

Project Manual - Volume 1

Bidding & Administrative Requirements
and Technical Specifications



Lowville Academy & Central School

“Protecting Our Future” Capital Project

Academy School - SED Control No. 23-09-01-04-0-001-022

Bus Garage - SED Control No. 23-09-01-04-5-005-008

New Press Box - SED Control No. 23-09-01-04-7-018-001

Lowville, NY

Owner:

Lowville Academy & Central School
7668 North State Street
Lowville, NY 13367

Architect:

MARCH Associates
258 Genesee St., Suite 300
Utica, NY 13502

Construction Manager:

Turner Construction Company
500 Plum Street, Suite 101
Syracuse, NY 13204

Landscape Architect:

Appel Osborne
102 W. Division Street, Suite 100
Syracuse, NY 13204

Structural Engineers:

IE Solutions, PC
1721 Black River Blvd., Suite L1
Rome, NY 13440

M/E/P Engineers:

FS Engineering, DPC
721 East Genesee St.
Syracuse, NY 13210

MARCH No. 2194

November 30, 2023

BID SET NO. _____

DOCUMENT 00 01 01

PROJECT TITLE PAGE

LOWVILLE ACADEMY & CENTRAL SCHOOL

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

NEW PRESS BOX - SED CONTROL NO. 23-09-01-04-7-018-001

LOWVILLE, NY

THE ARCHITECTS AND ENGINEERS THAT HAVE SIGNED THIS DOCUMENT CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE, INFORMATION AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, THE STATE ENERGY CONSERVATION CONSTRUCTION CODE, AND CONSTRUCTION STANDARDS OF THE STATE EDUCATION DEPARTMENT. NO ASBESTOS CONTAINING MATERIALS ARE SPECIFIED.

OWNER:

LOWVILLE ACADEMY & CENTRAL SCHOOL
7668 NORTH STATE STREET
LOWVILLE, NY 13367

ARCHITECT:

MARCH ASSOCIATES
ARCHITECTS & PLANNERS, PC
258 GENESEE STREET, SUITE 300
UTICA, NY 13502

CONSTRUCTION MANAGER:

TURNER CONSTRUCTION COMPANY
500 PLUM STREET, SUITE 101
SYRACUSE, NY 13204

LANDSCAPE ARCHITECT:

APPEL OSBORNE
102 W. DIVISION STREET, SUITE 100
SYRACUSE, NY 13204

STRUCTURAL ENGINEERS:

IE SOLUTIONS, PC
1721 BLACK RIVER BLVD., SUITE L1
ROME, NY 13440

HAZARDOUS MATERIALS:

BARTON & LOGUIDICE
443 ELECTRONICS PARKWAY
LIVERPOOL, NY 13088

M/E/P ENGINEERS:

FS ENGINEERING, DPC
721 EAST GENESEE ST.
SYRACUSE, NY 13210

MARCH NO. 2194

NOVEMBER 30, 2023

MARCH No. 2194
00 01 01/1

SEALS PAGE

LOWVILLE ACADEMY & CENTRAL SCHOOL




“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

NEW PRESS BOX - SED CONTROL NO. 23-09-01-04-7-018-001

I hereby certify that the plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Architect or Licensed Professional Engineer under the Laws of the State of New York.

<p>ARCHITECT: MARCH Associates Architects & Planners, PC David D. Jadowski NYS License No.: 036964-01 Valid through: 02/28/2026</p>	
<p>STRUCTURAL ENGINEER: Interactive Engineering Solutions Douglas R. Cahill NYS License No.: 061675 Valid through: 03/31/2026 Certificate No.: 0019642, exp. 12/31/2023</p>	
<p>HAZARDOUS MATERIALS ENGINEER: Barton & Loguidice, DPC Scott D. Nostrand NYS License No.: 075454-1 Valid through: 10/31/2024 Certificate No.: 0018246, exp. 12/31/2023</p>	

M/E/P ENGINEER:

FS Engineering, DPC
Elizabeth P. Fisher
NYS License No.: 096006-01
Valid through: 01/31/2024
Certificate No.: 0019642, exp. 01/31/2025



LANDSCAPE ARCHITECT:

Appel Osborne Landscape Architecture
Cory M. Jenner
NYS License No.: 002097
Valid through: 09/30/2025



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DRAWING NO. TITLE

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022 NEW PRESS BOX - SED CONTROL NO. 23-09-01-04-7-018-001

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A110 PARTIAL REFLECTED CEILING PLANS
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ED106 PARTIAL REMOVALS PLAN - FIRST FLOOR, AREA D
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ED110	PARTIAL REMOVALS PLAN - SECOND FLOOR, AREA C
ED111	PARTIAL REMOVALS PLAN - SECOND FLOOR, AREA D
ED113	PARTIAL REMOVALS PLAN - THIRD FLOOR, AREA B
ED114	REMOVALS PLAN - ROOF
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E108	PARTIAL PLAN - SECOND FLOOR, AREA A
E109	PARTIAL PLAN - SECOND FLOOR, AREA B
E110	PARTIAL PLAN - SECOND FLOOR, AREA C
E111	PARTIAL PLAN - SECOND FLOOR, AREA D
E113	PARTIAL PLAN - THIRD FLOOR, AREA B
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BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

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STRUCTURAL

S101	HIGH ROOF FRAMING PLAN
S201	TYPICAL DETAILS, DESIGN PARAMETERS & GEN. NOTES

ARCHITECTURAL

A101	PLANS & DETAILS
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MECHANICAL

M001	DRAWING INDEX, SYMBOLS & ABBREVS.
M101	FLOOR PLANS AND SECTION
M102	PARTIAL ROOF PLANS
M601	EQUIPMENT SCHEDULES & DETAILS

ELECTRICAL

E001	DRAWING INDEX, SYMBOLS & ABBREVS.
E101	FLOOR PLANS

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DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

Sealed Proposals for:

LOWVILLE ACADEMY & CENTRAL SCHOOL

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

NEW PRESS BOX - SED CONTROL NO. 23-09-01-04-7-018-001

The project includes Sitework, General, Plumbing, Mechanical and Electrical Construction Contracts to perform the work associated with the “Protecting Our Future” Capital Project at the Academy School, Bus Garage and New Press Box for the Lowville Academy & Central School. Bids will be received by Lowville Academy & Central School, Lowville, NY 13367 on **Tuesday, January 9, 2024, at 3:30 PM** local time, at which time Bids will be publicly opened and read aloud. Bids will be read in the **Cafeteria**. Submit (2) copies of the Bid Form. Address sealed Bids to Lowville Academy & Central School, and mail to Lowville Academy & Central School, **ATTENTION: Rebecca Duncel-King, Superintendent, 7668 North State Street, Lowville, NY 13367.**

Examination of Contract Documents:

Contract Documents may be examined at the following locations:

Architects Office:

- ♦ MARCH Associates
258 Genesee Street, Suite 300
Utica, NY 13502

Plan Rooms:

- ♦ Mohawk Valley Builders Exchange
10 Main Street, Suite 202
Whitesboro, NY 13492
- ♦ Syracuse Builders Exchange
6563 Ridings Road
Syracuse, NY 13206
- ♦ CMD Group, LLC
www.cmdgroup.com
- ♦ Northern NY Builders Exchange
22074 Fabco Road
Watertown, NY 13601
- ♦ Dodge Data & Analytics-McGraw Hill
www.construction.com

Drawings and specifications are available for searching and viewing at www.planandprint.com. Navigate to the **Plan Rooms** link and then select “**All Public Projects**” and search for the Project Title.

Obtaining Contract Documents:

Drawings, Specifications and Bid Forms may be obtained at the office of **Plan and Print Systems, Inc.**, Telephone: 315-437-5111, located at 6160 Eastern Avenue, Syracuse, New York, 13211, upon deposit of One Hundred Dollars (\$100.00) for each complete set. * Please forward/mail your deposit checks to Plan and Print Systems *for processing*, but make the checks payable to “**Madison Central School District**”. Cash will not be acceptable as a deposit for the Contract Documents. Any partial sets required are to be obtained by the interested parties at their cost with no money returned.

Bidding documents will be delivered via UPS Ground Services upon request and receipt of an additional non-refundable delivery and handling charge of Fifty Dollars (\$50.00) per set, payable by Separate check to **Plan and Print Systems, Inc.** Sets can also be overnight delivered to Upstate New York locations for a non-refundable delivery and handling charge of Seventy-Five Dollars (\$75.00) per set. All requests for

sets to be delivered to locations outside of Upstate New York will incur an additional shipping charge based on the metering increase for those locations.

Upon request for bidding documents; provide Bidder's company name, Bidder's business and shipping address (if different), Contact person(s), Telephone number, Fax number, and E-mail address for the individual responsible for receiving Addendums.

Return of Contract Documents:

Upon returning sets promptly to **Plan and Print Systems, Inc.**, in re-usable condition, **within 30 days** after the date of the Bid opening, deposits will be refunded as follows:

1. Any Planholder will be refunded his deposit in full.
2. All Contract Documents received (except for Documents held by Successful Bidders) must be **returned to Plan and Print Systems, Inc., 6160 Eastern Avenue, Syracuse, New York, 13211.**
3. Deposits for documents, which are **not** returned within this 30-day period, will not be refundable.

The Board of Education, above named, reserves the right to waive any irregularity and reject any or all Bids.

Each Bidder must deposit, with his Bid, security in an amount not less than five percent (5%) of the Base Bid in the form and subject to the conditions provided in the Instructions to Bidders.

Attention of Bidders is particularly called to requirements as to conditions of employment to be observed and attached wage rates schedule to be paid under this Contract.

No Bidder may withdraw his Bid within thirty (30) days after the date set for the opening thereof.

The Board of Education further reserves its right to disqualify Bidders for any material failure to comply with the "Instructions to Bidders".

The District adheres to a policy of nondiscrimination on the basis of race, creed, color, disability, gender or national origin in employment, programs and services.

A Pre-Bid Conference will be held on **Tuesday, December 12, 2023, at 2:00 PM in the Cafeteria.** Attendance is strongly recommended.

Lowville Academy & Central School
7668 North State Street
Lowville, NY 13367

Ms. Rebecca Dunckel-King, Superintendent

* * * * *

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

DOCUMENTS

Bidder may obtain copies of the Bidding Documents through the office of **Plan and Print Systems, Inc.**, Telephone: 315-437-5111, located at 6160 Eastern Avenue, Syracuse, New York, 13211, upon depositing the sum of **One Hundred Dollars (\$100.00)** for each complete set of documents. Bidders of record, upon returning the documents in good condition within thirty (30) days after Bid Opening, their deposit will be returned in full.

EXAMINATION

Bidders are responsible for reviewing the bidding Documents and visiting the sites to obtain first-hand knowledge of existing conditions. Contractor will not be given extra payments for conditions which can be determined by reviewing the Bidding Documents and visiting the sites. To make arrangements to visit the site, contact: **Michael Hlad, Director of Facilities, Phone: 315-376-9000;**mhlad@lowvilleacademy.org

Please call 24 hours in advance. Access to building and site will be permitted from 9:00 AM until 4:00 PM from Monday through Friday.

QUESTIONS

Submit all questions about the Bid Documents to MARCH Associates **VIA Email** to the following address: submittals@marchassoc.com at least 5 days prior to date for receipt of Bids. Replies will be issued to all Bidders of Record as Addenda to the Bid Documents and will become a part of the Contract. No Bidder shall rely upon any interpretation or correction by any other method.

ADDENDA

Prior to the receipt of Bids, Addenda will be emailed to each Bidder of record and to locations where Bidding Documents have been placed on file.

OPENING

Bids will be opened as announced in the Advertisement for Bids.

EQUIVALENTS

Where, in these specifications, one certain kind, type, brand or manufacture of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Contractor may select one of those items. If the Contractor desires to use any kind, type, brand, or manufacture of material other than that named in the specification, he shall indicate in writing prior to Award of Contract, what kind, type, brand, or manufacture is included in the Base Bid for the specific specified item and submit information describing wherein it differs from base specifications in specific detail and other information as required by the Owner. The risk of whether bid equivalents will be accepted shall be borne by the Contractor.

PRODUCT / ASSEMBLY / SYSTEM SUBSTITUTIONS

Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids. Submit substitution requests by completing the Substitution Request form in Section 01 60 00; Refer to this Section for additional information and instructions. Use only this form; other forms of submission are unacceptable.

When a request to substitute a product is made, Architect may approve the substitution and may issue an Addendum to Bidders of Record. The submission shall provide sufficient information to determine acceptability of such products. Provide complete information on required revisions to other work to accommodate each proposed substitution. Provide products as specified unless substitutions are submitted in this manner and accepted.

PREVAILING RATE SCHEDULE

Prevailing rate schedule and supplements of the building occupations, as determined by the Department of Labor, Bureau of Public Works, are attached and form a part of the Contract Documents. Contractor shall include in his proposal all anticipated rate schedule increases that may occur during the life of the Project.

SALES TAX EXEMPTION

The Owner is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York under existing laws. Sales taxes on materials to be incorporated into the Project which are sold to the Owner pursuant to the provisions of the Contract are not to be included in Bids. The exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the Contractor or a Subcontractor, and the Contractor and his Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment, or other property, and for materials not incorporated into the project. An exemption certificate will be supplied to the successful Contractor upon Award of Contract.

PREPARATION OF BIDS

All bids must be prepared on the form provided by the Architect or copies thereof are submitted in accordance with the Instructions to Bidders. All blanks shall be filled in, in ink or typewritten, in both words and figures where so indicated.

A Bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of Bids indicated in the Notice to Contractors, or prior to any extension thereof issued by Addenda to the Bidders of Record.

BID SECURITY

Each Proposal must be accompanied by a Bid Bond or a Certified Check payable to **Lowville Academy & Central School** in the amount of five percent (5%) of the Bid Proposal. Bid Bonds shall be a fully executed AIA Document A310 (copy attached), or equivalent Bid Bond.

Such security will be returned to all except the two lowest formal Bidders within five (5) days after the formal opening of the Proposals. The remaining security will be returned to the two lowest Bidders upon execution of the Contract.

The successful Bidder, upon failure or refusal to execute and deliver the Contract and Bonds required within the stated time after receiving notice of the acceptance of bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with bid.

NONCOLLUSIVE BIDDING

Proposals shall be accompanied by a Noncollusive Bidding Certification, as required by Section 103-d of the General Municipal Law.

CORPORATION RESOLUTION

Proposals submitted by a firm incorporated under the laws of the State, shall be accompanied by a Corporate Resolution properly authorized and bearing the Seal of the Corporation.

IRAN DIVESTMENT ACT CERTIFICATION

Proposals shall be accompanied by an Iran Divestment Act Certification pursuant to the New York State Iran Divestment Act of 2012.

SUBMITTAL

Submit (2) copies of the Bid Form in an opaque, sealed envelope. Identify the envelope with: (1) Project name, (2) Type of Construction, (3) Name of Bidder, (4) Mark "SEALED BID". Submit bids in accordance with the Advertisement for Bids.

MODIFICATIONS AND WITHDRAWAL

No Bidder shall modify, withdraw, or cancel his Bid or any part thereof for Forty-five (45) days after the time designated for the receipt of Bids in the Advertisement for Bids.

AWARD

The Contract will be awarded on the basis of the lowest bid and most responsible Bidder with full consideration of the Alternates.

DISQUALIFICATION

The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

REJECTION OF BIDS

The Bidder acknowledges the right of the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if the Bidder failed to furnish any required Bid security, or to submit the data required by the Bidding Documents, or if the Bid is in any way incomplete or irregular.

EXECUTION OF CONTRACT

Bidder shall be prepared, if so requested by the Owner, to present experience, qualifications, and financial ability to carry out the terms of the Contract.

Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, Bidder shall be prepared, upon written notice of Bid acceptance, to commence work within ten days (10) following receipt of Notice of Award by the Owner, or on the date stipulated in such Notice of Award.

The accepted Bidder shall assist and cooperate with the Owner in the formal Form of Agreement and, within ten (10) days following its presentation, shall execute the Agreement and return it to the Owner.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The successful Contractor shall deliver to the Owner prior to the execution of the Contract, Bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, in the amount of one hundred percent (100%) of the Contract amount with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. The premiums for such Bonds shall be paid by the Contractor.

The Contractor shall require the Attorney in Fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power. Performance Bond and Labor and Material Payment Bond shall be a fully executed AIA Document AIA A312-2010 (*copy included*), or equivalent bonds.

SUBCONTRACTORS

Names of principal Subcontractors must be submitted within (5) days after notification of Award of Contract.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held on **Tuesday, December 12, 2023, at 2:00 PM in the Cafeteria.** Attendance is strongly recommended.

* * * * *

BID FORM

SITWORK CONSTRUCTION (SC1)

The following proposal is hereby made to:

LOWVILLE ACADEMY & CENTRAL SCHOOL

STIPULATED AMOUNTS: The Undersigned hereby proposes and agrees to perform all the work and furnish all things required for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

all in accordance with the Drawings, Specifications, and other Contract Documents prepared by MARCH Associates, 258 Genesee Street, Suite 300, Utica, NY 13502, for the following stipulated amount.

BASE BID:

Cost for Labor and Materials _____ \$ _____
Written *Figures*

CONTINGENCY ALLOWANCE: The Undersigned has included in the Base Bid the sum of **One Hundred Thousand Dollars (\$100,000)** in accordance with Section 01 21 00, ALLOWANCES.

FENCE ALLOWANCE: The Undersigned has included in the Base Bid the sum of **Two Thousand Dollars (\$2,000)** in accordance with Section 01 21 00, ALLOWANCES.

