/IMPACT AND/OR MOISTURE?)	
13	M PL S C CB PG CR B W V CT G FG OTHER:	Grey	P	Deck Floor	A B C D RM CTR FL CL						Pool Area	0.2
14	M PL S C CB PG CR B W V CT G FG OTHER:	Blue	G	Door	A B C D RM CTR FL CL							0.1
15	M PL S C CB PG CR B W V CT G FG OTHER:	Blue	G	Door Frame	A B C D RM CTR FL CL							0.1
16	M PL S C CB PG CR B W V CT G FG OTHER: Stucco	Grey	G	Wall	A B C D RM CTR FL CL							0.2
17	M PL S C CB PG CR B W V CT G FG OTHER: Stucco				A B C D RM CTR FL CL							0.3
18	M PL S C CB PG CR B W V CT G FG OTHER: Stucco				A B C D RM CTR FL CL							0.3
19	M PL S C CB PG CR B W V CT G FG OTHER: Stucco				A B C D RM CTR FL CL							0.1
20	M PL S C CB PG CR B W V CT G FG OTHER: Stucco				A B C D RM CTR FL CL							0.3
21	M PL S C CB PG CR B W V CT G FG OTHER: Stucco	Grey		Ceiling	A B C D RM CTR FL CL							0.1
22	M PL S C CB PG CR B W V CT G FG OTHER: Stucco				A B C D RM CTR FL CL							0.1
23	M PL S C CB PG CR B W V CT G FG OTHER: Stucco				A B C D RM CTR FL CL							0.0
24	M PL S C CB PG CR B W V CT G FG OTHER: Stucco				A B C D RM CTR FL CL							0.3
25	M PL S C CB PG CR B W V CT G FG OTHER:			Door	A B C D RM CTR FL CL						Bathroom	0.1
26	M PL S C CB PG CR B W V CT G FG OTHER:			Door Frame	A B C D RM CTR FL CL							0.1
27	M PL S C CB PG CR B W V CT G FG OTHER:	Off White		Wall	A B C D RM CTR FL CL							0.8
28	M PL S C CB PG CR B W V CT G FG OTHER:	White	F	Wall	A B C D RM CTR FL CL							0.2
29	M PL S C CB PG CR B W V CT G FG OTHER:			Ceiling	A B C D RM CTR FL CL						Basement	0.2
30	M PL S C CB PG CR B W V CT G FG OTHER:	Grey	P	Pipe	A B C D RM CTR FL CL							0.2
31	M PL S C CB PG CR B W V CT G FG OTHER:	Blue	P	Window Sill	A B C D RM CTR FL CL						Pool Area	0.2
32	M PL S C CB PG CR B W V CT G FG OTHER:				A B C D RM CTR FL CL							0.2

Side: Left/Center/Right; Height: Lower/Middle/Upper; Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinder Block; CR: Sinks, Water Closets, etc.; CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor; Initial Result: P = Positive; N = Negative;



INSPECTION DATE: 08/13/2024

LLW#: _____ JOB#: _____

Side: Left/Center/Right; Height: Lower/Middle/Upper; Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinder Block; CR: Sinks, Water Closets, etc.; CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass ; Condition: I = Intact; F = Fair; P = Poor; Initial Result: P = Positive; N = Negative;



**APPENDIX F:
COMPANY LICENSE, PERSONAL CERTIFICATIONS AND
LABORATORY ACCREDITATIONS**

WE ARE YOUR DOL



DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

WSP USA Inc.

One Penn Plaza, 4th Floor, New York, NY, 10119

License Number: 28575

License Class: RESTRICTED

Date of Issue: 04/11/2024

Expiration Date: 04/30/2025

Duly Authorized Representative: Prakash Saha

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR

United States Environmental Protection Agency

This is to certify that



WSP USA Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires November 12, 2025

NAT-103950-1

Certification #

October 29, 2020

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

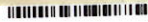
STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



ALEX LAZAR
CLASS(EXPIRES)
C ATEC (01/25) D INSP (01/25)
H PM (01/25)

CERT# 24-6IS8N-SHAB
DMV# 243379976

MUST BE CARRIED ON ASBESTOS PROJECTS



United States Environmental Protection Agency

This is to certify that



Alex Lazar

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 04, 2026

LBP-R-1175407-2

Certification #

August 21, 2023

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S.



IVAN GRUJOVIC
CLASS(EXPIRES)
D INSP (05/25) H PM (05/25)
C ATEC (05/25)

CERT# 24-6SFJ1-SHAB
DMV# 630760691

MUST BE CARRIED ON ASBESTOS PROJECTS

VIOLATION OF THIS RULE IS A VIOLATION OF THE LAW

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025
Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. JACKIE DARVISH
ATLAS ENVIRONMENTAL LABS CORP
255 W 36TH STREET SUITE 1503
NEW YORK, NY 10018

NY Lab Id No: 11999

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Mate	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

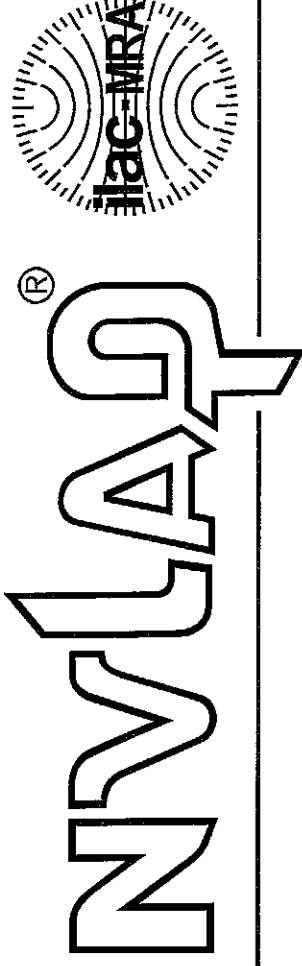
EPA 3050B



Serial No.: 69037

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 500092-0

Atlas Environmental Lab (Asbestos in Bulk)
New York, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2023-10-01 through 2024-09-30

Effective Dates

A handwritten signature in black ink, appearing to read "Peter S. Lander".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Atlas Environmental Lab (Asbestos in Bulk)

255 W 36th Street Suite #1503

New York, NY 10018

Ms. Jackie Darvish

Phone: 212-563-0400 Fax: 212-563-0401

Email: jdarvish@atlasenvironmentallab.com

<http://www.atlasenvironmentallab.com>

ASBESTOS FIBER ANALYSIS

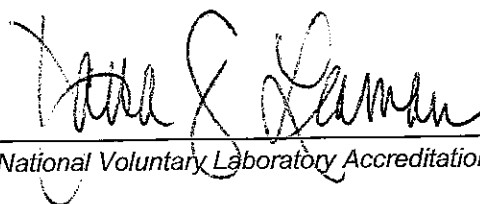
NVLAP LAB CODE 500092-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

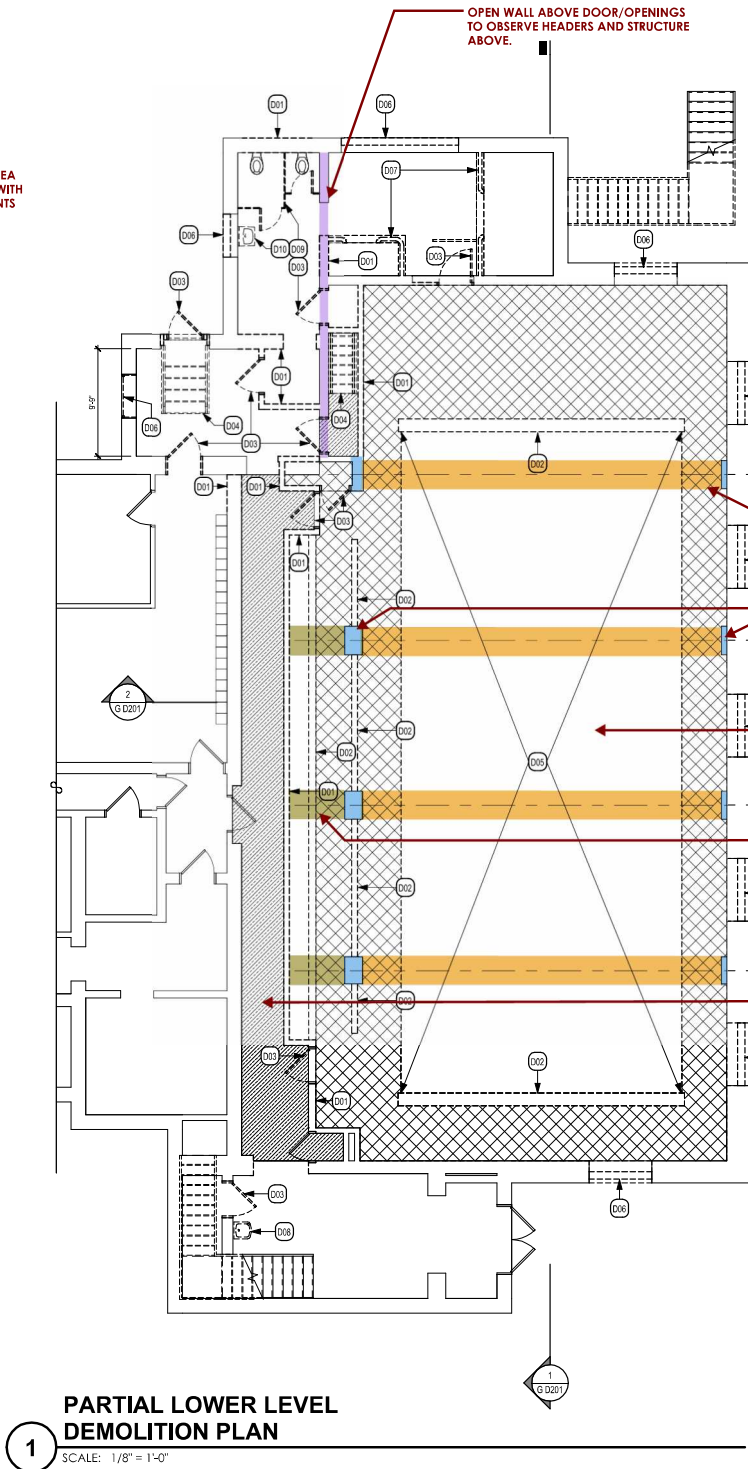
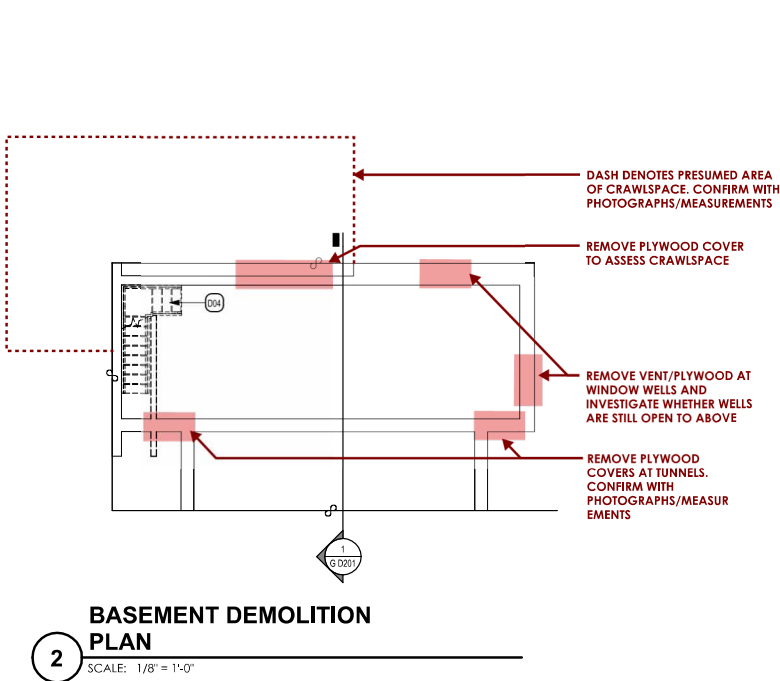
<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program



**APPENDIX G:
SCOPE OF WORK DRAWINGS**



GENERAL DEMOLITION PLAN NOTES

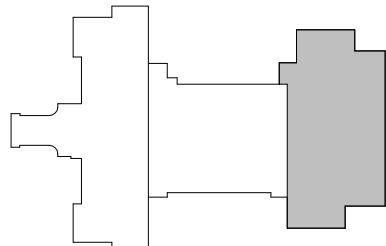
- REFER TO MECHANICAL, ELECTRICAL, PLUMBING AND ASBESTOS DRAWINGS AND HAZMAT REPORT FOR ADDITIONAL INFORMATION. COORDINATE REMOVALS WITH ALL OTHER CONTRACTORS.
- MAINTAIN INTEGRITY OF ITEMS THAT ARE EXISTING TO REMAIN. PATCH ALL REMAINING SURFACES DISTURBED BY DEMOLITION AND/OR NEW CONSTRUCTION TO MATCH EXISTING ADJACENT SURFACES.
- COORDINATE EXTENT OF SELECTIVE DEMOLITION WITH NEW WORK.
- PROVIDE TEMPORARY SHORING AND BRACING AS REQUIRED PRIOR TO COMMENCING DEMOLITION. DO NOT DAMAGE OR DISTURB EXISTING STRUCTURAL ELEMENTS THAT ARE TO REMAIN. WHERE WALLS ARE TO BE REMOVED, DO NOT DAMAGE EXISTING COLUMNS, UNLESS NOTED OTHERWISE.
- PRIOR TO START OF PROJECT, OWNER SHALL REMOVE LOOSE EQUIPMENT SUCH AS FURNITURE, DESKS, CHAIRS, SHELVING, KITCHEN EQUIPMENT, ETC. UNLESS NOTED OTHERWISE.
- REMOVE CEILING SYSTEM AND SOFFITS IN ALL SPACES SCHEDULED TO RECEIVE NEW CEILING OR WHERE EXPOSED STRUCTURE IS CALLED FOR, UNLESS NOTED OTHERWISE. SEE ROOM FINISH SCHEDULE AND CEILING PLANS.
- DEMOLITION TO INCLUDE COMPLETE REMOVAL OF ALL FASTENERS, ADHESIVES AND RELATED ITEMS COMPLETELY DOWN TO SUBSTRATE. PATCH SUBSTRATE AS REQUIRED FOR NEW FINISHES. PATCH ALL REMAINING SURFACES DISTURBED BY DEMOLITION AND/OR NEW CONSTRUCTION TO BLEND WITH AND MATCH EXISTING ADJACENT SURFACES, OR TO PROVIDE NEW CONSTRUCTION AS SHOWN.
- REMOVE EXISTING UNITS AT ALL OPENINGS TO BE INFILLED AND/OR OPENINGS TO RECEIVE NEW UNITS. PROVIDE TEMPORARY BRACING AS REQUIRED.
- EACH CONTRACTOR SHALL SAWCUT AND REMOVE PORTIONS OF EXISTING CONCRETE FLOOR SLAB AND SOIL AS REQUIRED FOR INSTALLATION OR REMOVAL OF THEIR WORK. EACH CONTRACTOR SHALL PATCH SLAB AS REQUIRED. GC TO COORDINATE THAT SLAB WORK OF OTHER TRADES IS COMPLETE PRIOR TO INSTALLATION OF FLOOR LEVELER AND/OR FINISHES.
- ALL PLUMBING FIXTURES AND RELATED PIPING WILL BE REMOVED BY THE PC UNLESS OTHERWISE NOTED. GC AND PC SHALL COORDINATE WORK.
- ALL MECHANICAL UNITS AND RELATED DUCTWORK/PIPPING WILL BE REMOVED BY THE MC. GC AND MC SHALL COORDINATE WORK.
- ALL ELECTRICAL CONNECTIONS SHALL BE DISCONNECTED BY THE EC PRIOR TO ANY REMOVALS. EC WILL REMOVE ALL ELECTRICAL ITEMS. GC AND EC SHALL COORDINATE WORK.