ALTERNATES: The Undersigned proposes the following additions to the Base Bid for Alternates listed below and subject to conditions of the Contract Documents. Refer to Section 01 23 00, ALTERNATES.

ALTERNATE NO. 1, BOSTWICK SITWORK FOR TURF FIELD

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 2, BOSTWICK FIELD LIGHTING

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 3, BOSTWICK BASEBALL FIELD BACKSTOP

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 4, BOSTWICK MEDIUM DUTY ASPHALT PARKING LOTS

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 5, BOSTWICK BLEACHER CAPACITY

Added for Labor and Materials: _____ \$ _____
Written Figures

ALTERNATE NO. 6, BUS GARAGE SITEWORK

Added for Labor and Materials: _____ \$ _____
Written Figures

ALTERNATE NO. 7, ACADEMY SITE SANITARY LINE REPLACEMENT

Added for Labor and Materials: _____ \$ _____
Written Figures

UNIT PRICES: The Undersigned proposes the following Unit Prices subject to conditions of the Contract Documents. Refer to Section 01 22 00, UNIT PRICES. These units are the same for work added or deleted, unless noted otherwise.

- C1. Undercutting \$ _____ Per installed cubic yard
- C2. Soil Stabilization Fabric \$ _____ Per installed square yard
- C3. Rock Removal \$ _____ Per installed cubic yard
- C4. Double Bituminous Pavement \$ _____ Per installed square yard
- C5. Medium-Duty Asphalt \$ _____ Per installed square yard
- C6. Heavy-Duty Asphalt \$ _____ Per installed square yard
- C7. Heavy-Duty Concrete Sidewalk/Pads \$ _____ Per installed square foot
- C8. Vinyl Clad Chain Link Fence \$ _____ Per installed linear foot
- C9. Seeded Lawn \$ _____ Per installed square yard
- C10. Sodded Lawn \$ _____ Per installed square yard
- C11. 4" Stormwater Management Trench (SMT) \$ _____ Per installed linear foot

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, reviewed the Bidding Documents relating to this proposal and the Bidding Documents, and is familiar with local conditions at the place where the Work is to be performed.

PROPOSAL PERIOD: The Undersigned agrees to hold the bid open for a forty-five (45) day period following the scheduled time for the opening of Bids.

EXECUTION OF AGREEMENT AND FURNISHING BOND: Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the Form of Agreement and to furnish Performance and Payment Bonds in the amount stated in the Instructions to Bidders.

ADDENDA: The Undersigned hereby acknowledges receipt of the following addenda:

Addendum No.: _____ Date: _____
 Addendum No.: _____ Date: _____
 Addendum No.: _____ Date: _____

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete all construction work under this contract in accordance with Section 01 10 00, SPECIAL PROVISIONS.

OWNER'S RIGHTS RESERVED: The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal.

The above proposal is hereby respectfully submitted by:

COMPANY

NAME (SIGNATURE) **TITLE**

NAME (PRINT)

BUSINESS ADDRESS

CITY **STATE** **ZIP**

PHONE NUMBER **FAX NUMBER**

EMAIL (FOR PROJECT CONTACT)

DATE **FEDERAL EMPLOYER IDENTIFICATION NUMBER**

* * * * *

DOCUMENT 00 41 01

CERTIFICATE OF NONCOLLUSION

SITWORK CONSTRUCTION (SC1)

To **LOWVILLE ACADEMY & CENTRAL SCHOOL**, in accordance with sealed bids for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

submitted under date of _____, under Section 103-d of the General Municipal Law, as amended, the Bidder certifies that:

- "(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 knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, 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." *

The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

COMPANY: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

- *(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 bid a signed statement which sets forth in detail the reasons therefore. 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.

* * * * *

DOCUMENT 00 41 02

CORPORATE RESOLUTION

SITWORK CONSTRUCTION (SC1)

Resolved that _____ be authorized to sign the bid or proposal of this Corporation and upon acceptance of the bid or proposal, to sign the Contract submitted by the Owner on behalf of this Corporation for the following project:

LOWVILLE ACADEMY & CENTRAL SCHOOL

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

and to include in such bid or proposal the certificate as to noncollusion required by Section 103-d of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors on the _____ day of _____ 20_____.

(Seal of Corporation)

NAME (SIGNATURE) *Secretary*

NAME (PRINT) *Secretary*

* * * * *

BID FORM

GENERAL CONSTRUCTION (GC1)

The following proposal is hereby made to:

LOWVILLE ACADEMY & CENTRAL SCHOOL

STIPULATED AMOUNTS: The Undersigned hereby proposes and agrees to perform all the work and furnish all things required for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

all in accordance with the Drawings, Specifications, and other Contract Documents prepared by MARCH Associates, 258 Genesee Street, Suite 300, Utica, NY 13502, for the following stipulated amount.

BASE BID:

Cost for Labor and Materials _____ \$ _____
Written *Figures*

ALLOWANCE: The Undersigned has included in the Base Bid the sum of **Fifty Thousand Dollars (\$50,000)** in accordance with Section 01 21 00, ALLOWANCES.

ALTERNATES: The Undersigned proposes the following additions to the Base Bid for Alternates listed below and subject to conditions of the Contract Documents. Refer to Section 01 23 00, ALTERNATES.

ALTERNATE NO. 8, BUS GARAGE HVAC

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 9, RECOVER ROOF AT MAIN GYM

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 10, RECOVER ROOF AT NORTH CLASSROOM WING

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 11, REPLACE WOOD FLOORING IN MAIN GYM

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 12, TOILET ROOMS AND JANITORS CLOSET AT AEROBICS EXERCISE ROOM

Added for Labor and Materials: _____ \$ _____
Written *Figures*

DOCUMENT 00 41 11

CERTIFICATE OF NONCOLLUSION

GENERAL CONSTRUCTION (GC1)

To **LOWVILLE ACADEMY & CENTRAL SCHOOL**, in accordance with sealed bids for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

submitted under date of _____, under Section 103-d of the General Municipal Law, as amended, the Bidder certifies that:

- "(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 knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, 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." *

The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

COMPANY: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

- *(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 bid a signed statement which sets forth in detail the reasons therefore. 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.

* * * * *

DOCUMENT 00 41 12

CORPORATE RESOLUTION

GENERAL CONSTRUCTION (GC1)

Resolved that _____ be authorized to sign the bid or proposal of this Corporation and upon acceptance of the bid or proposal, to sign the Contract submitted by the Owner on behalf of this Corporation for the following project:

LOWVILLE ACADEMY & CENTRAL SCHOOL

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

and to include in such bid or proposal the certificate as to noncollusion required by Section 103-d of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors on the _____ day of _____ 20_____.

(Seal of Corporation)

NAME (SIGNATURE) *Secretary*

NAME (PRINT) *Secretary*

* * * * *

BID FORM

PLUMBING CONSTRUCTION (PC1)

The following proposal is hereby made to:

LOWVILLE ACADEMY & CENTRAL SCHOOL

STIPULATED AMOUNTS: The Undersigned hereby proposes and agrees to perform all the work and furnish all things required for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

all in accordance with the Drawings, Specifications, and other Contract Documents prepared by MARCH Associates, 258 Genesee Street, Suite 300, Utica, NY 13502, for the following stipulated amount.

BASE BID:

Cost for Labor and Materials _____ \$ _____
Written *Figures*

ALLOWANCE: The Undersigned has included in the Base Bid the sum of **Twenty Thousand Dollars (\$20,000)** in accordance with Section 01 21 00, ALLOWANCES.

ALTERNATES: The Undersigned proposes the following additions to the Base Bid for Alternates listed below and subject to conditions of the Contract Documents. Refer to Section 01 23 00, ALTERNATES.

ALTERNATE NO. 7, ACADEMY SITE SANITARY LINE REPLACEMENT

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 12, TOILET ROOMS AND JANITORS CLOSET AT AEROBICS EXERCISE ROOM

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 13, REPLACE DOMESTIC WATER HEATERS

Added for Labor and Materials: _____ \$ _____
Written *Figures*

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, reviewed the Bidding Documents relating to this proposal and the Bidding Documents, and is familiar with local conditions at the place where the Work is to be performed.

PROPOSAL PERIOD: The Undersigned agrees to hold the bid open for a forty-five (45) day period following the scheduled time for the opening of Bids.

EXECUTION OF AGREEMENT AND FURNISHING BOND: Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the Form of Agreement and to furnish Performance and Payment Bonds in the amount stated in the Instructions to Bidders.

ADDENDA: The Undersigned hereby acknowledges receipt of the following addenda:

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete all construction work under this contract in accordance with Section 01 10 00, SPECIAL PROVISIONS.

OWNER'S RIGHTS RESERVED: The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal.

The above proposal is hereby respectfully submitted by:

COMPANY

NAME (SIGNATURE) TITLE

NAME (PRINT)

BUSINESS ADDRESS

CITY STATE ZIP

PHONE NUMBER FAX NUMBER

EMAIL (FOR PROJECT CONTACT)

DATE FEDERAL EMPLOYER IDENTIFICATION NUMBER

* * * * *

DOCUMENT 00 41 21

CERTIFICATE OF NONCOLLUSION

PLUMBING CONSTRUCTION (PC1)

To **LOWVILLE ACADEMY & CENTRAL SCHOOL**, in accordance with sealed bids for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

submitted under date of _____, under Section 103-d of the General Municipal Law, as amended, the Bidder certifies that:

- "(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 knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, 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." *

The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

COMPANY: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

- *(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 bid a signed statement which sets forth in detail the reasons therefore. 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.

* * * * *

DOCUMENT 00 41 22

CORPORATE RESOLUTION

PLUMBING CONSTRUCTION (PC1)

Resolved that _____ be authorized to sign the bid or proposal of this Corporation and upon acceptance of the bid or proposal, to sign the Contract submitted by the Owner on behalf of this Corporation for the following project:

LOWVILLE ACADEMY & CENTRAL SCHOOL

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

and to include in such bid or proposal the certificate as to noncollusion required by Section 103-d of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors on the _____ day of _____ 20_____.

(Seal of Corporation)

NAME (SIGNATURE) *Secretary*

NAME (PRINT) *Secretary*

* * * * *

BID FORM

MECHANICAL CONSTRUCTION (MC1)

The following proposal is hereby made to:

LOWVILLE ACADEMY & CENTRAL SCHOOL

STIPULATED AMOUNTS: The Undersigned hereby proposes and agrees to perform all the work and furnish all things required for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

all in accordance with the Drawings, Specifications, and other Contract Documents prepared by MARCH Associates, 258 Genesee Street, Suite 300, Utica, NY 13502, for the following stipulated amount.

BASE BID:

Cost for Labor and Materials _____ \$ _____
Written *Figures*

ALLOWANCE: The Undersigned has included in the Base Bid the sum of **Fifty Thousand Dollars (\$50,000)** in accordance with Section 01 21 00, ALLOWANCES.

ALTERNATES: The Undersigned proposes the following additions to the Base Bid for Alternates listed below and subject to conditions of the Contract Documents. Refer to Section 01 23 00, ALTERNATES.

ALTERNATE NO. 8, BUS GARAGE HVAC

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 12, TOILET ROOMS AND JANITORS CLOSET AT AEROBICS EXERCISE ROOM

Added for Labor and Materials: _____ \$ _____
Written *Figures*

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, reviewed the Bidding Documents relating to this proposal and the Bidding Documents, and is familiar with local conditions at the place where the Work is to be performed.

PROPOSAL PERIOD: The Undersigned agrees to hold the bid open for a forty-five (45) day period following the scheduled time for the opening of Bids.

EXECUTION OF AGREEMENT AND FURNISHING BOND: Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the Form of Agreement and to furnish Performance and Payment Bonds in the amount stated in the Instructions to Bidders.

ADDENDA: The Undersigned hereby acknowledges receipt of the following addenda:

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete all construction work under this contract in accordance with Section 01 10 00, SPECIAL PROVISIONS.

OWNER'S RIGHTS RESERVED: The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal.

The above proposal is hereby respectfully submitted by:

COMPANY

NAME (SIGNATURE)

TITLE

NAME (PRINT)

BUSINESS ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

EMAIL (FOR PROJECT CONTACT)

DATE

FEDERAL EMPLOYER IDENTIFICATION NUMBER

* * * * *

DOCUMENT 00 41 31

CERTIFICATE OF NONCOLLUSION

MECHANICAL CONSTRUCTION (MC1)

To **LOWVILLE ACADEMY & CENTRAL SCHOOL**, in accordance with sealed bids for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

submitted under date of _____, under Section 103-d of the General Municipal Law, as amended, the Bidder certifies that:

- "(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 knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, 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." *

The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

COMPANY: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

- *(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 bid a signed statement which sets forth in detail the reasons therefore. 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.

* * * * *

DOCUMENT 00 41 32

CORPORATE RESOLUTION

MECHANICAL CONSTRUCTION (MC1)

Resolved that _____ be authorized to sign the bid or proposal of this Corporation and upon acceptance of the bid or proposal, to sign the Contract submitted by the Owner on behalf of this Corporation for the following project:

LOWVILLE ACADEMY & CENTRAL SCHOOL

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

and to include in such bid or proposal the certificate as to noncollusion required by Section 103-d of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors on the _____ day of _____ 20_____.

(Seal of Corporation)

NAME (SIGNATURE) *Secretary*

NAME (PRINT) *Secretary*

* * * * *

BID FORM

ELECTRICAL CONSTRUCTION (EC1)

The following proposal is hereby made to:

LOWVILLE ACADEMY & CENTRAL SCHOOL

STIPULATED AMOUNTS: The Undersigned hereby proposes and agrees to perform all the work and furnish all things required for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

**ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022
BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008**

all in accordance with the Drawings, Specifications, and other Contract Documents prepared by MARCH Associates, 258 Genesee Street, Suite 300, Utica, NY 13502, for the following stipulated amount.

BASE BID:

Cost for Labor and Materials _____ \$ _____
Written *Figures*

ALLOWANCE: The Undersigned has included in the Base Bid the sum of **Seventy-Five Thousand Dollars (\$75,000)** in accordance with Section 01 21 00, ALLOWANCES.

ALTERNATES: The Undersigned proposes the following additions to the Base Bid for Alternates listed below and subject to conditions of the Contract Documents. Refer to Section 01 23 00, ALTERNATES.

ALTERNATE NO. 2, BOSTWICK FIELD LIGHTING

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 8, BUS GARAGE HVAC

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 12, TOILET ROOMS AND JANITORS CLOSET AT AEROBICS EXERCISE ROOM

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 13, REPLACE DOMESTIC WATER HEATERS

Added for Labor and Materials: _____ \$ _____
Written *Figures*

ALTERNATE NO. 14, FIRE ALARM SYSTEM MANUFACTURER

Added for Labor and Materials: _____ \$ _____
Written *Figures*

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, reviewed the Bidding Documents relating to this proposal and the Bidding Documents, and is familiar with local conditions at the place where the Work is to be performed.

PROPOSAL PERIOD: The Undersigned agrees to hold the bid open for a forty-five (45) day period following the scheduled time for the opening of Bids.

EXECUTION OF AGREEMENT AND FURNISHING BOND: Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the Form of Agreement and to furnish Performance and Payment Bonds in the amount stated in the Instructions to Bidders.

ADDENDA: The Undersigned hereby acknowledges receipt of the following addenda:

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete all construction work under this contract in accordance with Section 01 10 00, SPECIAL PROVISIONS.

OWNER'S RIGHTS RESERVED: The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal.

The above proposal is hereby respectfully submitted by:

COMPANY

NAME (SIGNATURE) TITLE

NAME (PRINT)

BUSINESS ADDRESS

CITY STATE ZIP

PHONE NUMBER FAX NUMBER

EMAIL (FOR PROJECT CONTACT)

DATE FEDERAL EMPLOYER IDENTIFICATION NUMBER

* * * * *

DOCUMENT 00 41 41

CERTIFICATE OF NONCOLLUSION

ELECTRICAL CONSTRUCTION (EC1)

To **LOWVILLE ACADEMY & CENTRAL SCHOOL**, in accordance with sealed bids for:

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

submitted under date of _____, under Section 103-d of the General Municipal Law, as amended, the Bidder certifies that:

- "(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 knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, 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." *

The attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

COMPANY: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

- *(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 bid a signed statement which sets forth in detail the reasons therefore. 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.

* * * * *

DOCUMENT 00 41 42

CORPORATE RESOLUTION

ELECTRICAL CONSTRUCTION (EC1)

Resolved that _____ be authorized to sign the bid or proposal of this Corporation and upon acceptance of the bid or proposal, to sign the Contract submitted by the Owner on behalf of this Corporation for the following project:

LOWVILLE ACADEMY & CENTRAL SCHOOL

“PROTECTING OUR FUTURE” CAPITAL PROJECT

ACADEMY SCHOOL - SED CONTROL NO. 23-09-01-04-0-001-022

BUS GARAGE - SED CONTROL NO. 23-09-01-04-5-005-008

and to include in such bid or proposal the certificate as to noncollusion required by Section 103-d of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors on the _____ day of _____ 20_____.

(Seal of Corporation)

NAME (SIGNATURE) *Secretary*

NAME (PRINT) *Secretary*

* * * * *

DOCUMENT 00 41 99

IRAN DIVESTMENT ACT CERTIFICATION

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Owner receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Owner will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Owner shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Owner reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

DRAFT AIA® Document A132™ - 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Lowville Academy & Central School
7668 North State Street
Lowville, NY 13367

and the Contractor:
(Name, legal status, address, and other information)

« »« »

for the following Project:
(Name, location, and detailed description)

Lowville Academy & Central School
“Protecting Our Future” Capital Project
Academy School - SED No. 23-09-01-04-0-001-022
Bus Garage - SED No. 23-09-01-04-5-005-008

The Construction Manager:
(Name, legal status, address, and other information)

Turner Construction Company
500 Plum Street, Suite 101
Syracuse, NY 13204

The Architect:
(Name, legal status, address, and other information)

MARCH Associates, Architects & Planners, PC
258 Genesee Street, Suite 300
Utica, NY 13502

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

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 this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully 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 fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1

The date of commencement of the Work is the date of this Agreement unless a different date is set forth in a Notice to Proceed issued by the Owner to the Contractor.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

« »

§ 3.3.2 The Project Schedule contains multiple Critical Path Milestones which the parties agree shall be achieved in order to complete the Project on time. The Contractors shall achieve Substantial Completion of such portions by the following dates: as set forth in the Contract Documents.

There are multiple Critical Path Milestone dates for various portions of the entire Work and Contractor confirms that its failure to meet any one Critical Path Milestone date is a material breach of its obligations under this Agreement.

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract by the following date: « »

§ 3.4.2 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, by the Substantial Completion Date or Critical Path Milestone(s) as provided in this Section 3.4 and Section 3.3.2, damages, if any, shall be assessed as set forth in the General Conditions.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum, in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents and approved by the Owner in writing.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.2.4 Unit prices, if any, as may be adjusted as provided in the General Conditions:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.3 Liquidated damages, if any:

«are set forth in the General Conditions as amended by the Supplementary General Conditions (if any).» N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and 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.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the «25th» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «30th» day of the «following» month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «forty-five» («45») days after the Construction Manager receives the Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values, if

approved in writing by the Architect or Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less two hundred percent (200%) of the amount required to complete the Work plus the amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been resolved, settled, or discharged; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows: NONE

§ 5.1.5 Intentionally deleted.

§ 5.1.6 Intentionally deleted.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

«five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

«None »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

«None »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum less two hundred percent (200%) of the amount required to complete the Work plus the amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been resolved, settled, or discharged, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project 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 final Certificate for Payment or Project Certificate for Payment; and
- .3 the Contractor has fully complied with Section 9.10.2 of the General Conditions.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with New York State General Municipal Law §106-b and Tax Law §1096(e).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be litigation with exclusive jurisdiction and venue in the New York State Supreme Court for the County where the project is located. Contractor waives any objection to jurisdiction and venue set forth herein.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to the provision of the document as modified by the parties, or that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

« »
« »
« »
« »

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

« »
« »
« »
« »

§ 8.4 The Contractor’s representative shall not be changed without the prior written approval of the Owner. Failure of the Contractor to obtain Owner’s prior written approval is a material breach of this Agreement.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019 and elsewhere in the Contract Documents.

§ 8.7 Other provisions:

«None»

§8.7.1 This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of a signature page attached to this Agreement containing one or more signatures by facsimile or other electronic means shall be as effective as delivery of the original signature page to this Agreement. This Agreement shall not be binding until all Parties have signed.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 Drawings

Number	Title	Date

.2 Specifications

Section	Title	Date	Pages

.3 Addenda, if any:

Number	Date	Pages

.4 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.5 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- «1. Advertisement for Bid
- 2. Instructions to Bidders
- 3. Addenda
- 4. Contractor’s Bid Forms
- 5. Notice of Award/Proceed»

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

TELEBARO

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of _____
Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 19____

(Witness) { _____ (Principal) (Seal)

(Title)

(Witness) { _____ (Surety) (Seal)

(Title)

INSTRUCTION SHEET

FOR AIA DOCUMENT A310, BID BOND—1970 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document A310 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, then the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

2. Related Documents

The A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see Construction Bonds and Insurance Guide, 2nd Edition, by Bernard B. Rothschild, FAIA, published by the AIA. See also AIA Document A501, Recommended Guide for Competitive Bidding Procedures; AIA Document 701, Instructions to Bidders; AIA Document A771, Instructions to Interiors Bidders; and AIA Document G612, Owner's Instructions Regarding Construction Contract, Insurance and Bonds, and Bidding Procedures.

3. Use of Non-AIA Forms

AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

B. COMPLETING THE A310 FORM

1. Modifications

Users are encouraged to consult with an attorney or a bond specialist before completing the A310, particularly concerning the effect of federal, state, and local laws on the terms of this document.

2. Identification of the Parties

The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

3. Bond Amount

The dollar amount of the bond should be provided in both written and numerical form.

4. Project Description

The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, and (3) the proposed building type, size, scope, or usage.

C. EXECUTION OF THE BOND

The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.



AIA[®] Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and

Title:

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 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 two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

DRAFT AIA® Document A232™ - 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Lowville Academy & Central School
“Protecting Our Future” Capital Project
Academy School - SED No. 23-09-01-04-0-001-022
Bus Garage - SED No. 23-09-01-04-5-005-008

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Turner Construction Company
500 Plum Street, Suite 101
Syracuse, NY 13204

THE OWNER:

(Name, legal status, and address)

Lowville Academy & Central School
7668 North State Street
Lowville, NY 13367

THE ARCHITECT:

(Name, legal status, and address)

MARCH Associates, Architects & Planners, PC
258 Genesee Street, Suite 300
Utica, NY 13502

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract and Performance and Payment Bonds. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents do include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, and the Contractor's bid or proposal. The Contract Documents form the Contract for Construction. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of their duties.

§1.1.2 The Contract. Where the term "Agreement" or "Contract" is used in the General Conditions, and other Contract Documents, it shall mean the separate Owner-Contractor Agreement between the Owner and each Contractor identified in Conditions of the Contract (General, Supplementary and other conditions).

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.11 Milestone Schedule. The Milestone Schedule prepared by the Architect and Construction Manager contained in the Bid Documents which is intended to coordinate the completion of the Work on the Project.

§ 1.1.12 Construction Milestone. A due date or benchmark for critical path work items identified by the Architect and Construction Manager which Contractors must satisfy in order to complete the Project by the substantial completion date.

§ 1.1.13 Construction Schedule. A comprehensive schedule of all of the Work which each individual Contractor must complete in order to complete their Work in accordance with the Milestone Schedule. This Construction Schedule must be in sufficient detail breaking down items of Work and in an electronic format with predecessor logic in a format reasonably requested by the Construction Manager.

§ 1.1.14 Coordinated Construction Schedule. The Coordinated Schedule created by the Construction Manager based upon each Contractor's approved Construction Schedule which coordinates all of the Work activities to be completed by the substantial completion date.

§ 1.1.15 Project Schedule. The Project Schedule which incorporates and includes the Architect's design work through the substantial completion of the Project.

§ 1.1.16 MISCELLANEOUS DEFINITIONS

§1.1.16.1 The term "Herein" shall mean the contents of the Contract Documents and / or the contents of the particular section where this term appears.

§1.1.16.2 The term "Indicated" as used Herein shall mean shown on the Drawings or described in the Contract Documents.

§1.1.16.3 The term "Concealed" as used Herein shall mean items hidden from sight in such locations as trenches, chases, shafts, furred spaces, walls, slabs, above ceilings and where in sight in crawl spaces or service tunnels.

§1.1.16.4 The term "Exposed" as used Herein shall mean not "concealed" as defined Herein and the spaces behind normally closed doors such as interiors of cabinets.

§1.1.16.5 The term "Product" as used Herein shall include materials, systems and / or equipment."

§1.1.16.6 The term "Furnish" as used Herein shall mean furnish and deliver to the jobsite all products necessary that are connected with the Work including unloading, handling, transporting unwrapping and inspecting those products to be installed.

§1.1.16.7 The term "Install" as used Herein shall mean furnish all labor and perform all operations connected with assembly, erection, anchoring, installation of products or work, finishing, curing, finishing, cleaning and similar operations including supplying all necessary tools, rigging and equipment to do the work, and connect up, test, place in operation and service such products.

§1.1.16.8 The term "Provide" as used Herein shall mean furnish, without limitation, all labor, products, materials, equipment, transportation, services, etc. required to install, complete the work, and /or to test and place in operation/service.

§1.1.16.9 The term "Piping" as used Herein shall mean pipe, rigid conduit, fittings, valves, hangers and other accessories, which comprise a system.

§1.1.16.10 The terms "equal", "proper", "satisfactory", "workmanlike" and words of similarly implied interpretation, judgment or opinion, shall be understood to mean "in the opinion of the Architect.

§1.1.16.11 As used Herein, the terms "General Contractor" and "General Construction Contractor" have the same meaning.

§1.1.16.12 Persistently fails. The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, that cause the Owner and/or the Owner's Authorized Representative to reasonably conclude that the Contractor will not complete the Work within

the Contract Time, for the Contract Sum or in what they reasonably deem not to be in substantial compliance with the requirements of the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.4 Where items are specified by the use of a reference standard not bound in the specifications, the date of the reference standard shall be the latest edition at the time of signing the Contract except as specifically indicated otherwise.

§1.2.5 The reference in the Specifications regarding the division or separation of the Work among types of trades or occupations is only for the suggested purpose of coordinating the Work of the different trades, etc. but it shall be the Contractor's entire responsibility for the proper coordination and completion of all the Work described in the "Specifications" whether performed by the Contractor or Subcontractors, if any.

§1.2.6 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. The terms and provisions of this Section, however, shall not relieve the Contractor of any of the obligations set forth elsewhere Herein.

- .1 On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale Drawings.
- .2 Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site 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 Work.
- .3 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.

§1.2.7 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the

Contractor's failure to follow the foregoing procedure and to familiarize itself with all conditions and the Contract Documents will not be permitted.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects. Capitalized terms in other Contract Documents shall be defined as found Herein.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. 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 or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party listed in Article 8 of the Agreement to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.2.1 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Disclaimer

In no event shall the Owner or the Architect have any responsibility for the Contractor's construction means, methods, techniques, sequences, procedures or for safety or for safety precautions and programs in connection with the Work notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 Intentionally Omitted

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager and Architect, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 Upon the request of the Architect, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner except to the extent that the Contractor knows or reasonably should know such information to be inaccurate or incomplete, but shall exercise proper precautions relating to the safe performance of the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to the Architect whenever any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, as determined by the Architect, the Owner, or the Construction Manager, the Owner may issue a written order to the Contractor to stop the 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, except to the extent required by Section 6.1.3.

2.5 The Owner's Right to Carry Out the Work

§2.5.1 If the Contractor defaults, fails or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) calendar day period after receipt of written notice from the Owner to commence and continue correction of such default, failure or neglect with diligence and promptness, including the submission of an acceptable recovery schedule if required by the Construction Manager, the Owner may, without further notice (except to inform the Contractor its attempt to cure is inadequate) and without prejudice to other remedies the Owner may have, correct such deficiencies. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect. In such case an appropriate Change Order shall be issued (without the requirement for a signature by the Contractor) deducting from Payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect, the Construction Manager, Attorneys, and others, and expenses made necessary by such default, neglect or failure. The expenses incurred by the Owner in connection with retaining a replacement contractor (on a contingency basis or otherwise) are in addition to any other expenses incurred by Owner to remedy the deficiencies and shall be deducted from Payments then or thereafter due the Contractor. The Construction Manager and/or the Architect, pursuant to Section 9.5.1, may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correcting such deficiencies, the cost of retaining a replacement contractor, and Owner's expenses and compensation for the Construction Manager and Architect and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs due to the Owner, the Contractor may file a Claim pursuant to Article 15. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's Performance and Payment Bonds Surety.

§2.5.2 In the event Contractor fails, refuses or neglects to perform closeout obligations, including without limitation performance of punch-list items, within thirty (30) calendar days following the date of Substantial Completion, the Owner, after notice to Contractor and without prejudice to other remedies the Owner may have, may correct such deficiencies. In such case, the Contractor shall be liable to the Owner for the costs of correcting such deficiencies, including compensation for the Architect, the Construction Manager, Attorneys, and others, and expenses made necessary by such default, neglect or failure. If Payments due the Contractor then or thereafter due are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's Performance and Payment Bonds Surety.

§2.5.3 Should there be, in the opinion of the Architect or Initial Decision Maker, unwarranted delay on the part of any Contractor in completion of uncompleted Work or other Contractor requirements, the Owner may have full or partial use and occupancy of any or all portions of buildings as required for moving in or installing furniture, fixtures, supplies or equipment and for general cleaning and maintenance work. In such event Contractor whose unfinished work is performed subsequently shall be responsible for the prevention of any damage to such Owner's installation. Such use or occupancy by the Owner shall in no instance constitute acceptance of any of the Work.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§3.2.1 By executing the Contract, Contractor represents and warrants to the Owner that:

- .1** Contractor is and will be financially responsible and has and will have sufficient liquidity to meet its

financial responsibilities under the Contract and for all other Projects in which Contractor is or may become involved;

- .2 Contractor has carefully examined the Contract Documents and has visited and examined the site;
- .3 from Contractor's investigation, Contractor has satisfied itself as to the nature and location of the proposed Work, general and local conditions, and all matters which may in any way affect the Work or its performance;
- .4 Contractor fully understands the intent and purpose of the Contract Documents; and
- .5 The Contractor acknowledges that the Owner is a school district which is subject to various laws and regulations of the State of New York. The Contractor will, in each phase of the Contract, in accordance with applicable standards, comply with applicable laws and regulations as they pertain to the bidding and construction of the Project, including, without limitation, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§3.2.2.1 The Contractor shall promptly notify the Architect, in writing, of any inconsistencies or errors to provide the Architect ample time for observation, investigation, detail drawings, etc.

§3.2.2.2 All Contractors submitting bid proposals shall be presumed to have examined the site to consider fully all conditions, which may have a bearing on the work, and to have accounted for these conditions in their bid proposals.

§3.2.2.3 When required, off-site storage is the responsibility of the Contractor.

§3.2.2.4 The exactness of grades, elevations, dimensions or locations indicated on the Drawings or of Work installed by others is not guaranteed by the Architect or the Owner.

§3.2.2.5 Except as to any reported errors, inconsistencies, nonconformities or omissions, and to concealed or unknown conditions referred to in Section 3.7.4, by executing the Agreement, the Contractor represents the following:

- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.
- .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules, and orders, and Owner's policies and procedures which bear upon the Contractor's performance of the Work.

§3.2.2.6 The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions and locations indicated on the Drawings. Where the Work of this Contract connects or interfaces with existing or other work Contractor shall verify at the site all conditions of such existing or other work. Any errors due to the Contractor's failure to verify such information shall be promptly remedied by the Contractor at no additional cost to the Owner.

§3.2.2.7 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify all existing conditions and measurements. Any differences, which may be found, between actual measurements and

dimensions indicated on the Drawings shall be submitted to the Architect for resolution before proceeding with the Work. No extra compensation will be allowed for such discrepancies.

§ 3.2.2.8 If the Contractor performs any construction activity which involves a recognized error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in writing in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims in writing as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Construction Manager and Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.6 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

§ 3.2.6.1 If the Contractor, during the progress of the work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical condition of the work and the Drawings, he shall immediately notify the Architect in writing who shall promptly adjust same. Whether or not an error is believed to exist, deviations from the Drawings and dimensions given thereon shall be made only after approval in writing is obtained from the Architect. Any work performed after such discovery without the approval of the Architect shall be at the Contractor's risk and expense.

§ 3.2.6.2 The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

§ 3.2.6.3 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

§ 3.2.6.4 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule.

§ 3.2.6.5 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction

Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information.

§ 3.2.7 Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall become familiar with all conditions affecting the nature and manner of conducting the Work.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, subject to overall coordination of the Project by the Construction Manager. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Architect and Construction Manager shall advise Contractor in writing if Contractor's proposed alternative is acceptable as referenced above, in which case the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§3.3.1.1 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the Contract Sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's Contract.

§3.3.1.2 Coordination: Each Contractor shall be fully responsible for the coordination of the relationship of the Work of its Subcontractors and other Contractors and shall cross check all of its Instructions, Specifications, Drawings, Shop Drawings, Instruments of Service and installations with those of other Contractors and with existing conditions.

- .1** The General Construction Contractor shall Furnish and erect all necessary batter boards, establish all lines and levels and connection therewith, and run all subsequent lines and levels as the work progresses in order to assure careful and accurate work true to the proper lines in accordance with the Contract Documents. Any batter boards, monuments, or marks of reference, which may for any reason become disturbed or destroyed, whether such displacement or destruction is caused by carelessness, accident, or by the elements, shall at all times, be promptly and accurately re-established by the General Construction Contractor.
- .2** The General Construction Contractor shall establish finished floor elevations and finished grade lines for the building for all trades when requested to do so; and shall establish center lines of all interior partitions on floor forms before concrete is placed in order that Mechanical/Electrical Contractors will be able to place sleeves, etc., in proper locations.
- .3** Each Contractor shall be required to establish centerlines, elevations and location of its Work when it is required for other Contractors to coordinate location of their work.

§3.3.1.3 The Contractor shall:

- .1** Review all specified construction or installation procedures, including those recommended by manufacturers,
- .2** Advise the Architect:

- If the specified procedure deviates from good construction practice,
- If following the procedure will affect any warranties, including the Contractor's general warranty,
- Or of any objections the Contractor may have to the procedure; and
- Propose any alternative procedure, which the Contractor will warrant.

§3.3.1.4 Preconstruction Meetings: Prior to commencing the Work and before commencing certain portions of the Work, Contractors and their Subcontractors shall be required to participate in preconstruction meetings when deemed necessary by the Architect to coordinate Work between trades or to address concerns of the Owner.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. Contractor shall provide all on-site workers and the workers shall wear and prominently display a photo-identification badge at all times for identification and security purposes along with proof of their OSHA 10-hour training certification with their badge.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§3.3.4 Shut Downs: Such Work as connections to existing sewers, plumbing, heating and electric systems, shall be done at a time agreeable to the Owner and the Architect, and shall be determined and agreed to well in advance of the actual doing of such Work so as to interfere as little as possible with the operation and use of existing facilities. Shut downs must be coordinated through the designated representative of the Owner. The continued uninterrupted operation of all facilities of the building is essential.