DEMOLITION LEGEND

- REMOVE EXISTING POOL DECK, BASE AND ADHESIVE COMPLETELY TO STRUCTURAL FLOOR SLAB
- REMOVE EXISTING FLOOR, BASE AND ADHESIVE COMPLETELY TO STRUCTURAL FLOOR SLAB

DEMOLITION KEYNOTES

D01	REMOVE EXISTING MASONRY WALL ASSEMBLIES OR PORTIONS OF WALL ASSEMBLIES AS REQUIRED FOR INSTALLATION OF NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY.
D02	REMOVE EXISTING MASONRY CURB ASSEMBLIES IN THEIR ENTIRETY.
D03	REMOVE EXISTING DOOR, DOOR FRAME, DOOR HARDWARE, (IF) SIDELIGHTS AND/OR TRANSOMS, AND (IF) THRESHOLD COMPLETELY. G.C. SHALL INFILL OR WIDEN OPENING PER FLOOR PLANS.
D04	REMOVE EXISTING STAIR
D05	REMOVE EXISTING STAIR. PREP FOR INFILL.
D06	REMOVE EXISTING WINDOW AND LINTEL, CMU WALL INFILL, AND PORTION OF WALL ASSEMBLY AS REQUIRED FOR NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY. SEE NEW WORK PLAN AND ELEVATIONS FOR EXTENT OF NEW WINDOW OPENINGS.
D07	REMOVE EXISTING WALL ASSEMBLIES OR PORTIONS OF WALL ASSEMBLIES AS REQUIRED FOR INSTALLATION OF NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY.
D08	PC TO REMOVE EXISTING DRINKING FOUNTAIN. TEMPORARILY CAP PIPES AND PREPARE TO RECEIVE NEW DRINKING FOUNTAIN.
D09	REMOVE EXISTING PARTITION WALL.
D10	REMOVE EXISTING SINK AND PLUMBING. G.C. TO PATCH AND MATCH EXISTING CMU WALL.



KEY PLAN
NO SCALE

SED NUMBERS: 661-500-014000-013
BEFORE WORK IS STARTED, CONTRACTOR SHALL VERIFY ALL THE DIMENSIONS AT THE SITE AND IMMEDIATELY NOTIFY THE ARCHITECT OF ALL DISCREPANCIES.
ALTERATION OF THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED REGISTERED ARCHITECT IS ILLEGAL AND A VIOLATION OF SECTION 7307 OF THE NEW YORK STATE EDUCATION LAW.

Consultant:

PROGRESS PRINT
NOT FOR CONSTRUCTION
FOR REFERENCE AND
ESTIMATING PURPOSES ONLY.
05-20-2024

Alterations to Administration Building

Peekskill City School District
Peekskill, New York

Revised:

PARTIAL DEMOLITION PLANS
ADMINISTRATION BUILDING

Drawing Number:

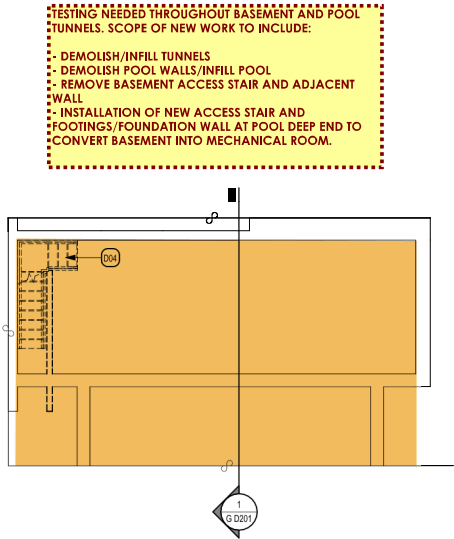
**G
D101**

APN: 2262.2A | Date: 5/17/2024 | Drawn by: Author

**MOSAIC
ASSOCIATES**

Mosaic Associates Architects, P.C.
The First Building, 2 Third Street, Suite 440, Troy, NY 12180

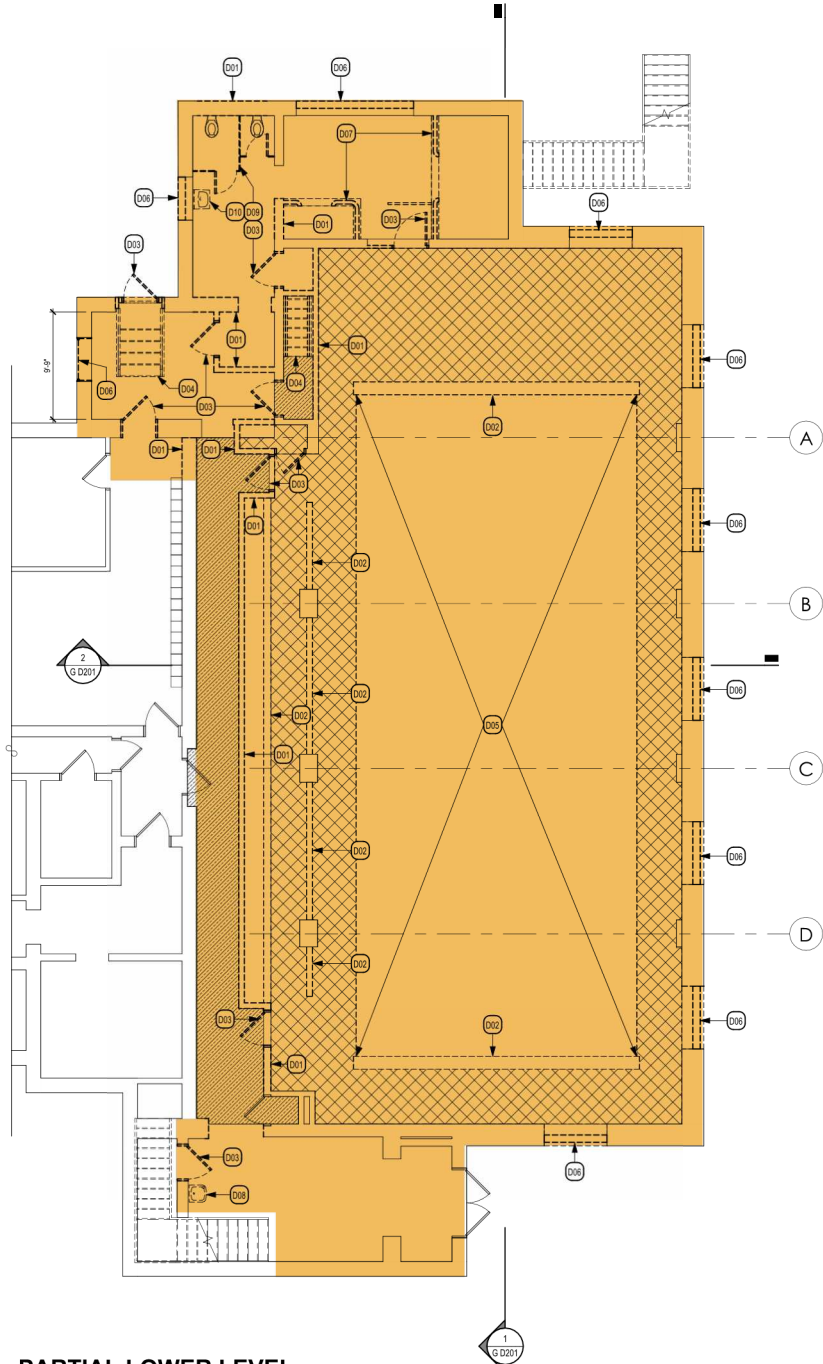
2
BASEMENT DEMOLITION
PLAN
SCALE: 1/8" = 1'-0"



TESTING NEEDED THROUGHOUT BASEMENT AND POOL TUNNELS. SCOPE OF NEW WORK TO INCLUDE:

- DEMOLISH/INFILL TUNNELS
- DEMOLISH POOL WALLS/INFILL POOL
- REMOVE BASEMENT ACCESS STAIR AND ADJACENT WALL
- INSTALLATION OF NEW ACCESS STAIR AND FOOTINGS/FOUNDATION WALL AT POOL DEEP END TO CONVERT BASEMENT INTO MECHANICAL ROOM.

1
PARTIAL LOWER LEVEL
DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



TESTING NEEDED THROUGHOUT HIGHLIGHTED AREA OF LOWER LEVEL, INCLUDING INTERIOR AND EXTERIOR OF POOL ROOM, GIRLS' LOCKER ROOM, CORRIDOR, AND BOTH STAIRWAY/VESTIBULES. SCOPE OF NEW WORK TO INCLUDE:

- REMOVAL OF EXISTING WINDOWS, INFILL MATERIAL, AND PORTIONS OF WALL CONSTRUCTION TO RESTORE WINDOW OPENINGS TO ORIGINAL SIZE OR TO ENLARGE WINDOW OPENINGS.
- REMOVAL OF THE POOL DECK AND INFILL OF THE POOL TO EXPOSE THE BASEMENT AND TUNNELS BELOW. TUNNELS WILL BE INFILLED AND NEW FOOTINGS/FOUNDATION WALL WILL BE POURED TO CREATE THE BASEMENT MECHANICAL AREA. A NEW FLOOR SLAB WILL BE INSTALLED AT THE LEVEL OF THE CURRENT POOL DECK.
- REMOVAL OF INTERIOR WALLS, DOORS, FIXTURES, CHASES, AND FINISHES THROUGHOUT TO PREPARE FOR NEW CONSTRUCTION.
- REMOVAL OF EXISTING CEILINGS TO EXPOSE EXISTING STRUCTURE ABOVE. (MAY REQUIRE DESTRUCTIVE TESTING AT PLASTER CEILINGS IN POOL AREA AND MAIN CORRIDOR)
- NEW ELECTRICAL, PLUMBING, AND MECHANICAL WORK WILL BE INSTALLED THROUGHOUT THE WORK AREA.

GENERAL DEMOLITION PLAN NOTES

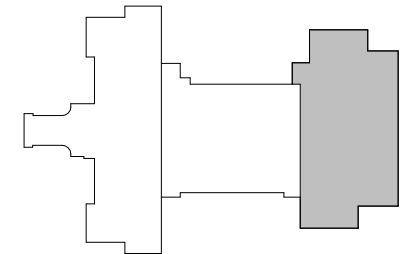
- REFER TO MECHANICAL, ELECTRICAL, PLUMBING AND ASBESTOS DRAWINGS AND HAZMAT REPORT FOR ADDITIONAL INFORMATION. COORDINATE REMOVALS WITH ALL OTHER CONTRACTORS.
- MAINTAIN INTEGRITY OF ITEMS THAT ARE EXISTING TO REMAIN. PATCH ALL REMAINING SURFACES DISTURBED BY DEMOLITION AND/OR NEW CONSTRUCTION TO MATCH EXISTING ADJACENT SURFACES.
- COORDINATE EXTENT OF SELECTIVE DEMOLITION WITH NEW WORK.
- PROVIDE TEMPORARY SHORING AND BRACING AS REQUIRED PRIOR TO COMMENCING DEMOLITION. DO NOT DAMAGE OR DISTURB EXISTING STRUCTURAL ELEMENTS THAT ARE TO REMAIN, WHERE WALLS ARE TO BE REMOVED, DO NOT DAMAGE EXISTING COLUMNS, UNLESS NOTED OTHERWISE.
- PRIOR TO START OF PROJECT, OWNER SHALL REMOVE LOOSE EQUIPMENT SUCH AS FURNITURE, DESKS, CHAIRS, SHELVING, KITCHEN EQUIPMENT, ETC. UNLESS NOTED OTHERWISE.
- REMOVE CEILING SYSTEM AND SOFFITS IN ALL SPACES SCHEDULED TO RECEIVE NEW CEILING OR WHERE EXPOSED STRUCTURE IS CALLED FOR, UNLESS NOTED OTHERWISE. SEE ROOM FINISH SCHEDULE AND CEILING PLANS.
- DEMOLITION TO INCLUDE COMPLETE REMOVAL OF ALL FASTENERS, ADHESIVES AND RELATED ITEMS COMPLETELY DOWN TO SUBSTRATE. PATCH SUBSTRATE AS REQUIRED FOR NEW FINISHES. PATCH ALL REMAINING SURFACES DISTURBED BY DEMOLITION AND/OR NEW CONSTRUCTION TO BLEND WITH AND MATCH EXISTING ADJACENT SURFACES, OR TO PROVIDE NEW CONSTRUCTION AS SHOWN.
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- ALL PLUMBING FIXTURES AND RELATED PIPING WILL BE REMOVED BY THE PC UNLESS OTHERWISE NOTED. GC AND PC SHALL COORDINATE WORK.
- ALL MECHANICAL UNITS AND RELATED DUCTWORK/PIPING WILL BE REMOVED BY THE MC. GC AND MC SHALL COORDINATE WORK.
- ALL ELECTRICAL CONNECTIONS SHALL BE DISCONNECTED BY THE EC PRIOR TO ANY REMOVALS. EC WILL REMOVE ALL ELECTRICAL ITEMS. GC AND EC SHALL COORDINATE WORK.