.1 If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no increase in Contract price except as otherwise specified.

.2 No mechanical, heating, plumbing, sprinkler or electric services shall be interrupted at any time, except as approved in advance by the Owner. All communication systems must be maintained without interruption. As much related Work as possible shall be performed prior to shut-downs, so as to minimize the period of shut-down.

.3 All material and manpower to do the Work involved shall be at the job prior to interruption of services.

§3.3.5 The Contractor, its employees and subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. The Contractor shall be responsible for the enforcement of same among his or her employees and those of its Subcontractors.

§3.3.6 Where equipment, lines of piping and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of exposed piping and conduit included in the Work of the Contract. Contractor shall coordinate the Work of several Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, and avoid any unsightly arrangements in the exposed Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 After the Contract has been executed, the Architect in conjunction with the Construction Manager, will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Specifications. Substitutions shall satisfy the following conditions:

1. The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.
2. Requests for substitutions must be submitted prior to, and acceptance provided by Architect prior to,

- time that bids are received (see below for post-bid substitution requests).
3. Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved by the Architect and Owner.
 4. Each such request shall include the name of the material, product or equipment item for which substitution is requested and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
 5. Each such request shall include a statement setting forth any changes in other materials, product or equipment or other work that incorporation of the substitution would require.
 6. The burden of proof of the merit of the proposed substitution is upon the proposer.
 7. The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
 8. Additional substitution requests, during construction, will be considered only if substitution is caused by specific material, product or equipment's subsequent removal from, or unavailability in the market place and only if the substitution(s) complies with the requirements Herein and each is at "no change" or "credit" to Contract amount.
 9. Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the contractor making the substitution shall bear the cost of such conditions, including payment for services rendered by the Architect and/or Construction Manager:
 - (a) Redesign required for any of the Work.
 - (b) Material or quantity changes for any of the Work.
 - (c) Delays in any of the Work.
 - (d) Request for information generated due to substitutions.

In the event that Contractor wants to make a substitution and Architect requires additional compensation to evaluate same, Contractor agrees to have the cost of a reasonable Architect's fee (for this additional service) deducted from its Contract Sum. By proposing a substitution, the Contractor is deemed to represent and warrant to the Owner that the proposed substitution is appropriate for the purposes for which the Contractor proposes its use. Substitutions may be rejected by the Owner for any reason or for no reason, without explanation.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. There shall be no harassment of any kind by Contractor's employees or other persons carrying out the Work, including but not limited to sexual, ethnic, or religious harassment. If the Owner determines and notifies the Contractor that an employee or other person carrying out the Work is not acceptable within the meaning of this Article, Contractor shall remove the employee or other person from each project site within 24 hours.

§ 3.4.4 The Contractor shall comply with the most current Contract Requirements and Prevailing Wage Rate Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this Project.

§ 3.4.4.1 The Contractor shall provide the labor necessary to install its work within the terms of this Contract. The Owner assumes no responsibility for any expense due to so-called "overtime."

§ 3.4.5 On receipt of signed Contract, the Prime Contractor will be expected to place firm orders with vendors for needed materials, including Subcontractors and major material suppliers. If deemed necessary to assure delivery of materials at times needed, Contractor may accept delivery of such materials at any time, and may include the cost of such materials in its next monthly application for payment, provided such materials have actually been delivered to Contractor and properly stored by him with approval or under direction of the Architect and Construction Manager either at the job site or in an approved storage shed or warehouse, as provided elsewhere in these General Conditions. No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the Owner, Pursuant to this Contract Document, free from all liens, claims or encumbrances.

§ 3.4.6 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be Furnished shall be

regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.

§ 3.4.6.1 All Work shall be executed in a thorough, substantial, workmanlike manner, in complete accordance with the manufacturer's most recent written recommendations unless otherwise specified or permitted by the Architect. A sufficient force of competent workmen, foremen, and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.

§ 3.4.7 Manufacturer's identifications shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.

§ 3.4.8 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect.

§ 3.4.9 Materials shall be delivered in manufacturer's original sealed containers, with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.

§ 3.4.10 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

§ 3.4.11 Materials shall be applied or installed under proper climactic conditions, not when they may be affected by temperature, moisture, humidity or dust.

§ 3.4.12 As defined by Federal and State Laws, no materials incorporated into the Project Work shall contain asbestos. Material shall be "asbestos-free" containing zero percent (0%) asbestos. The Architect reserves the right to request certification from the material manufacturer through the Contractor for certification that materials installed contact zero percent (0%) asbestos.

§ 3.4.13 Equivalent Products: Except as otherwise specified, whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers' or vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance, size, function and performance. Such proposed product shall not be purchased or installed until approved by the Architect.

- .1 The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The Architect will be the sole judge of equivalence, and no substitution shall be ordered, installed or utilized without the Architect's review process having been completed and the product accepted by written notification.
- .2 Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitution.
- .3 The Architect will record time required by the Architect and the Architect's Consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitution, Contractor shall reimburse the Owner for the charges of the Architect, and the Architect's Consultants for evaluating each proposed substitution.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty

excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall perform the Work in strict accordance with the Contract Documents and best industry practices. All materials are to be new, unless specified otherwise. Contractor, at its expense, shall remove and replace materials not meeting specifications or materials failing to perform as represented or warranted by the manufacturer, regardless of whether incorporated into the Work. Contractor shall promptly replace or correct any work or materials which Owner, Construction Manager or Architect shall reject as failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations are not limited by the provisions of Article 12, and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or otherwise prescribed by law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Neither final payment, nor provision in Contract Documents, nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

§ 3.5.4 The Contractor shall warrant all materials and operating systems to be free from any defects and faulty equipment for a period of one (1) year from the date the Architect recommends final payment, or where the performance of materials, system or equipment is documented, from the date that such materials, systems or equipment perform satisfactorily, whichever date is later. The Performance and Payment bonds shall remain in full force and effect through the guarantee period.

§ 3.5.5 In emergencies occurring during the guarantee period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contractor, who may take over the Work and make any corrections remaining after his or her forces arrive at the Work. Any repair work not started within seven days following notice to the Contractor of any defect shall be considered an emergency.

§ 3.5.6 The Contractor shall obtain and furnish to the Architect written Manufacturer's Warranties in the name of the Owner for all major materials and for all equipment. The terms of the warranty shall be as individually specified for the item. If no term is specified, the term shall be for a minimum of one year.

§ 3.6 Exempt From Sales Tax

§ 3.6.1 Owner represents that it is an organization operated for purposes that make it exempt from New York Sales and Compensating Use Tax pursuant to Section 1115(a) (15) of the tax law, as amended by laws of New York 1974, CH. 513 and 514. The Contractor is advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York, cities and counties on the purchase of all materials and supplies incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor or to supplies and materials which, even though they are consumed in the performance of the Contract, are not incorporated into the completed permanent work, and the Contractor and his or her subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner and Contractor and his or her subcontractors and material men shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

§ 3.6.2 Except as otherwise specified, all Federal, State and Local taxes are to be included in the Contract price.

§ 3.6.3 Assessments and Taxes on Wages: Each Contractor shall pay and include in his or her proposal all costs and liabilities for the amounts assessed, or which may be assessed by the Federal, State and local governments under any and all Acts or Laws upon the wages and salaries paid or to be paid all employees of the Contractor and his or her

subcontractors under this Contract.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Architect and Construction Manager, shall secure and pay for the State Education Department building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work, including but not limited to all infectious disease exposure precautions.

§ 3.7.3 If the Contractor performs Work and knows or should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction, including applicable fines and/or penalties.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide written notice to the Owner, Construction Manager, and the Architect before conditions are disturbed or affected work is performed, and in no event later than 7 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that 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 that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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 promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. No adjustment in the Contract Time or Contract Sum will be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (1) prior inspections, test, and reviews, or (2) inspections, tests, and reviews the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 3.8.2 Contract Sum Permitted Allowance costs shall include the direct cost to the Contractor and Subcontractor for labor, materials and equipment, including delivery, unloading, storage, handling and installation. Allowance costs do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work, and shall attend all Project meetings, whether held prior to or after Substantial Completion of the Work. The Superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall delegate to the Superintendent decision making authority to facilitate coordination of multiple contractors and coordination of the Work.

§ 3.9.2 Prior to starting the Work, the Contractor shall designate the Project Manager (non-working), Superintendent and other key individuals who shall be assigned to the Project through and including final completion. Such designations shall be in writing and provided to the Architect and Owner. The Superintendent shall be in attendance at the Project site throughout the Work, remain on the Project site not less than eight hours per day, five days per week, until termination of the Contract, unless the job is suspended, Work is stopped by the Owner, or no Work is scheduled. The Superintendent shall be approved by the Owner in its sole discretion. Said representatives shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the Owner. Should a representative leave the Contractor's employ, the Contractor shall promptly designate a new representative. The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such a demand, the Contractor shall within three days after notification thereof, replace said individual(s) with an individual(s) satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contractor may, at Owner's option, be terminated for cause. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's superintending staff. Each Subcontractor shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project.

§ 3.9.3 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed Superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed Superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall not change the Superintendent without prior written notice to the Architect and Owner at least thirty (30) days prior to the proposed date of the change.

§ 3.9.4 The Contractor shall not employ a proposed Superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the Superintendent without the Owner's written consent.

§ 3.9.5 The Contractor shall not reduce or terminate supervision of the Work, nor change the Superintendent without the prior written approval of the Owner and Architect.

§ 3.9.6 If, for any reason, the Contractor takes an action resulting in any of the changes noted in Section 3.9.5, the Owner or their Agent may take remedial action to insure continued progress of the Work, including the hiring of suitable supervisory personnel, and charge the Contractor all costs associated with these remedial actions including the costs of legal, and Architectural services.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work in electronic format with predecessor logic. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors. Failure by a Contractor to furnish any required schedule or schedule revision in a timely manner shall entitle the Construction Manager to prepare a schedule for that Contractor's Work, to which said

Contractor shall be bound.

§ 3.10.2 The Contractor, promptly after being awarded the Contract shall submit (as determined by Architect) long lead items for construction, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§3.10.5 Procedure and Schedule of Work:

.1 Unless otherwise stated the Work on the entire project shall be performed continuously without interruption, so that all Work can be completed in the time set forth in the Contract Documents.

.2 The Contractor shall cooperate with the Owner, and the sequence of operation shall be scheduled with the Owner so as to interfere as little as possible with the Owner's use of existing site and existing structures and the Owner's approval shall be obtained prior to the starting of such operations.

.3 Time of Completion: All Work shall be completed on or before the date set forth in the Agreement, except as otherwise specified or modified by Change Order.

.4 Job Meetings: During the course of construction, job meetings will be held with representatives of the Owner, the Architect and Engineers, the Construction Manager and the Contractors to discuss the progress of the Work, any problems of construction, timing or procedure, so as to expedite all phases of the Work to completion. Contractors and Subcontractors are to be represented at such meetings.

.5 Overtime Work: Each Contractor shall take into account the possible need for overtime work in order to meet the Contract Completion Date and shall include the costs associated with said overtime work in their Contract Sum.

§3.10.6 Project Scheduling

.1 After the Contractor has received from the Owner a notice to proceed or a letter of intent, a preconstruction conference will be held. The procedures and scheduling of the Work will be discussed.

.2 At the preconstruction conference, using the Project Schedule in Contract Documents, each Contractor shall submit a Construction Schedule to the Construction Manager of its own Work indicating starting dates and estimated completion dates of each phase of the Work and indicating information described in Contract (General, Supplementary and other conditions) "Submittals", using the time of completion set forth in the Contract Documents. The Project Schedule submitted by each Contractor shall be in electronic format with predecessor logic and durations specified for each of the Work activities set forth on the Schedule of Values.

.3 Procedures and requirements described in the Contract (General, Supplementary and other conditions) Section on "Submittals" shall be followed by all Contractors and the Architect to develop a Project Schedule.

.4 Once a Project Schedule is published by the Architect and approved by the Owner, it shall be strictly enforced until the Project is completed, unless it becomes necessary to revise it by an appropriate modification.

Upon issuance of the approved Project Schedule, each Contractor shall be responsible for interfacing and/or integrating its Work with that of other Contractors and the Owner and for completing its Work in the allotted time.

In the event that the Contractors do not create and/or agree on an integrated Project Schedule, the

Contractors will abide by the Project schedule previously developed by the Architect and contained in the bid documents.

.5 NO PAYMENTS will be made on any of the Contracts until the scheduling procedures in this Section 3.10.6 have been completed.

§3.10.7 Continuing Performance and Schedule Adjustments

.1 In the event the Owner and Architect determine that performance of the Work has not progressed to the level of completion required by the Project Schedule the Owner shall have the right to order the Contractor to take corrective action necessary to expedite the progress of construction including without limitation overtime work, additional work shifts, supplying additional manpower or equipment as well as other extraordinary measures. Such extraordinary measures shall continue until the progress of the Work conforms to milestone dates set forth in the Project Schedule.

.2 The Contractor shall not be entitled to additional compensation in connection with such extraordinary measures required by the Owner except when Work progress has been delayed by events such as labor strikes or natural catastrophes.

.3 The Owner shall have the right to direct the Contractor to delay, postpone or reschedule any portion of the Work that may interfere with or disrupt the operations of the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Each submittal shall bear written confirmation that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of the submittal. Reproducing Architect's construction drawing is not acceptable for shop drawing submittals.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, operating and maintenance procedures, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§3.12.4.1 The Contractor represents and warrants that all Shop drawings shall be prepared by a person or entity possessing expertise and experience in the trade for which the shop drawing has been prepared and, if required by the Contract Documents or law, by a licensed professional engineer.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, indicate review and approval in writing, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable

promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. No extension of time will be granted to the Contractor because of failure to have Shop Drawings, product data, and samples submitted in ample time to allow for review by the Architect or their Consultants.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 Work performed without approved Shop Drawings, product data, samples or similar submittals as required by the Specifications is subject to all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments and conditions of approval regardless of Work progress. Any portion of the Work performed prior to review and approval by the Architect of required Shop Drawings, Product Data, Samples, or other Submittals, is performed at Contractor's risk. No Contract adjustments will be made to correct or modify Work installed without approval.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§3.12.10.3 If it is the position of the Contractor, or his or her licensed design professional, that the Owner and Architect have not provided all performance and design criteria, the Contractor shall request additional criteria in writing before proceeding with the professional services described in 3.12.10. Proceeding with the professional services shall be evidence that the Owner and Architect have provided all necessary performance and design criteria.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1.1 Use of Buildings and Site:

- .1 Each Contractor shall cooperate with the Owner in making available for the Owner's use, areas of the completed or partially completed building(s) or site as provided for in Article 9, Section 9.9. The Owner shall have the right to take possession of and to use any completed or partially completed portions of the building or site even though the time of completing the entire Work or such portion of the Work may not have expired. Such use shall not constitute acceptance thereof. Such occupancy shall in no way abrogate any specified warranties or guaranties for materials, workmanship or operation of equipment pertaining to the occupied portions.
- .2 Each Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, ventilating, cooling, water, lighting and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete such part of its Work as soon as possible to the extent that the necessary equipment can be put into operation and use.
- .3 Mutually acceptable arrangements shall be made as to the warranties or guaranties affecting all Work associated therewith.
- .4 Such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§3.14.1.1 The word "new" used Herein shall mean Work which has been or is to be installed under the terms of Contract for this project. The word "existing" used Herein shall mean existing conditions previous to the award of a Contract for this project.

§3.14.1.2 In order to eliminate cutting and patching as much as possible, each Contractor shall, during the progress of the Work Furnish to the General Construction Contractor who shall then install them, proper sleeves, inserts, etc. as required for his or her new Work and shall give proper and detailed instructions to others where Work may be affected by their Work, with adequate notice prior to the erection of new Work. Cutting and patching Work as required to install new work or remove existing Work shall be done carefully and neatly with as little damage as possible

§3.14.1.3 Unless otherwise specified in the Contract (General, Supplementary and other conditions, or the plans and specifications) each Contractor is responsible for their own cutting, removals and patching required for the proper installation or execution of their Work, as defined in the Specifications. Core drilling remains the responsibility of

each Contractor.

§3.14.1.4 Any costs caused by defective or ill-timed Work shall be borne by the Contractor responsible, therefore. Any Contractor who is required to cut and patch his or her new Work to provide conditions for other Contractors to complete their new Work and who was not given adequate prior notice of the conditions required for completion of such Work before doing his or her work, shall charge the Contractor in default the documented cost of the cutting and patching Work plus 15% for overhead and profit unless otherwise specified.

§3.14.1.5 Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guarantee or warranty on existing work left in place or guaranty or warranty required for his or her new Work. Patching of Work shall match existing adjacent surfaces and patchwork shall be disguised completely to hide any trace of patching.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.2 All debris required to be removed from the Project shall be removed in accordance with all applicable rules, regulations and statutes, which may pertain thereto & in accordance with the authority having jurisdiction. The Contractor shall warrant that all debris shall be disposed of in accordance with all rules, regulations and statutes applicable thereto and at a facility permitted and authorized to receive materials of the type and nature so removed from the premises. The Contractor shall hold the Owner free and harmless of, from or concerning any claimed liability resulting from the improper or unlawful removal and/or disposal of such debris. Contractors are encouraged to recycle as much material as is practical.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, Construction Manager, Architect, Construction Manager's and Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, damages, losses, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees and the costs of any proceeding, arising out of, relating to or resulting from performance of the Work, including, but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible

property to the extent caused in whole or in part by acts, actions, omissions, negligence, fault or breach 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 that would otherwise exist as to a party or person described in this Section 3.18. The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a subcontractor, and to require that subcontractor to include such provision in each contract it enters into with any lower tier subcontractor: "To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Contractor, Owner, Owner's consultant's, Construction Manager, Architect, Construction Manager's and Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees and the costs of any proceeding, arising out of, relating to or resulting from the performance of this Subcontract, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Subcontractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

§3.18.1.1 To the maximum extent permitted by law, the Contractor hereby assumes the entire responsibility and liability for any and all damage (direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, to all persons, whether or not employees of the Contractor, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with:

- a. the Work;
- b. the performance or intended performance of the Work;
- c. the performance or failure to perform the Contract;
- d. the failure to complete the Work by the date set for Substantial Completion;
- e. any occurrence which happens in or about the area where the Work is being performed by the Contractor, either directly or through a Subcontractor, or while any of Contractor's property, equipment or personnel is in or about such area; or
- f. New York State Labor Law, Article 10, including without limitation sections 240, 241, 241-a and 241-b, thereof, as amended, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§3.18.1.2 Except to the extent, if any, expressly prohibited by law, should any such damage or injury referred to in Section 3.18.1.1 be sustained, suffered, or incurred by Owner, Architect, or Construction Manager, or should any claim for such damage or injury be made or asserted against any of them, whether or not such claim is based upon Owner's, Architect's, or Construction Manager's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Owner, Architect, or Construction Manager, Contractor shall indemnify and hold harmless Owner, Architect, and Construction Manager along with their Board of Education, Administration officers, agents, partners, and employees (hereinafter collectively referred to as "Indemnitees"), of, from and against any and all other loss, cost, expense, and liability, including without limitation, legal fees and disbursements, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims; and Contractor agrees to assume, on behalf of any and all Indemnitees the defense (with counsel satisfactory to the party indemnified) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnitee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnitee, the amount of any judgment, decree, award, or order that may be entered against each said Indemnitee in any such action or proceeding. In the event that any such claim, loss, cost, expense, liability, damage or injury is sustained, suffered, or incurred by, or is made, asserted or threatened against any Indemnitee, Owner shall, in addition to all other rights and remedies, have the right to withhold from any payments due and to become due to Contractor an amount sufficient in Owner's judgment to protect and indemnify the Indemnitee(s) from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements; or Owner, in its discretion, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection which bond shall be furnished by Contractor within 5 days after written demand has been made therefore. In the event more than one Contractor is connected with an event or occurrence (or series of events or occurrences) covered by this indemnification, then all such Contractors shall be jointly and severally responsible to the Indemnitee, and the ultimate responsibility among such indemnifying Contractors shall be settled or otherwise determined by separate proceedings and without loss, expense or damage to any Indemnitee.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 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 Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation, insurance proceeds, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§3.18.3 In any and all claims against the Owner, the Architect, the Construction Manager, or their agents or employees by third parties, the indemnification obligation under this § 3.18 shall apply and shall not be limited by limitation or amount of or type of damages, compensation, insurance proceeds, or benefits payable by or for the Contractor or Subcontractors.

§3.18.4 Contractor shall comply with, and cooperate with, Architect, Construction Manager, and Owner in complying with legal requirements. Among other things, Contractor shall be responsible for performing corrective work within any abatement periods prescribed by governmental entities including but not limited to OSHA, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information or evidentiary material as may be necessary or as may be requested by Architect, Construction Manager, or Owner to fully protect the rights and interests of Owner, Architect, and Construction Manager with respect to possible, threatened or pending proceedings or orders.

§3.18.5 Natale Patent Rights. With respect to any Contractor performing asbestos abatement as part of its Scope of Work.

- .1 Contractor shall hold a valid current license to perform Work using the negative pressure system covered by the Natale Patent or provide and Indemnity Agreement as follows:
- .2 Indemnity Agreement: Contractor and Contractor's surety agree to protect, indemnify and hold harmless the Owner, the Architect, and the Board of Education, Administration directors, officers, agents, employees, and assigns of the Architect from any and all claims, judgments, liabilities, expenses, attorney fees, court costs, or losses of any nature, resulting from claims of patent right infringement including but not limited to U.S. Patent Number 4,604,111, commonly known as the Natale Patent, arising out of the performance of Work on the Project.
 - (a) The provisions of this Indemnity Agreement shall protect the Indemnitees against all claims arising out of the subject matter or performance of this Contract and Contract Documents, including, without limitation, allegations or findings that the Indemnitees, or any of them, were guilty of negligence in the issuance of such Contract.
 - (b) The provisions of this Indemnity Agreement shall be in addition to and shall in no way delete any provisions, including warranty and indemnity provisions of the Agreement.

§ 3.18.6 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. All changes in the work must be processed through the Architect.

§ 4.1.2 The Construction Manager is the firm set forth on page 1 hereof.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment and during the Correction Period described in Article 12. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed or in progress, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

§ 4.2.2.2 On the basis of onsite observations and otherwise, the Architect shall keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

§ 4.2.2.3 The Architect will promptly report to the Owner any observed defects or deficiencies of the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed or as otherwise directed by the Owner. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents except to the extent that any such failure shall be directly attributable to the negligent or wrongful act or omission of the Construction Manager or the Architect. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. Nothing contained in this Section 4.2.5 shall limit the duties of the Architect or the Construction Manager to the Owner under any other provision of the Contract Documents. If the Architect or the Construction Manager believes that the Contractor is failing to perform the Work in accordance with the requirements of the Construction Documents, it shall promptly disclose such failure to the Owner in writing.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors

shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority and responsibility to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. The Construction Manager shall determine whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly, in such a manner as to cause no delay in the progress of the Work, review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are Multiple Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Multiple Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11.1 If the Architect is required to review more than two (2) submittals by a Contractor for the reason that the submittal and one (1) re-submittal failed to conform to the information given or the design concept expressed in the Contract Documents, the Contractor shall reimburse the Owner for the amount of compensation paid by the Owner to the Architect for such additional reviews. The Owner shall be entitled to withhold from any payment due the Contractor any such amount due from the Contractor.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect 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, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any 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.

§ 4.2.13 The Construction Manager and the Architect will prepare Change Orders and Construction Change Directives as set forth in the agreements between the Owner-Architect and Owner-Construction Manager.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by Contractor, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19.1 If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have estimated on the more expensive way of doing the Work.

§ 4.2.20 The Architect's decisions, after consultation with the Owner, on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The Contractor shall not award work to any one Subcontractor in excess of 50 percent of the Contract Sum, without prior written approval of the Owner. Unless otherwise stated in the Contract Documents, the Contractor, within ten (10) calendar days after award of the Contract, shall furnish in writing the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to Furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time or information for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§5.2.1.1 Unless otherwise expressly set forth in the Contract Documents, a Subcontractor proposed by a Contractor shall not be acceptable unless the Contractor submits evidence to the Construction Manager with its proposal of the Subcontractor that the proposed Subcontractor has satisfactorily completed similar contracts or subcontracts and has the necessary experience, personnel, equipment, licensing, and financial ability to complete the subcontract in accordance with the Project Schedule. The substitution of a different proposed Subcontractor shall not entitle the Contractor to any upward adjustment in the Contract Sum or the Contract Time.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contractor shall provide proposed substitute within five (5) days of notice of such reasonable objection.

§ 5.2.3 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§5.2.4 Maintenance of the Project Schedule is critical. Contractors shall award subcontracts to entities capable of performing in a manner that will maintain the Project Schedule and require its subcontractors to complete their work in accordance with the Project Schedule.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents including but not limited to all deadlines and substantial completion dates, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to 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 the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Claims and other disputes and matters in question between the Contractor and a Separate Contractor shall be subject to the provisions of Article 15 as amended provided the separate contractor has reciprocal obligations.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Allowance Use Authorization, Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.2.1 See other subsections for Allowance Use provisions and permitted costs for the Allowance Uses.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Unit Prices

§ 7.1.4.1 Unit prices shall be submitted in the Bid Form for various items set forth therein.

§ 7.1.4.2 Unit prices set forth shall be used to determine equitable adjustment of the Contract price in connection with additional Work or Work omitted or reduced by the Architect. The Unit Prices quoted shall include all labor, materials, equipment, applicable taxes and shall apply to all Work added or Work deducted.

§ 7.1.4.3 If any one of the unit prices quoted by a Contractor is excessively high in the opinion of the Architect, the Owner and Architect will have the right to adjust such unit prices to a fair and reasonable amount.

§ 7.1.5 Changes in the Work involving additional Work or deletion of Work whether or not resulting in an addition to or subtraction from the Contract Sum shall not be made until the Contractor submits to the Architect the cost of the added or deleted Work with a complete and detailed listing of all Subcontractors involved, all materials, labor and equipment.

§ 7.1.5.1 Overhead and profit as described in 7.1.7.1 and 7.1.7.2-a may be added to the cost of a claim for additional Work *only* when the source of monies for such additional work is not a Contingency Allowance included in the Contract Sum or any other monies for Work included in the Contract Sum.

§ 7.1.5.2 Changes in the Work whether or not involving additions or deductions from the Contract Sum shall not be made until an appropriate Change Order or Change Directive has been issued.

§ 7.1.5.3 Where quoted unit prices are not applicable as set forth in Section 7.1.4 and the extra cost is to be determined under clause 7.3.3.3, the mark-ups (above actual cost) for overhead and profit shall be as specified in Section 7.1.7 and as qualified in 7.1.5.1 above.

§7.1.6 Labor costs shall include items incidental to labor such as workmen's compensation insurance, social security, fringe benefits (exclusive of transportation) and all mandatory costs paid in connection with labor.

§7.1.7 Overhead shall include insurance other than those incidental to labor mentioned above, premiums on bonds required by the Contract, Contractor's Supervisory employees, home and field office expenses, transportation costs and both manual and power small tools and manual and power small equipment. Material and equipment costs shall be as described in 7.3.4.

§7.1.7.1 For Work done by the Contractor's own forces, mark-up for combined overhead and profit on materials and on cost of labor shall not exceed 15%.

§7.1.7.2 For Work done by the subcontractors, mark-up of costs as defined Herein by subcontractors for combined overhead and profit on materials and on cost of labor shall not exceed 10%.

- a. To this amount, 5% may be added for the Contractor's combined overhead and profit, except as otherwise specified for allowances and unit prices (See 7.1.5.1 above.)

§7.1.8 Material costs shall be as described in 7.3.4.

§7.1.9 To facilitate reviewing quotations for either extra charges or deductions, all proposals shall be accompanied by a complete itemization of costs including labor, materials, subcontracts, and if allowed, mark-ups for overhead and profit. Subcontracts shall be similarly itemized.

§7.1.10.1 If requested, the Contractor shall submit detailed quotations from material suppliers.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§7.2.1 All Change Orders must have the approval of the Owner, Architect, and Construction Manager in writing.

§7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any all adjustments to the Contract Sum and the contract time.

§7.2.3 Methods used in determining adjustments to the Contract Sum may include these, those listed in Section 7.3 with its subsections and Section 7.5 with its subsections.

§7.2.4 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance directly related to the work of the change, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation directly related to the work of the change, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others directly related to the work of the change;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. 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, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§7.3.11 Lump sum adjustment described in clause 7.3.3.1 shall be substantiated by submitting evidence of actual costs to the Architect for evaluation for the following:

.1 Costs described in Section 7.3.4, including labor and other costs of subcontractors, itemized by trades.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 OVERHEAD AND PROFIT

§ 7.5.1 The combined overhead and profit included in the total cost of a Change Order to the Owner shall be based on the following schedule:

§ 7.5.1.a Contractor: For Work performed by the Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).

.1 Example: Total Contractor Amount= (L+M) + 15% O&P

§ 7.5.1.b Contractor's Subcontractor(s): For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%) of their value of labor and material (L+M). For the Contractor, for work performed by that Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.

.1 Example: Total Subcontractor Amount= (L+M) + 10% O&P

.2 Example: Total Contractor Amount= Total Subcontract Amount+ 5% O&P

§ 7.5.1.c Contractor's Subcontractor's Sub-subcontractor(s): For Work performed by the Sub-subcontractor's own forces, markup shall not exceed a total of five percent (5%) of their value of labor and materials (L+M). For the Subcontractor, for work performed by the Sub-subcontractor, markup shall not exceed a total of five percent (5%) of their value of labor and materials (L+M) for work performed by the Sub-subcontractor. For the Subcontractor, markup shall not exceed a total of five percent (5%) of the Sub-subcontractor amount. For the Contractor, markup shall not exceed 5% of the Subcontractor Amount.

.1 Example: Total Sub-subcontractor Amount= (L+M) + 5% O&P

.2 Example: Total Subcontractor Amount= Sub-subcontractor Amount+ 5% O&P

.3 Example: Total Contractor Amount= Subcontractor Amount+ 5% O&P

§ 7.5.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Section 11.1.1.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND CONSTRUCTION OF

THE WORK. Contractor shall be responsible for all direct and consequential damages to Owner and Architect arising from any delay of Contractor, its Subcontractors and suppliers, in performing or completing the Work in accordance with the time requirements of paragraph 8.2. The indemnity provisions of Articles 3 and 11 are applicable to such damages and to claims arising in respect thereto. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§8.2.1.1 Contractor shall cooperate with Owner, Construction Manager, Architect and other Contractors on the Project, making every reasonable effort to reduce the contract time.

§ 8.2.2 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 effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§8.2.2.1 Contractor shall not commence Work on the site until evidence of insurance and original performance and payment bonds as required in Article 11, have been accepted by the Owner.

§ 8.2.3 Contractor shall do all things necessary to ensure the prosecution of the Work in accordance with any one or more of the following as determined by the Architect and the Owner, in their discretion:

- .1 Project schedules and revisions thereof, given from time to time to Contractor;
- .2 The time requirements for various portions of Work;
- .3 The requirements of the Project including, but not limited to, coordination requirements as may from time to time be known to Contractor; and
- .4 Schedules of the Work provided by Contractor to Architect upon the Owner's request.

§ 8.2.4 Should the progress of the Work and/or other Work be delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Owner, Architect, or Construction Manager, or for which Owner, Architect, or Construction Manager may become liable, Contractor shall hold them harmless from and indemnify them against all such additional cost, expense, liability or damage.

§ 8.2.5 If the Contractor does not achieve Substantial Completion within the Contract Time established in the Agreement between the Owner and the Contractor, or in a subsequent Change Order, the Contractor shall be liable to the Owner for any direct and/or consequential damages; for the costs of fees and reimbursements to the Owner's Agents including, but not limited to, the Architect and the Construction Manager for their services attributable to the Contractor's delay or abandonment. Except as may be prohibited by applicable law, all of Owner's rights and remedies in connection with the Contractor's failure to achieve Substantial Completion within the Contract Time established in the Agreement between the Owner and the Contractor, shall be cumulative and may be exercised singularly or concurrently. Election by Owner to pursue any remedy shall not exclude pursuit of any other remedy.

§ 8.2.6 The Work shall be performed during designated working hours, except that in the event of emergency or when necessary to perform the Work in accordance with the requirements of Section 8.2, Work shall be performed at Contractor's cost and expense on other shifts, overtime, Saturdays, Sundays, Holidays and at other times, if permission to do so has been obtained in writing from Owner. Without limiting the requirements of the preceding sentence, if the progress of the Work or of the Project has been delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers, Contractor shall work such overtime, at Contractor's cost and expense as aforesaid, as Architect shall deem necessary or desirable to make up for all time lost and to avoid delay in the completion of the Work and of the Project. The failure by Architect to direct Contractor to engage in such overtime shall not relieve Contractor of the consequences of its delay.

§ 8.2.7 Unless otherwise noted, the date of commencement of the Work is the date established in a notice to proceed. The notice to proceed will be issued immediately upon return of signed documents by the Contractor and the presentation of acceptable insurance certificates. Contractor shall organize construction schedules as specified in Section 3.10, Contractor's Construction Schedules. The commencement date shall not be postponed by the failure

to act of the Contractor or of persons or entities for which the Contractor is responsible.

§ 8.2.8 The Architect may direct acceleration of the Work so that it may be performed in advance of the schedules, time requirements and Project requirements described in Section 8.2. If so directed, Contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for work performed outside of designated working hours, except as approved by Owner in writing in advance. Provided that Contractor is not in default under the Contract, is meeting the Project Schedule, and Owner has issued the aforesaid authorization, there shall be added to the Contract Sum as actual out-of-pocket amount equal to:

- .1 Additional premiums on wages actually paid, at rates that have been accepted by Architect;
- .2 Taxes imposed by law on such additional wages; and
- .3 Premiums for worker's compensation and liability insurance if required to be paid on such additional wages.

Written authorization for overtime work that exceeds \$500.00 for which Contractor intends to charge the Owner in any one week shall be invalid unless confirmed in writing by the Owner, it being understood that Owner's Site Representative shall not have authority to authorize such overtime which exceeds \$500.00 in any one week.

§ 8.2.9 In no case shall the Contractor delay the progress of the Work or any part thereof on account of changes in the Work or disputes caused by proposed or ordered changes in the Work or any disputes or disagreements as to the equitable value of such changes.

§ 8.2.10 Contractor and Contractor's Surety shall be strictly accountable for completion of the Work in accordance with the Project Schedule as a condition to satisfactory contractual performance.