DEMOLITION LEGEND

- REMOVE EXISTING POOL DECK, BASE AND ADHESIVE COMPLETELY TO STRUCTURAL FLOOR SLAB
- REMOVE EXISTING FLOOR, BASE AND ADHESIVE COMPLETELY TO STRUCTURAL FLOOR SLAB

DEMOLITION KEYNOTES

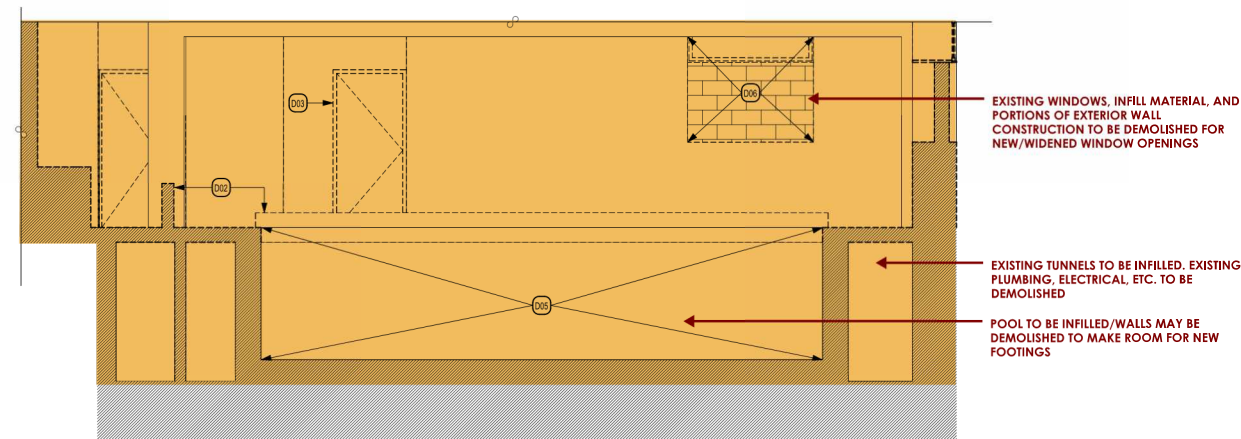
D01	REMOVE EXISTING MASONRY WALL ASSEMBLIES OR PORTIONS OF WALL ASSEMBLIES AS REQUIRED FOR INSTALLATION OF NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY.
D02	REMOVE EXISTING MASONRY CURB ASSEMBLIES IN THEIR ENTIRETY.
D03	REMOVE EXISTING DOOR, DOOR FRAME, DOOR HARDWARE, (IF) SIDELIGHTS AND/OR TRANSOMS, AND (IF) THRESHOLD COMPLETELY. G.C. SHALL INFILL OR WIDEN OPENING PER FLOOR PLANS.
D04	REMOVE EXISTING STAIR
D05	REMOVE EXISTING POOL TILE. PREP FOR INFILL.
D06	REMOVE EXISTING WINDOW AND LINTEL CMU WALL INFILL AND PORTION OF WALL ASSEMBLY AS REQUIRED FOR NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY. SEE NEW WORK PLAN AND ELEVATIONS FOR EXTENT OF NEW WINDOW OPENINGS.
D07	REMOVE EXISTING WALL ASSEMBLIES OR PORTIONS OF WALL ASSEMBLIES AS REQUIRED FOR INSTALLATION OF NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY.
D08	PC TO REMOVE EXISTING DRINKING FOUNTAIN. TEMPORARILY CAP PIPES AND PREPARE TO RECEIVE NEW DRINKING FOUNTAIN.
D09	REMOVE EXISTING PARTITION WALL
D10	REMOVE EXISTING SINK AND PLUMBING. G.C. TO PATCH AND MATCH EXISTING CMU WALL



KEY PLAN
NO SCALE

1 **REMOVAL**
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"



2 **REMOVAL**
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

1. REFER TO MECHANICAL, ELECTRICAL, PLUMBING AND ASBESTOS DRAWINGS AND HAZMAT REPORT FOR ADDITIONAL INFORMATION. COORDINATE REMOVALS WITH ALL OTHER CONTRACTORS
2. MAINTAIN INTEGRITY OF ITEMS THAT ARE EXISTING TO REMAIN. PATCH ALL REMAINING SURFACES DISTURBED BY DEMOLITION AND REMOVE EXISTING STRUCTURE TO MATCH EXISTING ADJACENT SURFACES
3. COORDINATE EJECTION OF SELECTIVE DEMOLITION WITH NEW WORK
4. PROVIDE TEMPORARY SHORING AND BRACING AS REQUIRED PRIOR TO COMMENCING DEMOLITION. DO NOT DAMAGE OR DISTURB EXISTING STRUCTURAL ELEMENTS THAT ARE TO REMAIN, WHERE WALLS ARE TO BE REMOVED, DON'T DAMAGE EXISTING COLUMNS, UNLESS NOTED OTHERWISE
5. PRIOR TO START OF PROJECT, OWNER SHALL REMOVE LOOSE EQUIPMENT SUCH AS FURNITURE, DESKS, CHAIRS, SHELVING, LIGHTING EQUIPMENT, ETC. UNLESS NOTED OTHERWISE
6. REMOVE CEILING SYSTEMS AND SOFFITS IN ALL SPACES SCHEDULED TO RECEIVE NEW CEILING OR WHERE EXPOSED STRUCTURE CALLS FOR EXISTING STRUCTURE, REMOVE CEILING, REMOVE SCHEDULED CEILING PLAN
7. DEMOLITION TO INCLUDE COMPLETE REMOVAL OF ALL PARTENERS, ADJACENTS AND RELATED ITEMS COMPLETELY DOWN TO SUBSTRATE. PATCH SUBSTRATE AS REQUIRED FOR NEW FINISHES. PATCH ALL REMAINING SURFACES DISTURBED BY DEMOLITION AND REMOVE NEW CONSTRUCTION TO BLEND WITH ARE MATCH EXISTING ADJACENT SURFACES, OR TO PROVIDE NEW CONSTRUCTION AS REQUIRED
8. REMOVE EXISTING UNIONS AT ALL OPENINGS TO BE INFILLED AND/OR OPENINGS TO RECEIVE NEW UNIONS. PROVIDE TEMPORARY BRACING AS REQUIRED
9. EACH CONTRACTOR SHALL SAWCUT AND REMOVE PORTIONS OF EXISTING CONCRETE FLOOR SLAB AND SOILS AS REQUIRED FOR INSTALLATION OR REMOVAL OF THEIR WORK. EACH CONTRACTOR SHALL PATCH SLAB AS REQUIRED, GC TO COORDINATE THAT SLAB WORK FOR OTHER TRADES IS COMPLETE PRIOR TO INSTALLATION OF FLOOR LEVELING AND/OR FINISHES
10. ALL PLUMBING, FIXTURES AND RELATED PIPING WILL BE REMOVED BY THE GC UNLESS OTHERWISE NOTED. GC AND MC SHALL COORDINATE WORK
11. ALL MECHANICAL UNITS AND RELATED DUCTWORK/PIPING WILL BE REMOVED BY THE MC, GC AND MC SHALL COORDINATE WORK
12. ALL ELECTRICAL CONNECTIONS SHALL BE DISCONNECTED BY THE GC PRIOR TO ANY REMOVALS. EC WILL REMOVE ALL ELECTRICAL ITEMS, GC AND EC SHALL COORDINATE WORK

D01	REMOVE EXISTING MASONRY WALL ASSEMBLIES OR PORTIONS OF WALL ASSEMBLIES AS REQUIRED FOR INSTALLATION OF NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY.
D02	REMOVE EXISTING MASONRY CURB ASSEMBLIES IN THEIR ENTIRETY.
D03	REMOVE EXISTING DOOR, DOOR FRAME, DOOR HARDWARE, (IF) SIGHTGLASS AND/OR TRANSOMS, AND (IF) THRESHOLD COMPLETELY. G.C. SHALL INFILL OR WIDEN OPENING PER FLOOR PLANS.
D04	REMOVE EXISTING STAIR
D05	REMOVE EXISTING POOL TILE, PREP FOR INFILL
D06	REMOVE EXISTING WINDOW AND, LINTEL, CMU WALL INFILL, AND PORTION OF WALL ASSEMBLY AS REQUIRED FOR NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY. SEE NEW WORK PLAN AND ELEVATIONS FOR EXTENT OF NEW WINDOW OPENINGS.
D07	REMOVE EXISTING WALL ASSEMBLIES OR PORTIONS OF WALL ASSEMBLIES AS REQUIRED FOR INSTALLATION OF NEW WORK. GC SHALL BRACE EXISTING BUILDING AS REQUIRED TO MAINTAIN STABILITY.
D08	PC TO REMOVE EXISTING DRINKING FOUNTAIN. TEMPORARILY CAP PIPES AND PREPARE TO RECEIVE NEW DRINKING FOUNTAIN.
D09	REMOVE EXISTING PARTITION WALL
D10	REMOVE EXISTING SINK AND PLUMBING. G.C. TO PATCH AND MATCH EXISTING CMU WALL



**APPENDIX H:
PHOTOGRAPHIC DOCUMENTATION**



One Penn Plaza,
4th Floor,
New York, NY 10119

PHOTOGRAPHIC DOCUMENTATION

Client:
Peekskill City
School District

Project Name:
PEEKSKILL CITY SCHOOL DISTRICT ADMINISTRATION BUILDING
POOL SED SURVEY

WSP Project No.:
US0033668.7833

PHOTO No.:

1

DESCRIPTION:

Pool Area

View of asbestos containing stucco
(cementitious material) on the
ceiling



PHOTO No.:

2

DESCRIPTION:

Pool Area

View of asbestos containing stucco
(cementitious material) on the
walls, ceiling, columns & beams
261



PHOTO No.:

3, 4

DESCRIPTION:

Shower / Bathroom

View of asbestos containing glass
brick mortar



DIVISION 1 INDEX

<u>SECTION NO</u>	<u>TITLE</u>
011000	SUMMARY - SPECIAL CONDITIONS
011200	SUMMARY OF MULTIPLE CONTRACTS
012100	ALLOWANCES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
012901F1	PARTIAL WAIVER OF LIEN – PRIME CONTRACTOR
013100	PROJECT MANAGEMENT AND COORDINATION
013110F	REQUEST FOR INTERPRETATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
013301F1	AIA DOCUMENT G705, "LIST OF SUBCONTRACTORS"
013301F2	SUBMITTAL COVER SHEET
013310	TRANSFER OF DOCUMENT FORM - MOSAIC
014000	QUALITY REQUIREMENTS
014100	SPECIAL INSPECTIONS AND STRUCTURAL TESTING
014200	REFERENCES
014990	HAZARDOUS MATERIALS
015000	TEMPORARY FACILITIES AND CONTROLS - UNIFORM SAFETY STANDARDS
016000	PRODUCT REQUIREMENTS
016001F	SUBSTITUTION REQUEST FORM
017300	EXECUTION
017329	CUTTING AND PATCHING
017700	CLOSEOUT PROCEDURES
017700F1	PUNCH LIST FORM
017700F2	ASBESTOS CERTIFICATION

DIVISION 1 INDEX

<u>SECTION NO</u>	<u>TITLE</u>
017700F3	AIA DOCUMENT G706, "CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS"
017700F4	AIA DOCUMENT G706A, "CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS"
017700F5	AIA DOCUMENT G707, "CONSENT OF SURETY TO FINAL PAYMENT"
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

SECTION 011000 – SUMMARY – SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.
- B. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of Contract.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Time of Completion and Sequence of Operations.
 - 7. Liquidated Damages.
 - 8. Delays and Extension of Time.
 - 9. Protection of Work.
 - 10. Construction Separation Enclosures
 - 11. Coordination with Asbestos Exposure.
 - 12. Specification formats and conventions.
 - 13. Contract Documents
 - 14. Excavation and Backfill.
 - 15. OSHA Ten Hour Training.
 - 16. Existing Ceiling Removals
- C. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for the Work.
 - 2. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Alterations to Administration Building.
 - 1. Project Locations: Administration Building, 1031 Elm Street, Peekskill, NY 10566
- B. Owner: Peekskill City School District, 1031 Elm Street, Peekskill, NY 10566-3499
 - 1. Owner's Representative: Carmine Crisci, Director of Facilities
- C. Architect: MOSAIC ASSOCIATES, The Frear Building, 2 Third Street, Suite 440, Troy, New York 12180, telephone (518) 479-4000.
- D. Construction Manager: Triton Construction, 550 7th Avenue, 14th Floor, New York, NY 10018, telephone (212) 388-5700.

SECTION 011000 – SUMMARY – SPECIAL CONDITIONS

1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and administer the Contract for Construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.

E. The Work consists of the following:

1. The Work includes but is not limited to conversion of the abandoned pool area and adjacent shower room on the lower level into three new classrooms, with accompanying, accessible toilet rooms and entrances.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under multiple contracts. See Division 1 Section "Summary of Multiple Contracts" for a description of work included under each separate contract. Contracts for this Project include the following:

1. GC: General Construction Contract
2. MC: Mechanical Construction Contract (includes Plumbing Work)
3. EC: Electrical Construction Contract

1.5 USE OF PREMISES

- A. General: Each Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits and General Conditions.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Owner Occupancy: Allow for Owner occupancy of Project site.
 2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. Refer to Article 4 – Contractor's Use of Site for additional requirements

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.

SECTION 011000 – SUMMARY – SPECIAL CONDITIONS

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without prior written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations for Owner's approval.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours (non school days) of 7:00 a.m. To 3:30 p.m., Monday through Friday, except otherwise indicated.
 1. Weekend Hours: Not permitted unless previously authorized by the Owner and Construction Manager in writing. All work must abide by local ordinances
 2. Early Morning Hours: No work shall commence prior to 7:00am during weekdays, unless previously approved by the Owner and Construction Manager in writing
 3. Hours for Utility Shutdowns: Weekends and second shift, unless otherwise approved by the Owner in writing. Further, and notwithstanding the notice requirement set forth at Article 4(D)(7) of the General Conditions, the written request shall be provided to the Owner/CM by the Contractor at least two weeks prior to the shutdown
 4. Hours for noisy activity: Outside of school hours at times previously authorized by Owner and Construction Manager in writing
- B. Cost of shift work and/or overtime to meet the schedule shall be included in the base bid and shall not be subject to a change order.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted by Owner in writing under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect, Construction Manager, and Owner's Representative in writing not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's, Construction Manager's, or Owner's Representative written permission.