§ 8.2.11 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the time set in the Project Schedule.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Should Contractor be obstructed or delayed in the commencement, prosecution or completion of the Work, without fault on its part, by reason of failure to act, direction, order, neglect, delay or default of the Owner or the Architect; by changes in the Work; fire, lightning, earthquake, enemy action, act of God or similar catastrophe; by Government restrictions with respect to materials or labor, or by an industry-wide strike beyond Contractor's reasonable control, then Contractor shall be entitled to an extension of time lost by reason of any and all causes aforesaid, but no claim for extension of time on account of delay shall be allowed unless a claim in writing therefore is presented to Architect with reasonable diligence but in any event not later than fifteen (15) days after the commencement of such claimed delay. Except for the causes specifically listed above in this Section, no other cause or causes of delays shall give rise to an extension of time to perform the Work. The granting of an extension of time is conditioned upon Contractor's timely submission of the aforesaid written notice. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material cost, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the causes set forth in this Section, and agrees that the sole right and remedy therefore shall be an extension of time not to exceed the duration of the time lost, provided the Contractor has met the pre-condition of a notice of claim to the Architect as set forth in this Section.

§ 8.3.2 If Contractor claims an increase in the Contract Sum or an extension in the completion time required by reason of a change in the Work, Contractor shall give Architect written notice within fifteen (15) days after Contractor's knowledge of the occurrence of the matter giving rise to such claim. This notice shall be given by Contractor before proceeding to execute the changed Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with Article 10. No such claim will be valid unless notice is given as required in this Section. Contractor shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

§ 8.3.2.1 Extension of time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable effort to recover the lost time.

§ 8.3.2.2 An extension, or extensions, of time may be granted subject to the provisions of this article, but only after written application therefore by the Contractor.

§ 8.3.2.3 An extension of time shall be only for the number of days of delay that the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but, if at all, only the actual period of delay as determined by the Architect.

§ 8.3.3 Contractor shall not be allowed an extension of time unless Contractor has established to the satisfaction of the Owner and Architect that the delay claimed by Contractor is to a portion of the Work on the critical path of the Work schedule.

§ 8.3.4 No monetary recovery may be obtained by Contractor for delay. Time extensions for delay are limited to the specific causes set forth in Section 8.3.1 and then, only upon compliance with the notice and proof requirements of Section 8.3.1 and 8.3.2.

§ 8.3.5 Contractor waives any claim against Owner, Architect, or Construction Manager for the consequences of any delay resulting from directions given or not given by Architect or Construction Manager including scheduling and coordination of the Work or resulting from Architect's preparation of Drawings and Specifications or review of Shop Drawings.

§ 8.3.6 When the Contract Time has been extended, as provided under this Section 8.3, such extension of time shall not be considered as justification for extra compensation to the Contractor for administrative costs or other similar reasons.

§ 8.3.7 The intent of the Contracts is for the Work to follow a logical sequence; however, the Contractor may be required by Architect to temporarily omit or leave out any section of Work, or perform Work out of sequence. All such out-of-sequence Work and come back time to these areas shall be performed at no additional cost to the Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted as set forth in Section 7.1.4.3.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, at least sixty (60) days before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and upon written approval by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, releases of waivers of lien from Subcontractors and suppliers,

certified payroll information in accordance with NYS law, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.

§ 9.3.1.4 The Contractor shall supply with each of its applications for payment any information requested by the Architect, Owner, or Construction Manager such as lien waivers for work performed to date by subcontractors and suppliers.

§ 9.3.1.5 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance for that major portion of the Work. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed, including close-out documentation/items and work, and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work, no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of all liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the project site and any improvements thereon, payments due the Contractor or any portion of the property of the Owner, including but not limited to the public fund in connection with the Work (referred to collectively as liens in Section 9.3.3). The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings and reimburse Owner for all legal fees and costs incurred by Owner in connection with any such actual or threatened action, lawsuit or proceeding.

§ 9.3.5 The Owner shall release any payments withheld due to a lien or a claim of 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 than One Hundred Ten percent (110%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of

any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§9.3.6 The Contractor agrees to waive any right which it may have to assert a mechanic's or other lien against the Project site and any improvements thereon or the public fund created in connection with the Project, including, without limit, the Work itself. Furthermore, the Contractor will cause a similar provision, waiving any right to a mechanic's or other lien against the property, to be included in all of its subcontracts, any subcontracts and all contracts with material suppliers. Upon execution of the Agreement, the Contractor shall also execute the waiver of lien attached to the Agreement and made a part thereof as an Exhibit.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to comply with applicable federal, state or local law or regulations, including but not limited to laws requiring the delivery of certified payrolls to the Owner.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment. Payments made by the Owner to any Subcontractor of the Contractor under this Article 9 shall be deemed to be payments made to the Contractor for the purposes of this Contract.

§9.5.5 Notwithstanding anything above to the contrary, the Owner has the right to withhold payment to protect itself against damages incurred or which may be incurred as the result of the Contractor's breach of Contract or negligence, including, but not limited to, the items set forth in Section 9.5.1.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid and charge any costs or expenses, including but not limited to attorneys' fees and disbursements, incurred by the Owner as a result of the Contractor's failure to furnish such evidence. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or Furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained Herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. This Section 9.7 shall not apply to the extent that the Contractor owes the Owner any amount pursuant to the indemnification or other provisions of the Contract Documents, or the Owner is required to incur any cost or expense to purchase additional insurance or pay premiums for the Contractor's insurance as a result of a failure of the Contractor to obtain or maintain insurance meeting the requirements set forth in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings and Specifications so the Owner can occupy or utilize the entire Project (or such portion thereof as Owner earlier elects to occupy or utilize) for the uses for which it is intended. Substantial Completion shall not be deemed to exist until the Owner receives a Certificate of Occupancy for the Project (or such portion as elected by Owner) if such Certificate of Occupancy is required, and any other permits, approvals, licenses and any other documents from governmental authorities having jurisdiction therefore necessary for the beneficial occupancy of the project and the Contractor, Architect and Owner have agreed upon a schedule to provide the Owner with all as built drawings, operating manuals and warranties. Warranties called for by the Agreement or by the Drawings and Specifications shall commence on the date of Substantial Completion of the Project or designated portion thereof, or any later date that the parties agree. This date shall be established by a Certificate of Substantial Completion signed by the Owner, Architect and Contractor and shall state their respective responsibilities for security, maintenance, heat utilities, damage to the Work and insurance. This Certificate shall also list the items to be completed or corrected together with a price for each item and a time for their completion and correction.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive written list of items to be completed or corrected which shall identify all non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any such Work prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The two (2) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm all open punch list items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, and upon the Owner's receipt of the consent of surety with respect to any bond furnished by the Contractor pursuant to the Agreement, the Owner shall promptly pay that portion of the Contract Sum not yet paid less an amount equal to two (2) times the value of any items of Work remaining to be completed and two (2) times the amount necessary to satisfy any claims, liens, or judgments against the Contractor that have not been discharged.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and 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 Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents and shall not constitute substantial completion.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, or any other person for whom the Contractor shall be responsible, or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the

Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 In the event the Contractor does not achieve final completion within thirty (30) days after the date of substantial completion, allowing for any approved extensions of the contract time, Contractor shall not be entitled to any further payment and Contractor hereby agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§9.11 Retainage

§9.11.1 Applications for Payment shall include a retainage amount of not less than five percent (5%) of the value of the completed work. Reduction of retainage shall only be approved upon completion of the Work and when authorized by the Owner in writing.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, the Contractor's Subcontractors or Sub-subcontractors, when appropriate using coverings and other protective measures sufficient to insure the integrity and security of the Work and such materials and equipment;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss, including but not limited to all infectious disease exposure precautions. The Contractor represents and warrants to the Owner that its services and compensation set forth herein contemplate compliance with all of the Owner's policies and procedures and all current and reasonably foreseeable federal, state

and local orders, regulations, and guidance related to limiting the spread of the COVID-19 virus, including but not limited to regulations and guidance from the NYS Education Department and the NYS Department of Health. Accordingly, the Contractor hereby waives any claim for an increase in compensation or a change to the Substantial Completion date due to said compliance.

§ 10.2.2.1 The Contractor acknowledges that certain applicable laws, including, but not limited to, Sections 240 and 241 of New York State Labor Law, may impose liability on the Owner for injuries to persons employed by the Contractor or by its Subcontractors or Sub-subcontractors. As between the Owner and the Contractor (or any of the Contractor's Subcontractors or Sub-subcontractors or any persons for which any of them shall be responsible), the Contractor shall be solely responsible for compliance with all such laws to the extent they pertain to the safety or protection of persons on the Project site or performing the Work. Any claim, charge, penalty or cause of action arising out of or on account of any such law shall be subject to Section 3.18.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 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 and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly replaced by the Contractor.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding seven (7) calendar days after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter.

§10.2.9 The Contractor shall promptly report in writing to the Owner, Architect, and Construction Manager, all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of 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 and the Architect.

§10.2.10 The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect its usefulness, the Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements.

§10.2.11 The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities, or by its Subcontractors or Sub-subcontractors under this Agreement.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Contractor shall take all reasonable precautions and measures to prevent any further contamination of the Project site or the Work by hazardous materials or substances it encounters and to prevent the further spread or disturbance of such materials or substances.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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 (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.4 Emergencies

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. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and one to which the Owner has no reasonable objection, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by 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:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18;
- .9 Where the Contract or Subcontract involves asbestos, the insurance required by Section 11.1 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time period and if there is a limitation, it will be at the Owner's discretion to accept or reject the limitation; and
- .10 Insurance must remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.
- .11 Contractor agrees to indemnify the Owner for all applicable deductibles and self-insurance retentions.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. All liability insurance shall be written on an occurrence basis with the Contractor's insurance as primary and the Owner's policies as excess and noncontributory. 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 and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 If there is a lapse in the Contractor's required insurance through cancellation, expiration, failure to renew, or any other cause, the Contractor shall stop performing Work until it is once again in compliance with this Article. The Contractor shall have no claim against the Owner and shall not be entitled to any adjustment in the Contract Time or the Contract Sum as a result of any resulting delays. At its sole option, the Owner shall be permitted to pay the amount of any premium due for a policy of insurance required to be maintained by the Contractor under the Contract Documents or take such other action as may be necessary to prevent a lapse of coverage under any such policy and deduct the amount paid by the Owner from any amounts to be paid or to become payable to Contractor under the Contract Documents.

§ 11.1.2.2 The Contractor shall include coverage for its Subcontractors in its liability insurance policies or submit evidence that each of its Subcontractors has obtained and is maintaining insurance coverage in the amount and of the types required of the Contractor by this Article before such Subcontractor commences any portion of the Work or enters onto the Project site. The Contractor shall not permit any Subcontractor to enter upon or continue the performance of the Work unless such Subcontractor maintains insurance coverage of the types and in the amounts described in this Article.

§ 11.1.3 Each certificate of insurance must describe the services to be provided by Contractor, be acceptable to the Owner, and shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work; and thereafter upon renewal or replacement of each required policy of insurance. The certificates and the insurance policies required by this Section 11.1 shall contain a provision that

coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.1.3.1 Along with the submission of certificates of insurance, the Contractor shall include written disclosure of any prior and/or pending claims against the submitted policies. In addition, the Contractor shall immediately disclose to Owner in writing, any subsequent claims against the policies.

§ 11.1.3.2 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 NY 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form – additional details must be provided in writing.

§ 11.1.4 Each Contractor shall maintain the following insurance for the duration of this Agreement and shall maintain Products and Completed Operations insurance coverage in effect for a period of two (2) years after Final Completion of the Work to be performed under the Contract Documents.

§11.1.4.1 Comprehensive General Liability Insurance naming the Owner, Architect and Construction Manager as an Additional Insured, containing an Additional Insured Endorsement, and a Waiver of Subrogation Endorsement. The additional insured coverage shall be primary and a non-contributory on a follow form basis to any of the Owner's, Architect's and Construction Manager's insurance policies and shall apply to both ongoing and completed operations on a per project and per location basis:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000
Medical Expense	\$10,000

Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the General Liability coverage form CG00010 1/96 in connection with work to be completed by the Contractor and all subcontractors and consultants, with the Owner, Architect and Construction Manager named as an Additional Insured. Coverage must be provided on a per project, per location basis.

All property damage insurance shall include coverage for explosion, collapse and underground operations.

§11.1.4.2 Commercial Automobile Liability Insurance covering owned and rented vehicles operated by the Contractor with policy limits of not less than one million (\$1,000,000) combined single limit and aggregate for bodily injury and property damage. Including Bodily Injury and Property Damage for the operation of Any Auto (Symbol 1) used in connection with Work to be completed by the Contractor and all subcontractors and consultants, with the Owner, Architect, and Construction Manager named as an Additional Insureds with Endorsement attached.

§11.1.4.3 Umbrella/Excess Liability Insurance:

\$5 million each Occurrence and Aggregate for general construction and no work at elevation (1 story - 10 feet) or project values less than or equal to \$1,000,000.

\$10 million 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 over the Auto Liability and General Liability

coverages.

The Umbrella Liability Insurance coverage shall provide additional limits of liability coverage over and above the General Liability and Automobile Liability coverages required by this Agreement on a follow-form basis with the Owner, Architect, and Construction Manager named as an Additional Insured with Endorsement attached.

§11.1.4.4 Worker's Compensation Insurance covering the obligations of the Contractor in accordance with applicable law at statutory limits and Employer's Liability Insurance with a policy limit of not less than required by applicable law, covering all operations under this Agreement, whether performed by the Contractor, its subcontractors or consultants, containing a Blanket Waiver of Subrogation Endorsement.

Statutory Workers' Compensation (C-105.2 or U-26.3); 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.

§11.1.4.5 Owner's Contractor's Protective (OCP) Liability Insurance with the Owner listed as the Named Insured:

For projects less than or equal to \$1,000,000 and work on 1 story (10 feet) only;
\$1 million per occurrence, \$2 million aggregate with the District/BOCES as the Named Insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet); \$2 million per occurrence, \$4 million aggregate with the District/BOCES as the Named Insured.

For all projects where General Liability, Auto and Umbrella/Excess Coverage is with non-licensed and non-admitted carriers in New York State; \$2 million per occurrence, \$4 million aggregate with the District/BOCES as the named Insured.

The District/BOCES will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

In addition, the Contractor shall provide property damage insurance on a builder's risk "all risk" or equivalent policy form in the amount of the initial contract sum plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis without optional deductibles. The form of the policy shall be Completed Value. The policy deductible must be no greater than \$5,000 per occurrence.

§11.1.4.6 Contractor shall provide Contractor's Pollution Liability Coverage naming the Owner as an Additional Insured, in the amount of \$2,000,000 for Each Occurrence.

§11.1.4.7 The Contractor shall provide to the Owner for each of the insurance coverages required herein one original or one certified copy of the original policy of insurance, including all endorsements, plus one certificate of insurance on ACCORD Form 25S accompanied by AIA Form G715, with a brief description of the project or service. The policies and certificates shall show the Owner, the Architect, and the Construction Manager as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, and the Owner as the Named Insured on the Owner's Protective Liability Insurance policy. All such insurance shall be written without expense to the Owner by an insurance company authorized to provide insurance in the State of New York with an AM Best rating of A- or better, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Contractor, its subcontractors and consultants, and the Owner, the Architect and the Construction Manager from liability for claims for personal injury, death and property damage which may arise from performance under the Contract Documents.

§11.1.4.7.1 At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover the insured in the event of a claim.

§11.1.4.7.2 At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that the insurance: (1) applies to all operations of the Contractor in

connection with the Work to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Contractor and the Owner has been executed; and (3) is written in accordance with the company's regular policies and endorsements.

§ 11.1.4.7.3 Each policy must provide the Owner thirty (30) days advance written notice prior to cancellation, a reduction in coverage, and/or non-renewal of the policy.

§ 11.1.4.7.4 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner and its bonding company, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.4.8 Additional Requirements Asbestos, Lead Abatement and/or Hazardous Materials

§ 11.1.4.8.1 Asbestos/Lead Abatement/Pollution Liability Insurance \$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 maintain pollution liability broadened coverage (ISO Endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

§ 11.1.4.8.2 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 District.

§ 11.2 Waivers of Subrogation

§ 11.2.1 The Contractor waives all rights against (1) Owner and any of its agents, and employees; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.2.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

Subcontractors are subject to the same terms and conditions as stated above and must submit same to the District/BOCES for approval prior to the start of any work.

In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers 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.**

§ 11.3 Owner's Insurance

§ 11.3.1 The Owner may purchase and maintain insurance in its discretion.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor must furnish two (2) executed Surety bonds, each in the amount equal to one hundred (100%) percent of the Contract Sum.

§11.4.1.1 The Performance Bond shall be furnished as security for the faithful performance by the Contractor of all terms and conditions of the Contract Documents.

§11.4.1.2 The Payment Bond shall be furnished as security for the claims of laborers and materials suppliers.

§11.4.1.3 Both bonds shall be made out to the Owner, prepared on a modified AIA Form A312-2010 and submitted by the Contractor to the Owner within ten (10) days of notification that its Bid was accepted.

The Performance Bond shall contain the following modification in §16:

Surety hereby waives notice of and consents to any addition, alteration, omission, change, extension of time, or other modification of the Construction Contract. Such addition, alteration, omission, change, extension of time, or other modification of the Construction Contract, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety from its obligations hereunder. Surety further agrees that it is obligated under this bond to any successor, grantee, or assignee of the Owner.

Surety agrees that in the event of a default by the Owner in the performance of the Owner's obligations to the Contractor under the Construction Contract, the Contractor or Surety shall provide written notice of default to the Owner and the Owner shall have thirty (30) days from 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 the default is such that it can't be cured within thirty (30) days.

Notwithstanding anything to the contrary contained in the Construction Contract between the Contractor and the Owner or herein, no meeting among Owner, Contractor, and Surety, or any combination thereof, is required as a pre-condition to Owner declaring Contractor in default or prior to Owner terminating the Construction Contract with Contractor. Any such requirements contained herein are waived by the Contractor and the Surety and are unenforceable against the Owner.

This Bond includes performance by the Contractor of any correction and/or warranty obligations contained in the Construction Contract, including such performance after the date of Substantial or Final Completion.

This Bond is given as a statutory bond or as required by the Construction Contract and section 13 applies without exception.

The Payment Bond shall contain the following modification in §18:

Surety hereby waives notice of and consents to any addition, alteration, omission, change, extension of time, or other modification of the Construction Contract. Such addition, alteration, omission, change, extension of time, or other modification of the Construction Contract, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety from its obligations hereunder. Surety further agrees that it is obligated under this bond to any successor, grantee, or assignee of the Owner.

Surety agrees that in the event of a default by the Owner in the performance of the Owner's obligations to the Contractor under the Construction Contract, the Contractor or Surety shall provide written notice of default to the Owner and the Owner shall have thirty (30) days from 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 the default is such that it can't be cured within thirty (30) days.

This Bond is given as a statutory bond or as required by the Construction Contract and section 14 applies without exception.

§11.4.1.4 The Surety thereon must be such Surety company or companies as are authorized and licensed to transact business in the State of New York and included on the Department of the Treasury's Listing of Approved Sureties with an underwriting limit of at least \$2,000,000 or the amount of the bond, whichever is higher. Each bond must be properly signed with acknowledgment of the signatures. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. Every bond must display the Surety's Bond Number.

§11.4.1.5 All Bonds shall be maintained in full force for a period of twelve (12) months after the date of the Contractor's acceptance of final payment as guarantee that the Contractor will make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during the period.

§11.4.1.6 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under any bond issued in connection with the Work.

§11.4.1.7 Additional performance and payment bonds may be required by the Owner, in the Owner's discretion, from any Subcontractor whose Subcontract exceeds One Hundred Thousand Dollars (\$100,000.00). The Owner shall pay for any premiums charged for obtaining required Subcontractor bonds by executing a Change Order which shall increase the Contract Sum in an amount equal to such premiums. All such bonds shall be in form and substance satisfactory to the Owner in the Owner's sole judgment.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract or performance under the Contract Documents, the Contractor shall promptly furnish a copy of the bonds and hereby authorizes the Owner to furnish a copy of the bonds.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and may be deducted pursuant to a change directive.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 The Contractor unconditionally warrants the Work and its performance to the Owner. The Contractor shall perform all warranty obligations and responsibilities with respect to the Work. The Contractor, at its sole expense, shall remedy defects due to improper and/or defective workmanship or materials appearing within one (1) year of Final Completion or for such longer period as may be set forth elsewhere in the Contract Documents (the "Correction Period"). Upon Substantial Completion of the Work, the Contractor shall submit to the Owner all written warranties and guaranties from Subcontractors, suppliers, and manufacturers. If a warrant or guaranty delivered to the Owner by a supplier, vendor, or manufacturer shall be available, the Owner will first diligently pursue remedies under such warranty or guaranty before pursuing any remedy against the Contractor pursuant to any

such warranty or guaranty, and the Contractor shall fully cooperate with such efforts. The Contractor acknowledges that its obligations to the Owner under this Section are joint and several during the Correction Period with Subcontractors, suppliers, vendors, and manufacturers for all warranties and guaranties supplied with respect to the Work or any portion thereof. Any notice given to the Contractor by the Owner pertaining to any deficiency in the Work covered by a warranty or guaranty described in this Section shall toll the Correction Period until the deficiency has been corrected, and the Correction Period for all corrected Work shall recommence on the date of correction. The obligations of the Contractor pursuant to this Section shall continue notwithstanding the termination of the Contract or of the Contractor for any reason. The rights and remedies of the Owner pursuant to this Section are in addition to and not in lieu of any rights and remedies that may be available to the Owner under the Contract Documents, including but not limited to Section 2.4 of this Agreement, or applicable law. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and may be deducted pursuant to a change directive.

§ 12.2.2.1.1 Any replacement made under any guarantee required by or included in the Contract Documents, or within one (1) year after the date of substantial completion of the Contract, shall likewise be guaranteed as stipulated above from the date such replacement is accepted by the Owner.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Section 12.2, the one-year Correction Period in connection with the Work requiring correction shall be renewed and recommence.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.3.1 Upon request by the Owner and prior to expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction whether completed or partially completed, of the Owner or separate contractors or other Multiple Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. The obligations shall cover any repair and replacement to any part of the Work or other property caused by the defective Work.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the Correction Period as described in Section 12.2.2.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, 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 the Contractor shall indemnify and save harmless the Owner and all its officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by its employee or agents.

§ 13.1.3 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (I) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by

the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.1.4 The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in the New York State Supreme Court in the County where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole without written consent of the Owner. Any assignment or attempted assignment by the Contractor in violation of the provisions of this Section 13.2.1 shall be void and unenforceable and shall be deemed a material breach of this Agreement.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents 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.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, 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 upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests or inspections where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due in accordance with New York Law.

§13.6 Any material to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials and the right is reserved to reject any material at any time before final acceptance of the work, when in the opinion of the Architect the materials and workmanship do not conform to the Specification requirements.

§13.7 General Provisions

§13.7.1 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, and upon the failure of the Owner to cure the alleged grounds for termination within that seven days, terminate the Contract and recover from the Owner payment for Work properly and acceptably executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 If, in the opinion of the Owner, the Contractor at any time refuses or fails to provide sufficient skilled workers or materials, timely prosecute the Work, is substantially behind schedule, fails to furnish the Owner with satisfactory assurance evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents, make payment to Subcontractors as required by the Contract, by the Contractor's contracts with such third parties, or by applicable law, or comply with any provisions of the Contract Documents, or makes any general assignment for the benefit of creditors, becomes insolvent, makes any filing in any proceeding in bankruptcy, has any involuntary proceeding in bankruptcy commenced for it, or disregards applicable laws, rules, and regulations or Project-specific instructions of the Owner, the Owner may, without prejudice to any other rights or remedies it may have: (a) take reasonable steps to remedy the condition, in which case the Contractor shall be liable to the Owner for the direct and indirect costs. The costs incurred by the Owner in connection with retaining a replacement contractor (on a contingency basis or otherwise) are in addition to any other costs incurred by Owner to remedy the condition (including, without limitation, reasonable legal fees and disbursements) incurred by the Owner

in taking such steps; or (b) terminate the Contract. In either event, the Owner may enter the Project site, take possession of all Work and all materials and equipment of the Contractor, require the Contractor to assign to the Owner any or all of its subcontracts and contracts or purchase orders pertaining to the Project or the Work, and complete the Work by itself, through others, or by whatever method or methods the Owner may deem appropriate. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the Work is fully completed and accepted by the Owner. Any payment then made shall be limited to Work fully performed by the Contractor in accordance with the Contract Documents up to the date of termination, less any charges or other amounts owed by the Contractor to the Owner. If the amount paid by the Owner for completing the Work exceeds the unpaid balance of the Contract Sum, then the Contractor shall pay the Owner the difference within five (5) business days following demand therefor by the Owner. The Contractor shall, in addition, pay all of the Owner's costs of collection, including, without limitation, reasonable legal fees and disbursements. The Contractor's obligations hereunder shall survive the termination of the Contract for any reason.

§ 14.2.2

If the Owner is subsequently determined in any binding dispute resolution proceeding to have improperly or wrongfully exercised its rights under Section 14.2, the Contractor shall be deemed to have been terminated at the Owner's convenience and shall be compensated accordingly.

§ 14.2.3 The Contractor hereby constitutes and appoints the Owner its true and lawful attorney in fact to execute and deliver all instruments and documents and take all such other actions on behalf of the Contractor as the Owner may deem necessary or convenient to the effectuation of the purposes and transactions described in this Article 14 from and after the Owner's termination of the Contract as permitted by this Article 14. Nothing in this Section 14.2.3 and no exercise or assertion by the Owner of any of the authority granted hereunder shall be deemed to relieve the Contractor of any liability or obligation to the Owner under the Contract Documents or otherwise.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.3.3 In the event the Owner terminates the contract pursuant to this provision, the Contractor shall be paid for Work performed in accordance with this Contract as certified by the Architect and Owner's Consultant, and Contractor shall be entitled to no other payment and shall make no claim for damages.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable pro rata portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination and for any other reasonable costs incurred before

the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner may, but is not required to, refer a claim to the Construction Manager and or the Architect for their review and assistance.

§ 15.1.2 Notice of Claims. Claims by the Contractor must be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor should have been aware of the condition giving rise to the Claim, whichever is later. The notice requirements set forth in this Agreement dealing with Claims and Disputes are in addition to and not a substitution or replacement of any and all notice requirements contained in applicable law.

§ 15.1.2.1 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 The Contractor may submit a Claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in Section 15.1.2 and elsewhere;
- .2 Failure by the Contractor to furnish the required Claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such Claim.
- .3 Contractor shall furnish three (3) certified copies of the required Claim documentation, with a copy submitted to the Owner, Architect, and Construction Manager. The Claim documentation shall be complete when furnished. The evaluation of the Contractor's Claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished Claim documentation.
- .4 Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. general introduction;
 - b. general background discussion
 - c. issues
 - i. index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built), along with computer disks of all schedules related to the Claim;
 - e. productivity exhibits (if appropriate); and
 - f. summary of issues and damages.
- .5 Supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, Shop Drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- .6 Supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records;

purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's Claims.

- .7 Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided Herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. Claims for additional compensation relating to Contractor's non-compliance with its representations and warranties in this Contract will not be allowed.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided Herein shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Claims for an extension of time relating to Contractor's non-compliance with its representations and warranties in this Contract will not be allowed.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential Damages. The Contractor waives all Claims for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to:

- .1 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit; and
- .2 all consequential damages incurred by the Contractor as a result of Owner's termination in accordance with Article 14.

§ 15.2 Initial Decision

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a

response to the requested supporting data, or (2) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 are subject to mediation upon mutual agreement of the parties.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of this Agreement. However, the American Arbitration Association will not be involved in the mediation unless the parties mutually agree. A request for mediation shall be made in writing, delivered to the other party to the Contract. The parties shall select a mutually acceptable mediator. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Litigation

If for any reason the Claim or dispute is not resolved by the mediation or the parties fail to agree on mediation as a dispute resolution process, then the Claim or dispute shall be resolved in New York State Supreme Court in the County where the Project is located. The Owner shall be entitled to recover its reasonable attorney's fees and costs if it prevails in the litigation. The Owner and the Contractor consent to exclusive jurisdiction of the New York State Supreme Court with jurisdiction over the County in which the Project is located and waive any and all objections to the jurisdiction of such court.

§15.5 SAVING CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

ARTICLE 16 PROVISIONS REQUIRED BY LAW

§ 16.1 PROVISIONS DEEMED INSERTED

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User Notes:

(1245263727)

Each and every provision or obligation required by law and/or required to be inserted in the Contract shall be deemed to be inserted Herein and the Contract shall be read and enforced as though it were included Herein and in the event any such provision is not inserted or is not correctly inserted then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

§ 16.2 MINIMUM RATE OF WAGE AND SUPPLEMENT

- 16.2.1** The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the New York State Department of Labor, Bureau of Public Works and any redetermination 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 redetermination and shall form a part of these Contract Documents.
- 16.2.2** The minimum hourly supplement to be paid shall be in accordance with the prevailing practices in the locality where the work is located and shall be not less than that designated by the Industrial Commissioner. Supplements as defined in Section 220 of the Labor Law, as amended, means all remuneration for employees paid in any medium other than cash or reimbursements for expenses or any payments which are not wages within the meaning of the law, including, but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.
- 16.2.3** The Contract shall be forfeited by a Contractor and he shall not be entitled to receive any sum of money for any work performed hereunder on his or her second conviction for willfully paying less than the stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, as amended, or the stipulated minimum hourly wage scale (including supplements) as provided in the Labor Law, Section 220-d, as amended.

§ 16.3 APPRENTICES

Where required by law apprentices must be registered, individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his or her work force on any job under the registered program. Any employee, who is not registered as above, shall be paid the prevailing wage rate for the classification of work he actually performed. The contractor or subcontractor will be required to furnish written evidence of the registration of his or her program and apprentices as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work. (See Section 220.3-e).

§ 16.4 ASSIGNMENT OF PUBLIC CONTRACTS

As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of his or her right title, or interest therein, or his or her power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the Contract. If any Contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his or her right, title or interest therein, or his or her power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his or her assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his or her employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his or her creditors made pursuant to the laws of this state.”



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Lowville Academy
Donna Lahey, Construction Administrator
MARCH Associates
258 Genesee Street
Suite 300
Utica NY 13502

Schedule Year 2023 through 2024
Date Requested 05/10/2023
PRC# 2023005443

Location Lowville Academy
Project ID# 2194
Project Type "Protecting Our Future" Capital Project at Academy School and Bus Garage - Reconstruction

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 Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. 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 12226

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 NYS DOL 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

Lowville Academy
Donna Lahey, Construction Administrator
MARCH Associates
258 Genesee Street
Suite 300
Utica NY 13502

Schedule Year 2023 through 2024
Date Requested 05/10/2023
PRC# 2023005443

Location Lowville Academy
Project ID# 2194
Project Type "Protecting Our Future" Capital Project at Academy School and Bus Garage - Reconstruction

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

Lewis County General Construction

Boilermaker **12/01/2023**

JOB DESCRIPTION Boilermaker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2023	01/01/2024
Boilermaker	\$ 36.98	\$ 37.98

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyman	\$ 26.31*	\$ 26.62*
	+ 1.48	+ 1.48

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

\$ 19.58*	\$ 19.58*	\$ 20.54*	\$ 21.49*	\$ 22.44*	\$ 23.42*	\$ 24.40*	\$ 25.35*
+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48

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

6-175

Carpenter - Building **12/01/2023**

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Jefferson, Lewis, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Carpenter	\$ 30.50	\$ 1.00	\$ 1.00
Floor Coverer	30.50	1.00	1.00
Carpet Layer	30.50	1.00	1.00
Drywall	30.50	1.00	1.00
Diver - Wet Day	61.25	--	--
Diver - Dry Day	31.50	1.00	1.00
Dive Tender	31.50	1.00	1.00

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyman's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the Journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
 - 0' to 80' no additional fee
 - 81' to 100' additional \$.50 per foot

- 101' to 150' additional \$0.75 per foot
- 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.56*

*NOTE: For work performed inside the secure area of Nuclear Power Plants - benefits calculated at same premium as shown for overtime(per hour paid).

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

CARPENTER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour**:

\$ 12.55	\$ 12.56	\$ 15.16	\$ 15.16
----------	----------	----------	----------

PILEDRIIVER/DOCK BUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's base wage):

1st	2nd	3rd	4th
65%*	70%*	75%*	80%*

*Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour**:

\$ 12.55	\$ 12.56	\$ 15.16	\$ 15.16
----------	----------	----------	----------

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour**:

\$ 12.55	\$ 12.56	\$ 15.16	\$ 15.16
----------	----------	----------	----------

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

** For work performed inside the secure area of Nuclear Power Plants - benefits calculated at same premium as shown for overtime(per hour paid).

6-277 JLS

Carpenter - Building / Heavy&Highway **12/01/2023**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT 2**

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2023	07/01/2024
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 34.48	\$ 2.25*

*To be allocated at a later date

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.30

OVERTIME PAY

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

HOLIDAY

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

Carpenter - Heavy&Highway **12/01/2023**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT 2**

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2023	05/01/2024
		Additional
Carpenter	\$ 35.78	\$ 2.75*
Piledriver	35.78	2.75*
Diver-Wet Day	60.78	2.75*
Diver-Dry Day	36.78	2.75*

Diver-Tender 36.78 2.75*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

\$ 17.56	\$ 18.04	\$ 20.01	\$ 20.49	\$ 20.97
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PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

\$ 17.56	\$ 18.04	\$ 20.49	\$ 20.97
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

Electrician **12/01/2023**

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/2023	04/01/2024	04/01/2025	04/01/2026
		Additional	Additional	Additional
Electrician	\$ 40.50	\$ 3.00*	\$ 2.75*	\$ 2.60*
Teledata	40.50	3.00*	2.75*	2.60*
Welder	42.50	3.00*	2.75*	2.60*

* To be allocated at a later date.

NOTE: Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.
- Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

SHIFT WORK: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED BETWEEN THE HOURS LISTED BELOW. THE EMPLOYER MAY BE PERMITTED TO ADJUST THE STARTING HOURS OF THE SHIFT BY UP TO TWO (2) HOURS IF REQUIRED BY THE AGENCY. IF A SHIFT BEGINS OUTSIDE OF THE STATED SHIFT HOURS, THE RATE PAID WOULD BE DETERMINED BY WHAT SHIFT THE MAJORITY OF HOURS WERE WORKED.

1st shift:	8:00 AM to 4:30 PM	Regular wage rate
2nd shift:	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 23.13 plus
Journeyman	5.75% of hourly wage paid*

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: 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) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyman's wage.