1.8 TIME OF COMPLETION AND SEQUENCE OF OPERATIONS

- A. Work shall not be started until **August 1, 2025.**
- B. All work shall be completed as quickly as possible and installation shall be substantially complete and operable not later than **April 1, 2026.**
- C. All project closeout documentation is due no later than **June 30, 2026.**
- D. In the event that the work is delayed and not completed by the completion dates, the Owner shall have the option of selecting any one or a combination of the following procedures, in addition to other remedies:
 1. Permit the contractor to continue to work but only at times specified by the Owner who may include irregular days, hours, and weekends.
 2. Require that the contractor stop construction, remove materials not incorporated in the building, leave the building and equipment in a safe, workable condition and complete the work the following summer when directed.
 3. Take a credit for uncompleted work.

SECTION 011000 – SUMMARY – SPECIAL CONDITIONS

4. 4. Follow the terms of the General Conditions.

- E. Contractors are reminded that it is imperative that all work be scheduled, sequenced, tested, and operational and approved by the completion date.

1.9 LIQUIDATED DAMAGES

- A. Refer to Article 13 of the General Conditions – Time for Completion of Work

1.10 DELAYS AND EXTENSION OF TIME

- A. No charges or claim for damages shall be made by the Contractor for any delays or hindrances, from any cause whatsoever, occurring during the progress of any portion of the work. Such delays or hindrances shall be compensated for by an extension of time only as set forth in the General Conditions at Article 13 – Time for Completion of Work.
- B. The permitting of the Contractor to proceed to complete any work or any part of it after the date of completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the Owner of any rights hereunder.

1.11 PROTECTION OF THE WORK

- A. Work at the site shall proceed continuously. Shut down of job due to cold weather will not be permitted.
- B. Each contractor shall effectively protect, at their expense, all materials and equipment, including the employees, during the period of construction, and shall be held responsible for all damage done to this work, until the same is fully and finally accepted by the Owner. Refer to Article 4 – Contractor's Use of Site for additional requirements.
- C. Throughout this work, it shall be each contractor's responsibility to maintain water and weather protection for the areas of the building in which work is in progress.
- D. Ladders shall be removed from site or chained in place in authorized storage areas so they are not accessible to unauthorized persons.

1.12 CONSTRUCTION SEPARATION ENCLOSURES:

- A. Provide dust tight enclosures (erected by the General Contractor) to separate new work from existing. These shall be maintained during the course of construction and removed at completion of construction and wall, jambs and ceiling patched as required.
- B. Provide doors in enclosures as required. Doors shall be self-closing with a secure latch and lock. When not in use, doors shall be locked. Doors shall have a warning sign to direct occupants to keep out.
- C. Enclosures shall be 5/8" gypsum wallboard on metal studs. Surfaces shall be free from hazardous projections, or other harmful conditions. Wallboard joints and nail heads shall be taped and sanded and exposed finished side painted 2 coats.
- D. Enclosure shall not be removed until new work has been cleaned. Contractor shall bear the cost of cleaning in existing building if due to removal of enclosures prior to proper cleaning of new areas.

SECTION 011000 – SUMMARY – SPECIAL CONDITIONS

- E. If necessary, enclosures shall be relocated during progress of work.
- F. No dead end corridors shall be formed by temporary enclosures. A dead end corridor is defined as larger than 1 1/2 times the corridor width.
- G. If not specifically depicted in construction documents, General Contractor must provide temporary exits for occupants so that two means of egress are available, at all times, during construction, from all occupied spaces and corridors.
- H. All construction partitions at fire rated walls to be UL listed systems and constructed of Type X gypsum board, be continuous up to the underside of the structure above and meet the exiting rating of the existing wall. All doors and frames in these partitions to be rated openings, 45/60/90 minute, compliant with wall type.

1.13 EXISTING HAZARDOUS MATERIALS

- A. The existing building(s) and site are known to contain Asbestos Containing Building Materials (ACBM), Polychlorinated Biphenyls (PCBs), or other Hazardous Materials.
- B. Refer to Hazardous Materials Reports for additional information.
- C. No contractor except the Asbestos Abatement Sub-contractor shall cut, drill, remove, abrade or otherwise disturb existing construction materials which contain, or are suspected to contain, asbestos or other hazardous materials.
- D. Each contractor shall become familiar with the existing conditions surrounding their work and prior to the commencement of planned Hazardous Materials Abatement work shall notify the Architect if known or suspected Hazardous Materials are discovered which must be removed to complete their contract work but removal is not included within Hazardous Materials Abatement scope.
- E. Notify the Architect and Construction Manager in writing if known or suspected Hazardous Materials are discovered which must be removed to complete contract work.
- F. See Specification Section 014990 – "Hazardous Materials" for additional information

1.14 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 32-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

SECTION 011000 – SUMMARY – SPECIAL CONDITIONS

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
3. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.15 CONTRACT DOCUMENTS

- A. Each Prime Contractor will be furnished, at no cost; three (3) sets of specifications and drawings for each contractor's use, and each set shall contain all contract divisions of work.

1.16 EXCAVATION AND BACKFILL

- A. Excavation is unclassified. Remove all materials encountered. No extras will be allowed for rock excavation.
- B. Unless indicated otherwise, each Contractor shall perform his own excavation, filling and grading work. Where excavation is made into compacted materials the backfill shall be similar material compacted at least as well as the adjacent material.

1.17 OSHA TEN HOUR TRAINING

- A. The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors receive such training "prior to the performing any work on the project."
- B. The Bureau will enforce the statute as follows:
- C. All contractors and subcontractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.
- D. Proof of completion may include but is not limited to:
- E. Copies of bona fide course completion card.
- F. Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- G. Other valid proof.
 1. **A certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

SECTION 011000 – SUMMARY – SPECIAL CONDITIONS

1.18 EXISTING CEILING REMOVALS

- A. Each Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where their work is above existing ceilings and new ceilings are not scheduled to be provided. In event that the existing ceiling are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the cost of replacing in kind, the existing ceilings with new tile and grid.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 011200 - SUMMARY OF MULTIPLE CONTRACTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Sections include the following:
 - 1. Division 1 Section "Summary – Special Conditions" for the Work covered by the Contract Documents, restrictions on use of the premises, Owner-occupancy requirements, and work restrictions.
 - 2. Division 1 Section "Project Management and Coordination" for general coordination requirements.
 - 3. Division 1 Section "Temporary Facilities and Controls" for specific requirements for temporary facilities and controls.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 PROJECT COORDINATION

- A. Project Coordination:
 - 1. Coordination of activities of Project by all contractors for the following unless noted otherwise:
 - a. Provide overall coordination of the Work.
 - b. Coordinate shared access to workspaces.
 - c. Provide overall coordination of temporary facilities and controls.
 - d. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
 - e. Coordinate construction and operations of the Work with work performed by each contractor.
 - f. Coordinate sequencing and scheduling of the Work. Include the following:
 - 1) Prepare a combined Contractor's Construction Schedule for entire Project. Base schedule on Preliminary Construction Schedule. Secure time commitments for performing critical construction activities from separate contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of

SECTION 011200 - SUMMARY OF MULTIPLE CONTRACTS

- contracts – General Contractor to prepare schedule with input from all contractors.
- 2) Distribute copies of schedules to Architect, Owner, and separate contractors – General Contractor.
- g. Provide photographic documentation.
- h. Provide quality-assurance and quality-control services specified in Division 1 Section "Quality Requirements."
- i. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
- j. Locate existing permanent benchmarks, control points, and similar reference points, and establish permanent benchmarks on Project site – General Contractors.
- k. Provide final property survey – General Contractor.
- l. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
- m. Coordinate cutting and patching.
- n. Coordinate protection of the Work.
- o. Coordinate firestopping.

1.5 GENERAL REQUIREMENTS OF CONTRACTS

- A. **All Contractors are responsible to review ALL Drawings and Specifications and Furnish and Install all materials, equipment, and labor for construction work of contract scopes described below. Work includes, but is not limited to, that shown in the Drawings, Technical Specifications, Division 1 Specifications, Contracts, and General Conditions.**
- B. Extent of Contract: Unless the Agreement contains a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 - 1. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
 - 3. Trenches for the Work of each contract shall be provided by each contract for its own Work, unless otherwise indicated.
 - 4. Cutting and Patching: Provided by each contract for its own Work.
 - 5. Through-penetration firestopping for the Work of each contract shall be provided by each contract for its own Work.
 - 6. Project closeout requirements.
- C. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the Work.
 - 1. Each contractor shall coordinate substitutions with the other contractors.
 - 2. See Article 6.X of the General Conditions for substitution requirements.
- D. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 1 Section "Temporary Facilities and Controls," each contractor is responsible for the following:

SECTION 011200 - SUMMARY OF MULTIPLE CONTRACTS

1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility.
2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
3. Its own field office, complete with necessary furniture, utilities, and telephone service.
4. Its own storage and fabrication sheds.
5. Temporary enclosures for its own construction activities.
6. General hoisting facilities for its own construction activities.
7. Waste disposal facilities, including collection and legal disposal of their own hazardous, dangerous, unsanitary, or other harmful waste materials by each contractor.
8. Progress cleaning of its own areas on a daily basis.
9. Secure lockup of its own tools, materials, and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

1.6 GENERAL CONSTRUCTION CONTRACT (GC)

A. Work in the General Construction Contract includes the following:

1. All Division 1 Specifications and general provisions of the Contract, including General Conditions.
2. Work of all Specification sections included in the General Construction Index and Asbestos Abatement Index.
3. Work indicated on all Drawings in the General Construction Drawing List.
4. All Temporary Facilities and Controls required to complete the Work of this contract.

B. To further describe the scope of the General Construction Contract, the work includes, but is not limited to, the following:

1. Selective demolition.
2. Hazardous materials abatement
3. Site improvements, including, pedestrian paving, site development furnishings and equipment, and landscaping.
4. Excavation, backfill, and compaction for site lighting.
5. Installation of pole bases for site lighting.
6. Site Stormwater piping and structures
7. Slabs-on-grade, including earthwork, subdrainage systems, and insulation.
8. Below-grade building construction, including excavation, backfill, and thermal and moisture protection.
9. Floor and roof construction.
10. Roofing, including coverings, flashings.
11. Interior construction, including partitions, doors, and fittings.
12. Fire-protection specialties.
13. Interior finishes, finish carpentry, and built-in casework.
14. Specialties including visual display boards, toilet accessories, and lockers.
15. Final cleaning as specified in Section 017700 – Closeout Procedures.

C. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:

1. Temporary facilities and controls that are not otherwise specifically assigned to the Plumbing Contract, Mechanical Contract, or Electrical Contract.

SECTION 011200 - SUMMARY OF MULTIPLE CONTRACTS

2. Project identification and temporary signs.
3. Pest control.
4. Temporary fire-protection equipment.
5. Barricades, warning signs, and lights.
6. Security enclosure and lockup.
7. Environmental protection.
8. Restoration of Owner's existing facilities used as temporary facilities.
9. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies for each contact's own use.

1.7 MECHANICAL CONTRACT

- A. Work in the Mechanical Construction Contract includes the following:
 1. All Division 1 Specifications and general provisions of the Contract, including General Conditions.
 2. Work of all Specification sections included in the **Mechanical Construction** Index and **Plumbing Construction** Index.
 3. Work indicated on all Drawings in the Mechanical Construction Contract Drawing List.
 4. All Temporary Facilities and Controls required to complete the Work of this contract.
- B. Refer to Spec Section 230005 (HVAC Work General) and Spec Section 220010 (Plumbing Work General) for additional for additional summary of work requirements.
- C. To further describe the scope of the Mechanical Construction Contract, the work includes, but is not limited to, the following:
 1. Selective demolition of HVAC components.
 2. HVAC systems and equipment.
 3. HVAC instrumentation and controls.
 4. HVAC testing, adjusting, and balancing.
 5. Selective demolition of plumbing components.
 6. Plumbing fixtures.
 7. Domestic water distribution.
 8. Sanitary waste.
 9. Stormwater drainage

1.8 ELECTRICAL CONTRACT

- A. Work in the Electrical Construction Contract includes the following:
 1. All Division 1 Specifications and general provisions of the Contract, including General Conditions.
 2. Work of all Specification sections included in the **Electrical Construction** Index and **Communications Cabling** Index.
 3. Work indicated on all Drawings in the Electrical Construction Contract Drawing List.
 4. All Temporary Facilities and Controls required to complete the Work of this contract.
- B. Refer to Spec Section 260010 (Electrical Work General) and Spec Section 270310 (Communications Cabling Work General) for additional summary of work requirements.
- C. To further describe the scope of the Electrical Construction Contract, the work includes, but is not limited to, the following:

SECTION 011200 - SUMMARY OF MULTIPLE CONTRACTS

1. Selective demolition of electrical components.
2. Power distribution and branch circuits.
3. Interior lighting.
4. Site lighting fixtures, conduit, and wiring. (Excavation, backfill, and compaction, and installation of pole bases by GC)
5. Communication, security, and A/V cabling.
6. Electrical connections to equipment furnished by the owner or other contracts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.

1.3 ALLOWANCES

- A. Contractor shall include in his Base Bid an allowance of \$ (See Schedule for Dollar amounts). This Allowance shall be used only when authorized in writing by the Architect to cover the costs of additional work due to discovered unanticipated conditions, work that may be required for other contractor's installations, new requirements, or discovered omissions in the documents.
- B. Overhead and profit costs for all allowances must be included in the Base Bid and will not be permitted to be deducted from the allowance.
- C. All monies remaining shall be returned to the Owner at the completion of the project in the form of a Credit.

1.4 ALLOWANCE SCHEDULE

- A. General Construction Contract:
 - 1. General Construction Contract Allowance: \$60,000
- B. Mechanical Construction Contract:
 - 1. Mechanical Construction Contract Allowance: \$30,000
- C. Electrical Construction Contract Allowance:
 - 1. Electrical Construction Contract Allowance: \$30,000

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

SECTION 012100 – ALLOWANCES

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section applies to all contractors.
- B. This Section includes administrative and procedural requirements for unit prices.
- C. Related Sections include the following:
 - 1. General Conditions – Article 8, Changes in the Work.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes (if any), and overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices..
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. General Construction Contract (GC)
 - 1. UNIT PRICE NO. GC-A UNDERCUTTING:

SECTION 012200 - UNIT PRICES

- a. Description: Undercutting where unsatisfactory soils are discovered. This includes excavation, removal, and haul away of unsuitable material, backfill and compaction with suitable granular material as specified in Section 311201. Note: 500 cubic yards to be included in Base Bid.
 - b. Unit of Measurement: Five (5) Cubic yards, installed.
2. UNIT PRICE NO. GC-B SOIL STABILIZATION FABRIC:
 - a. Description: Woven soil stabilization fabric furnished and installed as described in Section 321201.
 - b. Unit of Measurement: Five (5) Square yards, installed.
3. UNIT PRICE NO. GC-C 4" STORM WATER MANAGEMENT TRENCH (SMT):
 - a. Description: 6" Storm water management trench (SMT) piping, filter fabric and drainage stone, furnished and placed as described in Section 334001. This includes trenching removals, and surface restoration.
 - b. Unit of Measurement: Ten (10) Linear feet, installed.
4. UNIT PRICE NO. GC-D MEDIUM DUTY ASPHALT (MDA):
 - a. Description: Medium duty asphalt, stabilization fabric and stone sub-base as described in Section 321201. This includes excavation and removals to asphalt sub-grade for placement of medium duty asphalt.
 - b. Unit of Measurement: Five (5) Square yards, installed.
5. UNIT PRICE NO. GC-E: MILLING AND TOP COURSE ASPHALT:
 - a. Description: Asphalt milling and removal of existing top course asphalt and installation of new top course asphalt as detailed. This includes milling, removal, sweeping, crack repairs, tack coating, and new top course asphalt as specified.
 - b. Unit of Measurement: Five (5) Square yards, installed
6. UNIT PRICE NO. GC-F: SELF-ADHERING WATERPROOF MEMBRANE:
 - a. Description: Surface preparation/priming, providing and installation of 12" wide self-adhering waterproof membrane as specified in Section 321201. Note: Providing and installing 200 linear feet of 12" wide self-adhering waterproof membrane is in the Base Bid.
 - b. Unit of Measurement: Ten (10) Linear feet, installed.
7. UNIT PRICE NO. GC-G: TRENCH ROCK EXCAVATION (S):
 - a. Description: Trench Rock excavation and removal off site as described in Section 312201. Note: 50 cubic yards are included in Base Bid.
 - b. Unit of Measurement: Three (3) Cubic yards, removed.
8. UNIT PRICE NO. GC-H: STANDARD CONCRETE WALK (S):
 - a. Description: Standard concrete walk, stone subbase, welded wire mesh, expansion and contraction joints, and slip dowels as described in Section 321301. This includes excavation and removals of existing concrete sidewalk for placement of standard concrete walk.
 - b. Unit of Measurement: Square foot, installed.

SECTION 012200 - UNIT PRICES

END OF SECTION

SECTION 012300 – ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section applies to all contractors and includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. The bid amount for each alternate includes costs of related coordination, modification, or adjustment.
 - 2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Electrical:

SECTION 012300 – ALTERNATES

1. Electrical Alternate 1-EC: This alternate shall include all work associated with providing site lighting fixtures, site lighting wiring, and pole bases as indicated in the Drawings and Specifications. Base bid shall include empty conduits and related work as indicated in the Drawings and Specifications.

END OF SECTION

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.
- B. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- C. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for procedural requirements for handling and processing allowances.
 - 2. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.
 - 3. General Conditions, Article 8, Changes in the Work

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Mosaic Associates, "Architect's Supplemental Instructions" form.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect or Owner's Representative are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 15 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

available total float before requesting an extension of the Contract Time.

3. Proposal Requests will be issued on Mosaic Associates "Work Changes Proposal Request" form.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect and Owner's Representative.
 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
 7. Refer to General Conditions, Article 6.X for Substitution requirements and procedures.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue an Allowance Authorization or a Change Order for signatures of Owner, Construction Manager, and Contractor on AIA Document G731.
- B. Refer to General Conditions, Article 8, Changes in the Work, for change order procedures and requirements

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect or Owner's Representative, in association with the Construction Manager, may issue a Construction Change Directive on AIA Document G733 as set forth at Article 8 of the General Conditions, Changes in the Work. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.
- B. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- C. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
 - 4. General Conditions, Article 9, Payments; General Conditions, Article 8, Changes in the Work.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. Schedule of Values shall be in accordance with the requirements set forth at Article 9 of the General Conditions.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Construction Manager at earliest possible date but no later than one week of receipt of Notice to Proceed.
 - 3. Subschedules: Where the Work is separated into phases, additions and reconstruction, provide subschedules showing values correlated with each phase, additions and reconstruction.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

SECTION 012900 - PAYMENT PROCEDURES

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Submit draft of schedule of values using AIA Document G703 Continuation Sheets.
 - a. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - b. See General Conditions, Article 9(A)(1) through 9(A)(4) for additional requirements
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training equal or less than the percentages set forth at Article 9(A)(1) of the General Conditions.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. The Contractor shall not be entitled to payment for materials and/or equipment stored off the site unless previously approved in writing by the Owner, the Architect, and/or the Construction Manager as further set forth at Article 9(E) of the General Conditions.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities. Refer to Article 9(B) of the General Conditions
8. Each item in the Schedule of Values and Applications for Payment shall be complete as set forth at Article 9 of the General Conditions. Include total allowable cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

SECTION 012900 - PAYMENT PROCEDURES

9. Schedule Updating: Update the Schedule of Values before the next Applications for Payment is submitted to show any authorized Change Orders or Construction Change Directives that result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner, and as set forth at Article 9 of the General Conditions.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Construction Manager by the first of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Payment Application Forms: Use AIA Document G732 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect or Owner's representative will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of authorized Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Submit three signed and notarized original copies of each Application for Payment to Construction Manager in the format required by Article 9 of the General Conditions. .
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Partial Waiver of Lien: With each Application for Payment, submit signed Partial Waiver of Lien, Prime Contractor with each payment application.
 1. See Section 012900F1 for the Partial Waiver of Lien, Prime Contractor form
 2. Refer to Article 9(D)(3) of the General Conditions.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

SECTION 012900 - PAYMENT PROCEDURES

5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
 6. Refer to Article 9(D)(3) of the General Conditions
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of all required permits.
 10. Initial progress report.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 98 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of any approved and authorized changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final approved and authorized changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Asbestos Certification Form.
 8. Evidence that claims have been settled.
 9. Final, liquidated damages settlement statement.
 10. Refer to Article 15 of the General Conditions for additional requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Partial Waiver of Lien

Prime Contractor



The undersigned, whose name and address appear below (hereinafter "Prime Contractor"), has been engaged by

_____ (The "Owner")
(Name of School District)

to furnish certain materials and/or equipment and/or to perform certain work and labor in connection with the improvement and/or construction known as:

_____ Project Title Architect's Project Number (APN)

Of which _____ is the owner (the "Owner").
(Name of School District)

Prime Contractor hereby certifies that it has received the sum of \$ _____
From Owner, for materials and/or equipment furnished and/or work and labor performed for in connection with the Project
through the date ____/____/____.
Month Day Year

In consideration of such payment, Prime Contractor hereby:

1. Covenants and agrees that Prime Contractor shall not in any way claim or file a mechanic's lien or other lien against the premises of Owner upon which the Project is located, or any part thereof, or against any funds that are or may be available to Owner to pay for the Project, on account of all materials and/or equipment furnished and/or work and labor performed; and
2. Releases, relinquishes, discharges, and waives any and every lien, charge or claim of any nature that Prime Contractor has or may at any time be entitled to against the aforesaid premises of Owner or any funds that are or may be available to Owner to pay for the Project, on account of all materials and/or equipment furnished and/or work and labor performed; and
3. Certifies and covenants that all bills or charges for such materials, equipment, labor or work have been paid in full with no amount being due or outstanding to any employees, subcontractors, suppliers or other persons, and that Prime Contractor will defend, indemnify and hold harmless Owner against or on account of any and all claims of any persons for such payment due them, except those claims listed as follows:
 - Retainage in the amount shown on the Application for Payment
 - Pending Change Orders
 - Allowance Authorizations

(If a claim is not listed above, it is not reserved, and any claims or potential claims not listed are waived and released.)

NOTE: This Partial Waiver of Lien shall not become effective and binding until Prime Contractor has received in full the sum specified above, notwithstanding its prior execution and/or delivery to Contractor.

PRIME CONTRACTOR: _____

By: _____

Name: _____, Title: _____

Address: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

(Seal)

Mosaic Associates Architects

Main Office The Frear Building, 2 Third Street, Suite 440, Troy, New York 12180 T 518.479.4000 1.877.479.3744 F 518.477.1356

PART 1 - PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section applies to all contractors and includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. General Conditions, Article 6(T).
 - 2. Division 1 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
 - 3. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 4. Division 1 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 5. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.
- B. Owner's Representative: An employee of, or Construction Manager hired by the Owner to represent the owner's interest in a particular project.

1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

013100 – PROJECT MANAGEMENT AND COORDINATION

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Startup and adjustment of systems.
 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Key Personnel Names: Prior to commencing construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
 2. Refer to requirements set forth in the General Conditions, Article 3, Contractor's Construction Procedures.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

- A. General: Construction Manager shall schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Minutes: Construction Manager shall record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned.
- B. Preconstruction Conference: Construction Manager shall schedule a preconstruction conference before starting construction, at a time convenient to all parties no later than 15 days after execution of the Agreement.
 - 1. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Safety
 - v. Security.
 - w. Progress cleaning.
 - x. Working hours.
 - 2. Minutes: Construction Manager will record and distribute meeting minutes.
- C. Progress Meetings: Construction Manager will conduct progress meetings at biweekly intervals.

1. Attendees: In addition to representatives of Owner, Architect, Construction Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Failure of a Prime Contractor to be represented at a job meeting by a competent representative with authority to make decisions on behalf of this contractor shall result in damages in the amount of \$350.00 for each occurrence and will be assessed by means of a credit or deduct change order against their contract.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress of the project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
4. Minutes: Construction Manager will record and distribute to all parties the meeting minutes.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the attached form or Architects approved form (facsimile of sample form at end of Section).
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - 3. Refer to General Conditions, Article 6(T).
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect and Construction Manager.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. RFIs or Software-Generated RFIs:
 - 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.

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2. Architect's action may include a request for additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."

If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response. Any change in Contract Time or Contract Sum are subject to the requirements set forth at Article 8 of the General Conditions, Changes in the Work.

- E. On receipt of Architect's and Construction Manager's action, immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

**REQUEST FOR
INTERPRETATION**

Project: _____

R.F.I. Number: _____

From: _____

To: _____

Date: _____

A/E Project Number: _____

Re: _____

Contract For: _____

Specification Section: _____

Paragraph: _____

Drawing Reference: _____

Detail: _____

Request: _____

Signed by: _____

Date: _____

Response: _____

☐ Attachments

Response From: _____

To: _____

Date Rec'd: _____

Date Ret'd: _____

Signed by: _____

Date: _____

Copies: _____

☐☐ Owner☐ File☐ Consultants _____☐☐☐

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section applies to all contractors and includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Field condition reports.
 - 5. Special reports.
- B. Related Sections include the following:
 - 1. Article 3 of the General Conditions, Contractor's Construction Procedures
 - 2. Division 1 Section "Summary of Multiple Contracts" for preparing a combined Contractor's Construction Schedule.
 - 3. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
 - 4. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 5. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. Event: The starting or ending point of an activity.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Submittals Schedule: Submit PDF copy of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Preliminary Construction Schedule: Submit PDF copy.
 - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- C. Contractor's Construction Schedule: Submit one electronic copy of initial schedule, large enough to show entire schedule for entire construction period.
- D. Field Condition Reports: Submit PDF copy at time of discovery of differing conditions.
- E. Special Reports: Submit PDF copy at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements of the General Conditions and Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing, work stages, area separations, interim milestones and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review time required for review of submittals and resubmittals.
 - 6. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 7. Review time required for completion and startup procedures.
 - 8. Review and finalize list of construction activities to be included in schedule.
 - 9. Review submittal requirements and procedures.
 - 10. Review procedures for updating schedule.

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule or network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in the General Conditions at Article 3 and AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice of Award (Letter of Intent) to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 5. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed (Letter of Intent).
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed (Letter of Intent). Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed written report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents for review by the Architect.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner, Architect, and Construction Manager within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report to the Architect, Construction Manager and Owner. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Architect, Construction Manager, and Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
 - 4. Refer to Article 3 of the General Conditions.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner's Representative and Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section applies to all contractors and includes administrative and procedural requirements for submittals.
- B. Related Sections:
 - 1. Articles 6 and 9 of the General Conditions.
 - 2. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 3. Division 1 Section "Project Management and Coordination".
 - 4. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 5. Division 1 Section "Photographic Documentation" for submitting construction photographs.
 - 6. Division 1 Section "Quality Requirements" for submitting test and inspection reports.
 - 7. Division 1 Section "Product Requirements" for submitting product substitution requests.
 - 8. Division 1 Section "Closeout Procedures" for submitting warranties.
 - 9. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 10. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 11. Division 1 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
 - 12. Divisions 2 through 34 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data drawing files of the Contract Drawings may be provided by Architect upon request and according to Transfer of Documents Form in the Project Manual for Contractor's use in preparing submittals.

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1. Upon request Architect may furnish Contractor digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD.
 - c. Contractor shall execute a data licensing agreement in the form of Mosaic Transfer of Documents form (included at the end of this Section) and submit required fees to Architect.
 - d. The following digital data files can be obtained for each appropriate discipline:
 - 1) Floor plans.
 - 2) Reflected ceiling plans
- B. Architect's Consultant's Digital Data Files: Electronic digital data files of the Contract Drawings may be provided upon request by Architects Consultants for Contractor's use in preparing submittals.
 1. Upon request Architect's Consultant's may furnish Contractor digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect's consultant's makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD.
 - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106 or Consultant's proprietary Transfer of Documents form.
 - d. The following digital data files can be obtained for each appropriate discipline:
 - 1) Floor plans
 - 2) Site Plans
- C. Substitutions: Products that are not listed as the "Basis of Design" or explicitly listed as an approved product/manufacturer are considered substitutions. See Article 6(X) of the General Conditions for Substitution Requirements and Division 1 Section 016000 "Product Requirements" for substitution request procedures and timing requirements.
- D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- E. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

SECTION 013300 - SUBMITTAL PROCEDURES

- F. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Construction Manager, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- G. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file, and as follows:
1. Each submittal shall include Architect's "Submittal Cover Sheet" (included at the end of this Section); fill in ALL relevant blanks on the cover sheet.
 - a. Include the following information on submittals:
 - 1) Locations/buildings where product is to be installed, as appropriate.
 - 2) Other necessary identification.
 2. PDF Submittal File Naming: Provide each PDF with a unique file name including; contract type, specification section number, submittal number, revision identifier, etc. as indicated below:
 - a. Example File Name: GC-SUB-061000-01-00-Lumber-PD-XXXXX.pdf
 - b. File Name Legend:

Contract	Denotes Submittal	Spec Section	Submittal No.	Revision	Product Type	Submittal Code	APN
GC	SUB	061000	01	00	Lumber	PD	XXXXX
 - c. Submittal Codes:
 - 1) PD: Product Data.
 - 2) SD: Shop Drawings.
 - 3) SM: Samples.
 - 4) QC: Quality Control.
 - d. Product Type (referenced above): This is an abbreviation of the title of the applicable Section, but can be more specific if the submittal is for a product that is from only part of the indicated Section.
 - 1) Example: GC-SUB-092900-01-00-Steel Framing-PD-XXXXX.pdf
 - 2) In the example above, the "product type" is the more specific "Steel Framing" rather than the general "Gypsum Board Assemblies" (which is the title of Section 092900).
- H. Options: Identify options requiring selection by Architect.
- I. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

SECTION 013300 - SUBMITTAL PROCEDURES

- J. Additional Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- K. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Architect will return submittals, without review, received from sources other than Contractor.
 - 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- L. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "No Exceptions Taken or Make Corrections Noted from Architect's action stamp."
- M. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- N. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. FTP Site: Prepare submittals as PDF package and transmit to Architect by sending to Mosaic's FTP site.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:

SECTION 013300 - SUBMITTAL PROCEDURES

- a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's original printed (hard copy) standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
- D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- E. Samples: Submit physical Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal. Digital image files will NOT be used for selection of product(s) color, pattern, texture, or similar characteristics.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

SECTION 013300 - SUBMITTAL PROCEDURES

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- F. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
5. Submit product schedule in the following format:
 - a. PDF electronic file.
- G. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- H. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- I. Application for Payment and Schedule of Values: Comply with requirements specified in General Conditions, Article 9, and in Division 01 Section "Payment Procedures."
- J. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- K. Product Substitution Requests: Comply with requirements specified in Article 6(X) of the General Conditions in Division 01 Section "Product Requirements."
- L. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Article 15 of the General Conditions and Division 01 Section "Closeout Procedures."

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- M. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- N. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- O. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- P. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- Q. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- R. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- S. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- T. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- U. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- V. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- W. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- X. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed

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before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- Y. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Z. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

1.6 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, licensed in New York State, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1.8 ARCHITECT'S AND OWNER'S REPRESENTATIVE/ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

SECTION 013300 - SUBMITTAL PROCEDURES

1. No Exception Taken: Fabrication/installation may be undertaken. This response does not authorize changes to the Contract Sum or Contract Time.
 2. Make Corrections Noted: Fabrication/installation may be undertaken. This response does not authorize changes to the Contract Sum or Contract Time.
 3. Revise and Resubmit: Fabrication and/or installation MAY NOT be undertaken. In resubmitting, limit corrections to items marked.
 4. Rejected/Resubmit as Specified: Fabrication and/or installation MAY NOT be undertaken. In resubmitting, limit corrections to items marked.
 5. No Action Required/For Record Only.
 6. Submittal Not Requested/Returned Without Review.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



AIA[®] Document G705[™] – 2001

List of Subcontractors

PROJECT: *(Name and address)*

DATE:

TO ARCHITECT: *(Name and address)*

Mosaic Associates Architects, DPC
The Frear Building
2 Third Street, Suite 440
Troy, NY 12180

ARCHITECT'S PROJECT NUMBER:

FROM CONTRACTOR: *(Name and address)*

CONTRACTOR'S PROJECT NUMBER:

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name

Address/Phone

Superintendent

Submittal Cover Sheet



Project:	_____
APN:	_____
Contractor:	_____
Street Address:	_____
City/State:	_____
Contractor Phone:	_____
Contractor Fax:	_____
Contractor Project No:	_____

Date Of Submittal:	Subcontractor:
--------------------	----------------

Submittal Description:	Substitution: YES / NO
_____	Resubmittal: YES / NO
<u>REFERENCE</u>	
Specification Section: _____	Page: _____ Paragraphs(s): _____
Contract Drawing(s) Sheet No.	Revision No. Date

Samples: _____	
Manufacturer: _____	
Address: _____	

CONTRACTOR'S STAMP:

ARCHITECT'S USE ONLY

☐ **No Exception Taken**

Fabrication /installation may be undertaken. This response does not authorize changes to the Contract Sum or Contract Time.

☐ **Make Corrections Noted**

☐ **Revise and Resubmit**

Fabrication and/or installation **MAY NOT** be undertaken. In resubmitting, limit corrections to items marked.

☐ **Rejected / Resubmit as Specified**

☐ **No Action Required / For Record Only**

☐ **Submittal Not Requested / Returned Without Review**

Review is only for general conformance with the design concept of the Project and the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication process or to the means and methods of construction; coordination of the work of all trades; coordination of the work in a safe manner. This review does not modify Contractor's duty to comply with the Contract Documents.

Mosaic Associates Architects

BY:

DATE:

Comments:

Mosaic Associates Architects

Main Office The Frear Building, 2 Third Street, Suite 440, Troy, New York 12180 T 518.479.4000 1.877.479.3744 F 518.477.1356

Transfer of Documents



Date:

To:

From:

Project:

Mosaic Associates Architects (Mosaic) grants permission to use these files contingent upon compliance with the following provisions:

1. As author of the drawings, we retain all common law, statutory law, and other rights, including copyrights.
2. No other design professional or entity may be allowed use of these files.
3. We make no warranties, either expressed or implied, as to the fitness or applicability of these files for any particular purpose. We will not be held responsible for the accuracy or correctness of any documents produced using the information contained in these files.
4. Transfer of these files does not constitute their sale.
5. If these terms are acceptable, please sign and fax a return copy to Mosaic Associates Architects.
6. Mosaic will furnish the following electronic files under this agreement:

In consideration of the above agreement, a service fee per file / drawing shall be remitted to Mosaic. See Division 01 Section 013300 "Submittal Procedures" for applicable fees.

Signature:

Date:

Printed Name & Title:

Contractor Name:

Mosaic Representative:

013310-1

Mosaic Associates Architects

Main Office The Frear Building, 2 Third Street, Suite 440, Troy, New York 12180 T 518.479.4000 1.877.479.3744 F 518.477.1356

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.
- B. This Section includes administrative and procedural requirements for quality assurance and quality control.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements, including the requirements set forth in the General Conditions.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager or authorities having jurisdiction are not limited by provisions of this Section.
- D. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 2 through 34 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

SECTION 014000 - QUALITY REQUIREMENTS

- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project (unless otherwise specified); being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect in writing for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect in writing for a decision before proceeding.

SECTION 014000 - QUALITY REQUIREMENTS

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit to Construction Manager copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

SECTION 014000 - QUALITY REQUIREMENTS

- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work if required by product specification.
 - e. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect to Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
 - 2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

- J. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in the General Conditions, individual Sections in Divisions 2 through 16 if laboratory mockups are required by product specification.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, Owner's Representative and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Construction Manager, Owner's Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

SECTION 014000 - QUALITY REQUIREMENTS

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities with Architect and Construction Manager.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect, Construction Manager and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Construction Manager with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

SECTION 014000 - QUALITY REQUIREMENTS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the *Building Code of New York State* (BC-NYS).
- B. Hold a Special Inspections preconstruction meeting at least 7 days prior to the initial planned date for start of construction.
 - 1. Discussion shall include review of specifications and Schedule of Special Inspections for work requiring Special Inspections; responsibilities of Contractor, Owner, Testing Agency, Special Inspector, and Registered Design Professional; notification procedures; and reporting procedures.
 - 2. Attendees shall include the Contractor, Owner's representative, Testing Agency, Special Inspector, and Registered Design Professionals for Structural Engineering for the slabs, foundations, and superstructure. If there is a separate RDP for each item, each RDP shall attend.

1.2 DEFINITIONS

- A. Registered Design Professional: The licensed Professional Engineer or Registered Architect whose seal appears on the Construction Drawings. Unless noted otherwise, references to the Registered Design Professional in this Section refer to the Structural Engineer for the building design.
- B. Code Enforcement Official: The Officer or other designated authority charged with administration and enforcement of the BCNYS.
- C. Testing/Inspecting Agency: An agent retained by the Special Inspector or by the Owner and coordinated by the Special Inspector, to perform some of the inspection services on behalf of the Special Inspector. (An example of an Inspecting Agency would be a Geotechnical Engineer.)
- D. Statement of Special Inspections: A document prepared by the Registered Design Professional and filed with and approved by the Code Enforcement Official that includes the Schedule of Special Inspections listing the materials and work requiring Special Inspection. This document includes the inspections and verifications required for the project and the individuals, agencies, and/or firms who will be retained to perform these services.
- E. Continuous Special Inspection: The full-time observation of work requiring Special Inspection by the Special Inspector who is present in the area where the work is being performed.
- F. Periodic Special Inspection: The part-time or intermittent observation of work requiring Special Inspection by the Special Inspector who is present in the area where the work has been or is being performed and at the completion of the work.

SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

1.3 QUALIFICATIONS

- A. The Special Inspector shall be a Professional Engineer licensed in New York State who is accepted by the Registered Design Professional (RDP) and by the Code Enforcement Official.
- B. The Testing/Inspecting Agency shall be accepted by the Registered Design Professional and by the Code Enforcement Official.
- C. Special Inspections shall be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in structural engineering except as indicated below:
 - 1. Special Inspections of soils and foundations may be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in geotechnical engineering.
 - 2. Technicians performing tests of concrete shall be ACI Certified Concrete Field Technicians - Grade 1 or higher.
 - 3. Inspectors performing inspections of concrete work may be ACI Certified Concrete Construction Inspectors or other qualified individuals designated and supervised by the Special Inspector, with experience inspecting concrete work, designated and supervised by the Special Inspector.
 - 4. Inspectors performing inspections of other work such as steel framing may be qualified individuals with experience inspecting such work, designated and supervised by the Special Inspector.
 - 5. Technicians performing tests or inspections of welds shall be AWS Certified Welding Inspectors. Technicians performing ultrasonic testing shall also be certified as an ASNT-TC Level II or Level III technician.
 - 6. Technicians performing standard tests described by specific ASTM Standards shall have training in the performance of such tests and must be able to demonstrate either by oral or written examination competence for the test to be performed. They shall not be permitted to independently evaluate test results.
 - 7. Technicians of Testing/Inspecting Agencies for smoke control shall have expertise in fire-protection engineering, mechanical engineering, and certification as air balancers.

1.4 SUBMITTALS

- A. The Special Inspector and Testing/Inspecting Agency shall submit to the Registered Design Professional and Code Enforcement Official a copy of their qualifications for review, include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
- B. The Special Inspector and Testing/Inspecting Agency shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.5 PAYMENT

- A. The Owner will engage and pay for the services of the Special Inspector and Testing/Inspecting Agency.
- B. If any materials which require Special Inspections are fabricated in a plant not located within 200 miles of the project site, the Contractor shall be responsible for the travel expenses of the Special Inspector or Testing/Inspecting Agency.

SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

- C. The Contractor shall be responsible for the cost of any retesting or reinspection of work failing to comply with the requirements of the Contract Documents.

1.6 OWNER RESPONSIBILITIES

- A. The Owner will provide the Special Inspector with a complete set of Contract Documents sealed by the Registered Design Professional and approved by the Code Enforcement Official for components prepared by the Architect. For pre-engineered buildings, the Contractor shall provide additional Contract Documents for their use.

1.7 CONTRACTOR RESPONSIBILITIES

- A. Each Contractor responsible for the construction of a seismic-force-resisting system listed in the Quality Assurance Plan for Seismic Resistance and indicated on the drawings shall submit a written Contractor=s Statement of Responsibility to the Code Enforcement Official, Special Inspector, Registered Design Professional, and Owner prior to the commencement of work on the system or component. The Contractor=s Statement of Responsibility shall contain the following:
 - 1. Acknowledgment of awareness of the special requirements contained in the Quality Assurance Plan.
 - 2. Acknowledgment that control will be exercised to obtain conformance with the Construction Documents approved by the Code Enforcement Official.
 - 3. Procedures for exercising control within the Contractor=s organization, the method and frequency of reporting, and the distribution of the reports.
 - 4. Identification and qualifications of the person exercising such control and the position in the organization.
- B. The Contractor shall cooperate with the Special Inspector and his agents so that the Special Inspections and testing may be performed without hindrance.
- C. As indicated in the Schedule of Special Inspections, the Contractor shall notify the Special Inspector and/or Testing/Inspecting Agency at least 48 hours in advance of a required inspection or test.
- D. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- E. If Special Inspections or testing require the use of the Contractor=s scaffolding to access work areas, the Contractor shall provide a competent person to perform the daily evaluation of the scaffolding to verify that it is safe to use. The Contractor shall notify the Special Inspector and Testing Agent of this review before each use. The Contractor is responsible for the safe assembly and stability of the scaffolding.
- F. The Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by the Inspectors and Testing Technicians.
- G. The Special Inspection program shall in no way relieve the Contractor of the obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.
- H. The Contractor shall be solely responsible for construction site safety.

SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

1.8 LIMITS ON AUTHORITY

- A. The Special Inspector or Testing/Inspecting Agency shall not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
- B. The Special Inspector or Testing/Inspecting Agency shall not have control over the Contractor's means and methods of construction.
- C. The Special Inspector or Testing/Inspecting Agency shall not be responsible for construction site safety.
- D. The Special Inspector or Testing/Inspecting Agency shall not have the authority to stop the work.

1.9 STATEMENT OF SPECIAL INSPECTIONS

- A. The Statement of Special Inspections, including the Schedule of Special Inspections, and the Quality Assurance Plan for Seismic Resistance have been prepared by the Registered Design Professional.
- B. The Special Inspector shall provide and/or coordinate inspection and testing requirements as necessary in accordance with the provisions of Chapter 17 of the *Building Code of New York State*, these Specifications, the Statement of Special Inspections, and the Quality Assurance Plan for Seismic Resistance.
- C. Required inspections and tests are described in the Schedule of Special Inspections (included on the Drawings) and in the attached individual specification sections for the items to be inspected or tested.
- D. The Statement of Special Inspections and the Quality Assurance Plan for Seismic Resistance shall be submitted with the Application for Building Permit.

1.10 RECORDS AND REPORTS

- A. Detailed reports shall be prepared of each test or inspection. Reports shall include:
 - 1. Date of test or inspection.
 - 2. Name of Testing Agency or Inspecting Agency.
 - 3. Name of technician or inspector.
 - 4. Location of specific areas tested or inspected.
 - 5. Description of test or inspection and results.
 - 6. Reference applicable ASTM Standard.
 - 7. Weather conditions.
- B. The Testing/Inspecting Agency shall immediately notify the Contractor, Special Inspector, and the Registered Design Professional by telephone or email of any test results failing to comply with the requirements of the Contract Documents.
- C. The Special Inspector shall immediately notify the Contractor of any discrepancies from the Contract Documents found during a Special Inspection. If the discrepancies are not corrected before the Special Inspector leaves the site, the Special Inspector shall notify the Registered Design Professional within 24 hours (one business day) and issue a non-conformance report. Use the Special Inspection Non-Conformance Report form at the end of this section. If the discrepancies are not corrected by the

SECTION 014100 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

time of substantial completion or other appropriate time, the Special Inspector shall notify the Code Enforcement Official.

- D. The Testing/Inspecting Agency shall submit reports to the Special Inspector and the Registered Design Professional within 7 days of the inspection or test. Legible handwritten reports may be submitted if final typed copies are not available.
- E. At the completion of the work requiring Special Inspections, each Testing/Inspecting Agency shall provide an Agent's Final Report of Special Inspections to the Special Inspector stating that work was completed in substantial conformance with the Contract Documents and that appropriate inspections and tests were performed. Use the Agent's Final Report of Special Inspections form at the end of this section.
- F. The Special Inspector shall submit reports to the Registered Design Professional within 7 days of the inspections. Legible handwritten reports may be submitted if final typed copies are not available. In addition, the Special Inspector shall submit interim reports at intervals noted in the Statement of Special Inspection, including reports for all inspections and test performed since the previous interim report or since the beginning of construction for the first interim report.
- G. Interim reports shall be addressed to the Code Enforcement Official with copies sent to the Registered Design Professionals (Structural Engineer and Architect) and Contractor.
- H. Interim reports shall be signed and stamped by a Professional Engineer.

1.11 FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the Registered Design Professional and Code Enforcement Official prior to issuance of a Certificate of Use and Occupancy.
- B. CASE Form 102-2001 or other similar form shall be used for the Final Report of Special Inspections.
- C. The Final Report of Special Inspections shall state that required inspections have been performed and shall itemize any discrepancies which were not corrected or resolved.
- D. Use the Final Report of Special Inspections form at the end of this section

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SPECIAL INSPECTION NON-CONFORMANCE REPORT NO. _____

DATE: _____

TO:

CC: Contractor:

FROM: _____, Special Inspector

PROJECT:

PART I: REFERENCE SPECIAL INSPECTION REPORT NO. ____. (Attach copy of report.)

DESCRIPTION OF NON-CONFORMANCE:

RDP RESPONSE: (PROVIDE ATTACHMENTS IF NECESSARY)

RDP SIGNATURE _____ DATE _____

IS REINSPECTION BY SPECIAL INSPECTOR REQUIRED ☐ YES ☐ NO

PART II: CONTRACTOR VERIFICATION (To be completed by either the [General Contractor or Construction Manager] or Subcontractor and returned to the Special Inspector and the RDP.)

I verify that as of the date listed, the non-conforming item noted above has been corrected as required.

Date Completed _____ by _____
(Contractor's Site Representative)

Agent's Final Report of Special Inspections

Project Name:

Special Inspector:

Agent's Project:

Agent:

To the best of my information, knowledge, and belief, the Special Inspections or testing required for this project and designated for this Agent in the Statement of Special Inspections (which includes the Schedule of Special Inspections) submitted for permit have been performed and discovered discrepancies have been reported and resolved other than the following:

Comments:

[Attach continuation sheets if required to complete description of uncorrected discrepancies.]

Respectfully submitted,

Agent of the Special Inspector

(Type or print name)

Signature

Date

Address

City, State, Zip

Design Professional Seal
or Certification

Final Report of Special Inspections

Project Name:
Location:
RBA Project:

Registered Design Professional:
Architecture:

Owner:
Owner's Address:

Structural Engineering:

Special Inspector:

To the best of my information, knowledge, and belief, the Special Inspections required for this project and itemized in the Statement of Special Inspections which includes the Schedule of Special Inspections) submitted for permit have been performed and discovered discrepancies have been reported and resolved other than the following:

Comments:

[Attach continuation sheets if required to complete description of uncorrected discrepancies.]

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report. Agent's Final Reports of Special Inspections are attached and are also a part of this Final Report.

Respectfully submitted,
Special Inspector

(Type or print name)

Signature

Date

Professional Seal

END OF SECTION

SECTION 014200 – REFERENCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

SECTION 014200 – REFERENCES

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1 Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA)	(202) 272-0080
	Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	
CFR	Code of Federal Regulations	(866) 512-1800
	Available from Government Printing Office	(202) 512-1800
	www.gpoaccess.gov/cfr/index.html	
DOD	Department of Defense Military Specifications and Standards	(215) 697-6257
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-6257
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800

SECTION 014200 – REFERENCES

FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-6257
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.5 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association	(202) 367-1155

SECTION 014200 – REFERENCES

	www.abma-dc.org	
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020

SECTION 014200 – REFERENCES

AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711

SECTION 014200 – REFERENCES

BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176

SECTION 014200 – REFERENCES

CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(770) 972-3011
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmgglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FMG)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors	(407) 671-3772

SECTION 014200 – REFERENCES

	Association, Inc. www.floridarroof.com	
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation www.intbadfed.org	(6-03) 9283-7155
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)	(212) 419-7900

SECTION 014200 – REFERENCES

	www.ieee.org	
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IENT	Institute of Environmental Sciences and Technology www.ient.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (713) 407-3500
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (804) 314-8955
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America	(800) 345-1815

SECTION 014200 – REFERENCES

	www.mhia.org	(704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association	(703) 841-3200

SECTION 014200 – REFERENCES

	www.nema.org	
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Acquired by ITS - Intertek) www.opl.com	(800) 966-5253 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute	(312) 786-0300

SECTION 014200 – REFERENCES

	www.pci.org	
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)	
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute	(843) 626-1995

SECTION 014200 – REFERENCES

	www.steeljoist.org	
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrassod.org	(847) 649-5555

SECTION 014200 – REFERENCES

TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

SECTION 014200 – REFERENCES

- 1.6 Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

- 1.7 Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322

SECTION 014200 – REFERENCES

FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

- 1.8 State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs	(800) 952-5210
	Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(916) 574-2041
CPUC	California Public Utilities Commission	(415) 703-2782

SECTION 014200 – REFERENCES

www.cpuc.ca.gov

TFS Texas Forest Service
Forest Resource Development
<http://txforestsservice.tamu.edu>

(936) 639-8180

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 014990 - HAZARDOUS MATERIALS

PART 1 - GENERAL

1.1 ASBESTOS

- A. Asbestos abatement related work is not included in the Scope of this Project for any contractor other than the Asbestos Abatement Prime Contractor or Sub-Contractor as identified in the scope of work, unless noted otherwise in the specifications.
- B. If, however, potential asbestos-containing building materials (ACBM) are encountered in this project, the work in the area in question shall immediately be stopped and the Architect, Construction Manager, and Owner notified in writing.
- C. If suspected asbestos-containing materials are discovered which are not identified in the Hazardous Materials report, the Owner, through the Construction Manager, will arrange for a "Certified Inspector / Planner" to inspect the area. If ACBM is present, this person will identify the appropriate response to be performed by the contractor and/or a qualified Abatement Contractor.
- D. All work shall be performed in accordance with the latest applicable Federal, State and Local regulations including but not limited to EPA, OSHA, SED, Industrial Code Rule 56, and as specified.
- E. The "Delays and Extension of Time" Articles 8 and 13 of the General Conditions shall be applicable to delays with respect to new abatement work.

1.2 LEAD

- A. Unless the Construction Documents include test results specifically indicating the absence of Lead within the building, all painted and glazed ceramic building materials and surfaces must be assumed to contain Lead. Therefore, all renovation / construction work will disturb lead containing building materials.
- B. Renovation and reconstruction work that will disturb lead containing building materials must comply with applicable regulations/guidelines below.
- C. Each contractor and all workers under his jurisdiction (including subcontractors) shall comply with OSHA Regulations 29 CFR 1926.62 "Lead in Construction Standard" which includes safety training and education. This regulation applies to any construction work where an employee may be occupationally exposed to lead. Compliance with OSHA includes written programs, medical monitoring, exposure assessment testing and work practices that minimally require the use of plastic drop cloth, wet methods of clean up and the use of HEPA filtered vacuum cleaner.
- D. Workers performing reconstruction work that may disturb surfaces containing lead are not required to be EPA trained and certified except as required in Article E. It is the responsibility of each contractor to keep apprised of EPA requirements for worker certification if and when they change.
- E. All contractors performing work that disturbs lead-based paint in a child-occupied facility (homes, child care facilities, and schools built before 1978) must be EPA certified. A child-occupied facility is a building that regularly is visited by children under the age of 6 years.

SECTION 014990 - HAZARDOUS MATERIALS

1. Submit certification of all workers prior to performing any work that disturbs any lead containing materials.
- F. The applicable regulations/guidelines for handling and management of lead-based paint include but are not limited to the following:
1. "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", Department of Housing and Urban Development (HUD). These HUD guidelines are designed for residences and childcare facilities, where children under the age of six are likely to reside or be placed. These same requirements apply to school construction projects.
 2. Occupational Safety and Health (OSHA) Standards and Regulations contained in 29 CFR 1926.62, Lead-in-Construction Standard. These standards apply to all construction work where a contractor's employee may be occupationally exposed to lead.
 3. U.S. Environmental Protection Agency's (USEPA) Resource Conservation and Recovery Act (RCRA), 40 CFR Part 745. These standards shall apply to the disposal of demolition debris waste generated during the course of construction/renovation.
- G. Although the Owner may elect to undertake clearance testing prior to re-occupancy by school, contractors disturbing lead containing building materials must provide Cleaning and Clearance in accordance with HUD "Guidelines" criteria (Chapters 14 & 15) prior to occupancy of any renovated space by the Owner.
- H. HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" may be obtained electronically at <https://portal.hud.gov/hudportal/HUD>, or by calling 1-800-245-2691.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section applies to all contractors includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary – Special Conditions" for limitations on utility interruptions and other work restrictions.
 - 2. Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for temporary facilities and controls.
 - 3. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 4. Division 1 Section "Execution" for progress cleaning requirements.
 - 5. Divisions 2 through 34 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Construction Manager, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS – UNIFORM SAFETY STANDARDS

- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
- D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.
- E. Safety Plan
 - 1. Refer to Article 7 of the General Conditions

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1, and NYS Education Department "Manual of Planning Standards."

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- C. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
- D. Gypsum Board: Minimum 5/8 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- F. Paint: Comply with requirements in Division 9 painting Sections.

2.2 NEW YORK STATE EDUCATION DEPARTMENT 155.5 REGULATIONS:

- A. General Safety and Security Standards for Construction Projects:
 - 1. All construction materials shall be stored in a safe and secure manner.
 - 2. Fences around construction supplies or debris shall be maintained.
 - 3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - 4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
 - 5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites. Contractor must provide them for all workers under his direction and control, including sub-contractors.
 - 6. Refer to Article 4 of the General Conditions, Contractor's Use of the Site, and Article 7, Contractor's Safety/Security Program
- B. Separation of Construction Areas from Occupied Spaces:
 - 1. Construction areas, which are under the control of a Contractor and therefore not occupied by the District staff or students, shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy-duty plastic sheeting may be used only for

- a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
2. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs, or elevators designated for students or school staff.
3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
4. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through hall of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
5. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.
6. Occupied Classroom spaces shall be protected against visual distraction due to construction activities.
7. All Contractors shall maintain proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems and all items shall be maintained throughout the project.
8. Refer to Article 4 of the General Conditions, Contractor's Use of the Site, for additional requirements

C. Fire and Hazard Prevention:

1. All holes in floors and walls shall be sealed with a fire-resistant material.
2. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.
3. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris does not block fire exits or emergency egress windows.
4. Areas of buildings under construction that are to remain occupied shall maintain a certificate of occupancy.
5. Refer to Article 4 of the General Conditions, Contractor's Use of the Site, for additional requirements

D. Construction Noise: Construction and maintenance operation shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected spaces are not occupied or acoustical abatement measures shall be taken. Refer to Article 4 of the General Conditions, Contractor's Use of the Site, for additional requirements

E. Construction Ventilation of All Occupied Spaces:

1. See drawing for a plan detailing how adequate ventilation shall be maintained during construction. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project. In the absence of any drawing, General Contractor shall provide temporary ventilation equivalent to

- 15 CFM per occupant and sufficient outdoor air to comply with applicable codes.
 2. The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
 3. The Contractor shall be responsible to ensure that activities and materials "which result in off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
 4. Refer to Article 4 of the General Conditions, Contractor's Use of the Site, for additional requirements
- F. Hazardous Materials:
1. Asbestos:
 - a. Asbestos Industrial Code Rule 56: large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied except as determined by AICR56 with proper isolation.
 - b. Labor Rule 56 and AHERA both must be followed for asbestos projects in schools. Whenever air clearance is required by Labor Rule 56 or AHERA, TEM must be used for the final air clearance test.
 - c. Labor Rule 56 addresses final air clearance for all asbestos work including minor glove bag projects when there is a breach in containment. AHERA requires that TEM be used for final air clearance for work in schools, but does not speak to minor project air clearance.
 - d. Note: It is NYS State Education Department's interpretation that the term "building" as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with a sealed non-combustible construction. The isolated portion of the building must contain exits, which do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.
 2. Exterior Work:
 - a. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required and complete isolation of ventilation systems and at windows is provided. Schedule work so that classes are not disrupted by noise or visual distraction.
 3. Lead:
 - a. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.

2.3 SCHOOL DISTRICT REGULATIONS:

A. Control Of Persons, Traffic On Site:

1. It shall be noted and stressed that the contractor's installations may be made during a period when school is in session. Schedule and conduct operations so as to cause the least amount of inconvenience to normal school operations. Provide the necessary safeguards to protect those children and others at the site.
2. Contractor shall control action of all persons on the site working on this project and shall enforce all regulations. Do not interfere with operations and traffic pattern of school buses and other normal traffic on site.
3. NO COMMUNICATION BETWEEN THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS' EMPLOYEES, OR OTHERS ENGAGED BY THE CONTRACTOR FOR THE PERFORMANCE OF ITS WORK AND STUDENTS OR STAFF WILL BE PERMITTED
4. Workers will use only designated parking areas and work and staging areas.
5. Workers will not enter building except to perform work in the building.
6. All personnel on the site are subject to the same general regulations as school staff and the contractor shall enforce such regulations.
7. Contractor's personnel shall limit their access to the building to areas in which work is being done.
8. Contractors shall not use tools, or other equipment, ladders, or appliances, etc., owned by the School District or occupants.
9. No smoking and/or drinking alcoholic beverages is allowed on public school property, including construction areas.
10. Refer to Article 4 of the General Conditions, Contractor's Use of the Site, for additional requirements
11. Field Test Procedures:
 - a. Contractors, their agents, sub-contractors etc. shall do no "testing" of any equipment or systems while school is in session.
 - b. Contractor shall notify Construction Manager, Owner, and Architect in writing prior to any test.

2.4 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
1. Locate facilities to limit site disturbance as specified in Division 1 Section "Summary."

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS – UNIFORM SAFETY STANDARDS

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Construction Manager, Architect and Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: The General Construction Contractor shall provide for the workmen a suitable toilet and wash facilities in a proper location, until the building is completed, when it will be removed and the site cleaned, graded and restored. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- D. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Construction Manager and Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Maintain support facilities until Substantial Completion. Remove support facilities after Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
 - 2. Refer to Article 4 of the General Conditions, Contractor's Use of the Site, for additional requirements.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. General Contractor shall provide "site signage" as specified detailed on the drawings. Signage shall be installed at driveway intersections, etc., where shown on the drawings and shall be maintained during the life of the project
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities

having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- F. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner, subject to the requirements set forth at Article 4(E)(2) of the General Conditions. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Articles 3 and 4 of the General Conditions and Division 01 Section "Summary - Special Conditions."
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Site Enclosure Fence: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
 - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - 3. Insulate partitions to control noise transmission to occupied areas.
 - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 - 5. Protect air-handling equipment.
 - 6. Provide walk-off mats at each entrance through temporary partition.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired, all to the satisfaction of the Owner.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS – UNIFORM SAFETY STANDARDS

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures." Refer to Article 4 of the General Conditions.

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.
- B. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable /equal products.
- C. Related Sections include the following:
 - 1. Article 6(X) of the General Conditions (Substitutions); Article 15 of the General Conditions, Final Completion and Closeout of the Project
 - 2. Division 1 Section "Allowances" for products selected under an allowance.
 - 3. Division 1 Section "References" for applicable industry standards for products specified.
 - 4. Division 1 Section "Submittal Procedures" for product submittals.
 - 5. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 6. Divisions 2 through 34 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of the date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable / Equal Products: Product that is demonstrated and approved through the substitution submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of the specified product. See Article 6(W) of the General Conditions concerning requirements for equivalents.
- B. Substitutions: Changes in project schedule or manufacturers specified products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Products that are not listed as the "Basis of Design" or explicitly listed as an approved product/manufacturer are

considered substitutions. See Article 6(X) of the General Conditions concerning requirements for substitutions.

- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable / equal products of other named manufacturers.

1.4 PRODUCT REQUIREMENTS

- A. At the end of the Project all contractors must certify that all work of this contract has been fully completed in accordance with the plans and specifications for this contract and that all materials installed contain "NO" asbestos or lead. See form 017700F2 Asbestos Certification Form that is required to be signed and submitted with all other closeout documents.

1.5 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified and approved substituted products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Completed List: Within 45 days after date of commencement of the Work, submit an electronic copy (PDF) of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 4. Approved Substitutions: Substitution requests must be submitted and approved prior to finalization of Product List. See Article 6(X) of the General Conditions and below for substitution request procedures.
 - 5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit an electronic copy (PDF) of each request for consideration using the attached Substitution Request Form. Requests which do not include a completed Substitution Request Form or that do not fully comply with the requirements set forth at Article 6(X) of the General Conditions will be returned without

review. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Timing: Architect will consider requests for substitution if received within 45 days after the Notice to Proceed (Letter of Intent). Requests received after that time may be considered or rejected at discretion of Architect.
2. Substitution Request Form: Use attached form.
3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - m. Refer to Article 6(X) of the General Conditions for additional requirements.
4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
5. If the approved product (substitution) results in additional cost to other contractors, a deduct change order will be issued to cover the cost of the work of the other contractors.

- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.6 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
 - 3. Refer to Article 6(W) of the General Conditions for additional requirements concerning equivalents.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage. Subject to the requirements set forth in the General Conditions, including but not limited to, Article 4(F) and Article 9(E):
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.

1.8 PRODUCT WARRANTIES

- A. Warranties specified in other Sections and the General Conditions shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for the Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 34 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection in consultation with the Owner.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Product Substitutions" Article to obtain approval for use of an unnamed product. Refer to Article 6(W) and 6 (X) for additional requirements.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 - a. Substitutions/equals will be considered for approval, unless noted otherwise in the specification section.
 - b. Refer to Article 6(W) and 6 (X) for additional requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 - a. Substitutions/equals will be considered for approval, unless noted otherwise in the specification section.
 - b. Refer to Article 6(W) and 6 (X) for additional requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system. Refer to Article 6(W) and 6 (X) for additional requirements.
6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable / equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product by the other named manufacturers. Refer to Article 6(W) and 6 (X) for additional requirements.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
 - b. Refer to Article 6(W) and 6 (X) for additional requirements
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern,

density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Conditions: Architect will consider Contractor's request for substitution when the requirements set forth at Article 6(X) of the General Conditions and the following conditions are satisfied. If these conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted with the attached Substitution Request Form.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION



**SUBSTITUTION
REQUEST**
(After the Bidding Phase)

Project: _____ Substitution Request Number: _____

To: _____ From: _____

Re: _____ Date: _____
_____ A/E Project Number: _____
_____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____
Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made by the undersigned for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete by the undersigned in all respects.
- The proposed substitution complies with the requirements set forth at Article 6(X) of the General Conditions.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 013300.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 013300.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

SECTION 017300 – EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.
- B. Related Requirements:
 - 1. Article 3 of the General Conditions, Contractor's Construction Procedures; Article 4 of the General Conditions, Contractor's Use of the Site; Article 14 of the General Conditions, Deficient and Incomplete Work; and, Article 15 of the General Conditions, Final Completion and Closeout of the Project.
 - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

- D. Certified Surveys: Submit one electronic copy signed by land surveyor.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.

SECTION 017300 – EXECUTION

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Architect, Construction Manager and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

SECTION 017300 – EXECUTION

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect and Construction Manager according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect **and Construction Manager in writing** promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect **and Construction Manager in writing** when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect **and Construction Manager**.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect **or Construction Manager**. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect **and Construction Manager** before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Certified Survey: On completion of major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of **96 inches** in occupied spaces and **90 inches** in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately

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located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.

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- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- K. Refer to Article 4 of the General Conditions for additional requirements.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 230850 – Commissioning.
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

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3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 017329 - CUTTING AND PATCHING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.
- B. Each contractor shall bear the cost of cutting and patching required by and for his work, unless noted otherwise on their drawings.
- C. This Section includes procedural requirements for cutting and patching.
- D. It is the intent of the specifications that at the completion of the work, all indications of cutting and patching shall be as inconspicuous as the materials involved will permit and that the spaces in which the work is done will have a finished appearance.
- E. The drawings and/or specifications indicate the general extent of the work to be done; however, the notations on the drawings and specifications shall not be taken as a complete description of the work. Additional work may be required.
- F. Finishes shown on the drawings are finishes that shall exist after completion of construction.
- G. Where existing and new work join as at connection of pavement, corridors, door and wall openings, etc., finishes shall be brought together in proper alignment. Remove existing materials or provide new materials as required.
- H. All construction work including, but not limited to new work, patch work, and existing work (noted on the drawings to be refinished) shall be finished as specified for new work. Patch work shall match adjacent finishes, and all existing surfaces to receive new finishes shall have all loose material removed and surfaces thoroughly cleaned prior to application of new materials.
- I. Where existing equipment is removed patch to match adjacent construction.
- J. Related Sections include the following:
 - 1. Divisions 2 through 34 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other work or removal of existing work.

1.4 QUALITY ASSURANCE

SECTION 017329 - CUTTING AND PATCHING

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Existing Roof Work: Cutting and patching of existing roof surfaces and structures shall only be performed by a qualified (licensed) roofing contractor, as approved by the Architect. The contractor shall insure that the existing roof warranties remain in force. (Note: Roofing Contractor shall hold a current and valid installers license by manufacturer of primary roofing materials)

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2. PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3. EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

SECTION 017329 - CUTTING AND PATCHING

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

SECTION 017329 - CUTTING AND PATCHING

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. General Conditions, Article 15, Final Completion and Closeout of the Project
 - 2. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 3. Division 01 Section "Execution" for progress cleaning of Project site.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 6. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 7. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

SECTION 017700 - CLOSEOUT PROCEDURES

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by **Architect or Construction Manager**. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain **Architect's or Construction Manager** signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
 - 6. Advise Owner of changeover in heat and other utilities.

SECTION 017700 - CLOSEOUT PROCEDURES

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **10** days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect and Construction Manager, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Article 15 of the General Conditions and Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

SECTION 017700 - CLOSEOUT PROCEDURES

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect, **through Construction Manager** will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect and/or Construction Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within **15** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

SECTION 017700 - CLOSEOUT PROCEDURES

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

SECTION 017700 - CLOSEOUT PROCEDURES

- o. Clean ducts, blowers, and coils.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
 - r. Refer to Article 15 of the General Conditions for additional requirements.
- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in **Division 01 Section "Temporary Facilities and Controls."**

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements to the satisfaction of the Owner. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION



From (A/E) :

Site Visit Date: _____

A/E Project Number:

Contract For:

Item Number	Room Number	Location	Description	Correction/Completion Date	Verification A/E Check

☐ Attachments

Date:

File

Asbestos Certification Form



Date_____

Project Name_____

School District_____

Project Number_____

Contract _____

CERTIFICATION:

I hereby certify that all work of this contract has been fully completed in accordance with the plans and specifications for this contract and that all materials installed contain NO asbestos or lead.

Contractor Name_____

Contractor Signature_____

Title_____



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐
 ARCHITECT: ☐
 CONTRACTOR: ☐
 SURETY: ☐
 OTHER: ☐

STATE OF:
 COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)*

BY:

The following supporting documents should be attached hereto if required by the Owner:

(Signature of authorized representative)

(Printed name and title)

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section applies to all contractors.
- B. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- C. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
 - 2. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 3. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 4. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 5. Divisions 2 through 34 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Submittal: Submit one (1) paper copy and one (1) PDF copy, on digital media acceptable to Architect, of each manual in final form at least 15 days before final inspection. Architect will return all copies with comments within 15 days after final inspection or if no comment forward the manuals to the owner.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit one (1) paper copy and one (1) PDF copy of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.

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7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.

- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

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- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- F. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section applies to all contractors and includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
- B. Related Sections include the following:
 - 1. General Conditions, Article 15, Final Completion and Closeout of the Project
 - 2. Division 1 Section "Summary of Multiple Contracts" for coordinating Project Record Documents covering the Work of multiple contracts.
 - 3. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 4. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 2 through 34 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints and one CD of scanned record prints.
- B. Record Product Data: Submit three copies of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

- b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Work Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect and Construction Manager. When authorized, prepare a full set of corrected marked up record drawings:
- C. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Owner's Representative.
 - e. Name of Contractor.
 - 2. Scan Record Prints and submit scan documents as a PDF or a Tif file on CD.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

SECTION 017839 - PROJECT RECORD DOCUMENTS

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.

END OF SECTION

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section applies to all contractors and includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videos.
- B. Related Sections include the following:
 - 1. Divisions 2 through 34 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For facilitator, instructor, and videographer.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Videos: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect and Owner's Representative.
 - d. Name of Contractor.
 - e. Date of video recording.

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- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
2. At completion of training, submit complete training manual(s) for Owner's use prepared in same format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

1.7 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 1. Operable partitions, including manually-operated partition systems.
 2. Fire-protection systems, including fire alarm systems.
 3. Intrusion detection systems.
 4. Heat generation, including boilers, pumps, and water distribution piping.
 5. HVAC systems, including air-handling equipment, air distribution systems, and terminal equipment and devices.
 6. HVAC instrumentation and controls.
 7. Electrical service and distribution, including transformers, switchboards, and panelboards.
 8. Lighting equipment and controls.
 9. Communication systems, including intercommunication and surveillance equipment.

- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.

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5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.8 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

1.9 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 1. Schedule training with Owner's Representative, through Architect, with at least seven days' advance notice.

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- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.10 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Digital Video Recordings: Provide high-resolution CD/DVD recording.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
 - 1. Film training session(s) in segments not to exceed 15 minutes.
 - a. Produce segments to present a single significant piece of equipment per segment.
 - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
 - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
 - 1. Furnish additional portable lighting as required.
- E. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