	1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
	45%	50%	55%	60%	70%	80%
Electrician	\$18.23	\$20.25	\$22.28	\$24.30	\$28.35	\$32.40
Tunnel	\$19.73	\$21.75	\$23.78	\$25.80	\$29.85	\$33.90

SUPPLEMENTAL BENEFITS per hour:

1st & 2nd term \$ 11.17*

All other terms \$ 23.13*

* PLUS 5.75% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

Elevator Constructor **12/01/2023**

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2023	01/01/2024	01/01/2025	01/01/2026
Elevator Constructor	\$ 53.69	\$ 56.02	\$ 58.455	\$ 61.003
Helper	37.58	39.21	40.92	42.70

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 37.335*	\$ 37.885*	\$ 38.435*	\$ 38.985*
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*NOTE - add 6% of regular hourly rate for all hours worked. Add 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 a 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: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6 months	6-12 months	2nd year	3rd year	4th year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyman.

6-62.1

Glazier **12/01/2023**

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

WAGES

Per hour: 07/01/2023

Glazier	\$ 28.05
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** NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.20

OVERTIME PAY

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

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms

Appr. 1st term: \$ 17.50

Appr. 2nd term: 18.50

Appr. 3rd term: 19.50

Appr. 4th term: 20.50

Appr. 5th term: 21.50

Appr. 6th term: 22.50

Appr. 7th term: 23.50

Appr. 8th term: 24.50

Supplemental Benefits per hour:

Appr. 1st term \$ 13.90

Appr. 2nd term 13.90

Appr. 3rd term 19.90

Appr. 4th term 19.90

Appr. 5th term 20.90

Appr. 6th term 20.90

Appr. 7th term 21.90

Appr. 8th term 21.90

5-677.1

Insulator - Heat & Frost

12/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2023

Asbestos Installer \$ 38.50

Insulation Installer 38.50

(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT \$ 38.50

2ND SHIFT 44.27

3RD SHIFT 46.20

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.09

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%
\$ 23.10	\$ 26.95	\$ 30.80	\$ 34.65

SUPPLEMENTAL BENEFITS per hour:

\$ 22.59	\$ 22.59	\$ 25.09	\$ 25.09
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6-30-Syracuse

Ironworker

12/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and Village of Cooperstown.

WAGES

Per hour: 07/01/2023

Structural/Reinforcing	\$ 32.00
Mach. Mover/Ornamental	32.00
Stone Derrickman	32.00
Chain Link Fence	32.00
Sheeter Ironworker	32.00
Pre-Engineered Building	32.00
Window Erector	32.00
Precast Erector	32.00
Welder	32.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 31.25

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 19.50
1501-3000hrs	21.50
3001-4500hrs	23.50
4501-6000hrs	25.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs \$ 13.03

1501-3000hrs	21.30
3001-4500hrs	22.48
4501-6000hrs	23.66

7-440

Laborer - Building

12/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Group #1: All Laborers (except as otherwise noted below).
 Group #2: Hazardous Waste & Asbestos removal.
 Group #3: Wind & Solar Worker*.

Wages per hour:

	07/01/2023	07/01/2024
Building Laborer:		Additional
Group # 1	\$ 27.03	\$ 1.25
Group # 2	28.53	1.25
Group # 3	27.53	1.25

NOTE: Building Laborer rates also apply on any masonry-type construction (block or brick with mortar), and on parking garages.

* Applies when performing delivery handling and site readiness for all solar panels and wind turbines, whether on land or water. Not applicable to the installation /assembly of solar photovoltaic panels or racking.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.75

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour:

(1000 Hour) terms at the following percentages of Journeyman's wage:

to 1000	to 2000	to 3000	to 4000
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman.

7-1822

Laborer - Heavy&Highway

12/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Franklin, Jefferson, Lewis, St. Lawrence

WAGES

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour:	07/01/2023	07/01/2024 Additional
GROUP A	\$ 31.07	\$ 2.50
GROUP B	31.27	2.50
GROUP C	31.47	2.50
GROUP D	31.67	2.50
GROUP E	34.27	2.50

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour. Night work, when mandated by DOT shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. If a holiday falls on Sunday, it will be celebrated on Monday. Employees who work a Sunday holiday shall be paid double time. Employees who work on Monday shall be paid double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journeyman's GROUP B wage.

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman.

7-1822/2h(2)

Laborer - Tunnel

12/01/2023

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Franklin, Jefferson, Lewis, St. Lawrence

WAGES

GROUP A: General Laborer.

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all shaft work, Caisson Work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to Nozzle, Bit Grinder, Signal Man (top and bottom), Concrete men, Shield-driven tunnels, Mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous Waste Work on a State and or Federally designated waste site, and where relevant regulations require employees to use personal protection.

Per hour:	07/01/2023	07/01/2024 Additional
GROUP A	\$ 34.25	\$ 2.50
GROUP B	34.45	2.50
GROUP C	37.25	2.50

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journeyman's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman.

7-1822T(2)

Lineman Electrician

12/01/2023

JOB DESCRIPTION Lineman Electrician

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, Wyoming, Yates

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.

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 applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder, Pipe Type Cable	60.27	61.85

Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

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

NOTE: 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 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 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 all emergency work designated by the Dept. of Jurisdiction.
 NOTE: 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 Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249a

Lineman Electrician - Teledata

12/01/2023

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).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 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.

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

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70	\$ 5.70	\$ 5.70
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly 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

NOTE: 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 **12/01/2023**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

ENTIRE COUNTIES

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

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.

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.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96
Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	29.59	30.32

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.

NOTE: 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%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

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

07/01/2023 05/06/2024

Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 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) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: 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 Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2023	05/06/2024
	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

12/01/2023

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

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, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	12/31/2023
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Journeyman	\$ 10.48	\$ 10.48
	*plus 4.5% of the hourly wage paid	*plus 4.5% of the hourly wage paid

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

OVERTIME PAY

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

NOTE: 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, 15) on HOLIDAY PAGE

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

12/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour 07/01/2023

Tile/Marble/Terrazzo

Setter \$ 34.60

Finisher 27.52

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setters \$ 19.71

Journeyman Finishers 19.06

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finisher;

1st term 500 HOURS	70%
2ND term 1000 HOURS	80%

3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term	\$ 12.16
3rd & 4th Term	15.93
5th Term	17.82
6th Term	19.71

Finishers:

1st & 2nd Term	\$ 11.57
All others	15.31

12-2TS.2

Mason - Building

12/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin
 Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour 07/01/2023

Bricklayer/Blocker	\$ 38.44
Cement Mason(Bldg)	38.44
Plasterer/Fireproofing*	38.84
Stone Mason	38.84
Concrete Cutter	38.84
Pointer/Caulker/Cleaner	38.84

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*Fireproofing on Structural only.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 21.18
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked:

All Terms	\$21.18
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12-2b.2

Mason - Building **12/01/2023**

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Jefferson

PARTIAL COUNTIES

Lewis: The townships of Diana, Croghan, Denmark, Pickney, Harrisburg, Lowville, New Breman, Watson, Martinsburg, Montague, Highmarket, & Greig

WAGES

Per hour 07/01/2023

Bricklayer/Blocker	\$ 37.89
Cement Mason(Bldg)	37.89
Plasterer/Fireproofing*	37.89
Stone Mason	37.89
Concrete Cutter	37.89
Pointer/Caulker/Cleaner	37.89

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*Fireproofing on Structural only.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.15

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms \$ 23.15

12-2b.5

Mason - Heavy&Highway **12/01/2023**

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour 07/01/2023

Mason & Bricklayer	\$ 41.46
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Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 21.98

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.38
All Other	21.98

12-2hh.1

Millwright

12/01/2023

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Millwright - Power Generation	\$ 43.05	\$ 2.50	\$2.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 27.40*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

Millwright	12/01/2023
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JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Building	\$ 34.32	\$ 3.00*	\$ 3.00*
Heavy & Highway	37.32	3.50*	3.00

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 25.59
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OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.74
2nd term	21.44
3rd term	22.82
4th term	24.21

2-1163.2

Operating Engineer - Building

12/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: Cranes, All types (A1 Includes Boom Truck, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane, Truck Crane, Whirlies)

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour: Building	07/01/2023	07/01/2024	07/01/2025
Class A1*	\$ 45.75	\$ 47.62	\$ 49.61
Class A	44.25	46.12	48.11
Class B	42.13	44.00	45.99
Class C	37.91	39.78	41.77

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:

All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
 All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
 All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
 All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
 All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
 All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
 All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 29.91	\$ 31.02	\$ 32.12
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyman's CLASS A wage:

1st year	60%
2nd year	65%
3rd year	70%
4th year	80%

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour:

	07/01/2023	07/01/2024	07/01/2025
All Terms:	\$ 29.85	\$ 30.95	\$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway

12/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1*: Cranes, All types (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Crane (including self erecting), Truck Crane)

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated);Blacktop Roller; Cableway; Bull Dozer being operated with active GPS; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors**; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors**; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators**; Grout Pump; Guniting Machine; Hammers (hydraulic self-propelled); Heaters**; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants**; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps**; Revinus Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar, including all attachments); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines**; Well Point

**CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: H/H	07/01/2023	07/01/2024	07/01/2025
CLASS A1*	\$ 54.30	\$ 56.51	\$ 58.85
CLASS A	51.30	53.51	55.85
CLASS B	50.42	52.63	54.97
CLASS C	47.14	49.35	51.69

(*) TONNAGE PREMIUMS:

- All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
- All cranes 111 ton to 199 ton capacity- A1 rate plus \$ 2.00
- All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
- All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
- All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
- All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
- All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

- Cranes in Luffer Configuration - A1 rate plus \$ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus \$ 5.00

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	07/01/2024	07/01/2025
Journeyman	\$ 31.35	\$ 32.45	\$ 33.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyman's CLASS B wage.

1st term	60%
2nd term	70%
3rd term	80%
4th Term	90%

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545h

Operating Engineer - Survey Crew

12/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.90
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OVERTIME PAY

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

*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

12/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.90

OVERTIME PAY

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

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

12/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:

\$ 24.20	\$ 25.05	\$ 25.90
+ 9.60*	+ 9.85*	+ 10.10*

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

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter

12/01/2023

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the townships of Diana, Croghan, New Bremen, Watson, Greig, Martinsburg, Lowville, Denmark, Harrisburg, Montague, and Pinckney.

WAGES

Per hour:	07/01/2023	05/01/2024
Painter/Decorator**	\$ 26.92	Additional \$ 1.71*
Taper/Drywall Finisher Paper Hanging/Wallcoverings	\$ 27.42	\$ 1.96*

*To be allocated at a later date.

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

**Steel, hazardous work, working with picks, bosun chair, window jacks, swing stage, safety belts, spray painting, parking lot and highway striping, steam cleaning, sandblasting, safe-way staging over fifteen (15) feet in height, any chemicals or epoxy applications, hydro water blasting, steeplejack work, two (2) component block filler, encapsulation or abatement of lead or asbestos, and metalizing

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 25.22
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OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

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

NOTE: A holiday that falls on a Sunday will be celebrated on Monday. A holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator/Wallcovering: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator/Wallcovering:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-38.W

Painter

12/01/2023

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2023	05/01/2024 Additional
Basic Rate (Brush & Roll)	\$ 26.27	\$ 1.71*
Sign Painting	26.27	1.71*
Lead Based Paint Abatement	26.27	1.71*
Drywall Taper/ Finisher	26.77	1.96*
Wallcovering	26.77	1.96*
Drywall Machine Operator	27.27	1.96*
Spray	26.77	1.71*
Parking Lot, Hwy Striping	26.77	1.71*
Epoxy (Brush-Roller)	26.77	1.71*
Epoxy (Spray)	26.77	1.71*
Sandblasting (Operator)	26.77	1.71*
Boatswain Chair	26.77	1.71*
Swing Scaffold	26.77	1.71*
Structural Steel	26.77	1.71*
(except bridges,tanks,tunnel)		
Coal Tar epoxy	27.77	1.71*
Asbestos Encapsulation	28.47	1.71*

*To be allocated at a later date.

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.82

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Sunday will be celebrated on Monday. A holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-31

Painter

12/01/2023

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2023

Bridge	\$ 42.06
Tunnel	42.06
Tank*	40.06

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.89

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

12/01/2023

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

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

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, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*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 **12/01/2023**

JOB DESCRIPTION Plumber

DISTRICT 6

ENTIRE COUNTIES

Jefferson, St. Lawrence

PARTIAL COUNTIES

Franklin: Only the Village of Hogansburg and the St. Regis Indian Reservation.

Lewis: Entire County with the exception of the Townships of Lyonsdale, West Turin, Leyden and Lewis.

WAGES

Per hour: 07/01/2023

Plumber/Steamfitter \$ 37.22

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage above for a single irregular work shift outside of normal working hours.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.94*

*NOTE: \$ 15.21 of the supplemental benefits are paid at the same premium as shown for the overtime work performed at the energy producing facilities whose primary function is the sale of power or the production of fuel. This also includes semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY

Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double-time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When a holiday falls on a Saturday, the holiday will be observed on the Friday before. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

REGISTERED APPRENTICES

WAGES per hour: (1) year terms at the following percentage of Journeyman's wage.

1st year	2nd year	3rd year	4th year	5th year
50%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st year	\$ 18.89
2nd year	23.40
3rd year	26.11
4th/5th years	27.91

*NOTE: Below is the portion of supplemental benefits paid at overtime premium for work performed at energy producing facilities whose primary function is the sale of power or the production of fuel. This also includes semi-conductor manufacturer and/or fabrication plants.

1st year	\$ 7.61
2nd year	11.41
3rd year	13.69
4th/5th year	15.21

6-81Wtr

Plumber **12/01/2023**

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.
 Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.
 Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.
 Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

Per hour: 07/01/2023

Plumber \$ 41.40
 Steamfitter 41.40

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
3. 3 consecutive work days or more:
 - First Shift - Regular hourly rate.
 - Second Shift - Regular hourly rate plus 12%.
 - Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 14.65
 + 17.10*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

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

*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

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

If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st Term: \$ 14.65
 + 8.10*

All others: \$ 14.65
 + 12.64*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer

12/01/2023

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour:	07/01/2023	06/01/2024
Roofer, Waterproofer	\$ 32.25	Additional \$ 2.00*

Additional per hour:

Green Roofing**	\$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

Irregular Shift(s)*** 4.00

*To be allocated at a later date.

Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

NOTES:

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

***WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman \$ 25.85

Additional contribution 0.75
 on any Asbestos Abatement work

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyman's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:
 Green Roofing** \$ 0.25
 Pitch Removal & Appl. 1.50
 Asbestos Abatement 1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 19.48
2nd term	21.40
3rd term	24.85
4th term	25.85

Additional contribution \$ 0.75
 on any Asbestos Abatement work

6-195

Sheetmetal Worker **12/01/2023**

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2023	05/01/2024
Sheetmetal Worker:		Additional
** (under \$10 million)	\$ 34.25	\$ 1.26*
** (over \$10 million)	\$ 35.25	\$ 1.26*

*To be allocated at a later date.

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%
\$ 15.41	\$ 18.84	\$22.26	\$ 25.69	\$ 29.11

SUPPLEMENTAL BENEFITS per hour:

\$ 13.36	\$ 14.43	\$ 15.49	\$ 17.59	\$ 18.66
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6-58

Sprinkler Fitter **12/01/2023**

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour 07/01/2023

Sprinkler \$ 40.04
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 28.24

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
\$ 19.15	\$ 21.28	\$ 23.16	\$ 25.29	\$ 27.41	\$ 29.54	\$ 31.67	\$ 33.80	\$ 35.93	\$ 38.05

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669

Teamster - Building **12/01/2023**

JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

WAGES

GROUP #1: Fuel Trucks, Fork Lift* (Warehouse Area Only), Warehouse*, Yardman*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics & Batch Trucks.

GROUP #3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP #4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2023

GROUP #1	\$ 26.50
GROUP #2	27.50
GROUP #3	27.60
GROUP #4	26.76

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

7-687B

Teamster - Building

12/01/2023

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

07/01/2023 07/01/2024

Group A	\$ 28.24	\$ 31.44
Group B	28.54	31.74

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 27.74 \$ 28.58

OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway

12/01/2023

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen,Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP #1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Truck Tiremen, Mechanics Helpers/Parts Chasers, Fork Lift* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2023

GROUP #1 \$ 28.59

GROUP #2 28.81

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.39

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

Teamster - Heavy&Highway

12/01/2023

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2023	07/01/2024
Group #1	\$ 37.59	\$ 39.75
Group #2	37.65	39.81
Group #3	37.74	39.90
Group #4	37.87	40.03
Group #5	38.03	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.13	\$28.97
+\$1.00 per* hour worked	+\$1.00 per* hour worked

(*) not applicable to paid holidays

OVERTIME PAY

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

HOLIDAY

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

1-294h/h

Welder

12/01/2023

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 07/01/2023

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 where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 11/22/2023

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	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
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 F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
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	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
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	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
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	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028

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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
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
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		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
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		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
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		GABRIEL FRASSETTI			04/10/2019	04/10/2024
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	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
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		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024

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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	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	10/25/2022	10/25/2027
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	10/25/2022	10/25/2027
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		JON E DEYOUNG		261 MILL RD P.O BOX 296 EAST AURORA NY 14052	05/29/2019	05/29/2024
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

NYSDOL Bureau of Public Work Debarment List 11/22/2023

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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	*****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		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		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	*****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	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	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	NYC		MAREK FABIJANOWSKI	50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE	84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE	4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION	704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
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

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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
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
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 CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN 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		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	*****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 BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
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	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
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 RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE 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

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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	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVAJA		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	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
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	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
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		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
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 CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025

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DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
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		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SECTION 01 10 00

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- Exhibit B – Main Campus Phasing Plan
- Exhibit C – Bostwick Street Overview
- Exhibit D – Pre-Task Plan and Daily Construction Report Procedures

1.0 DEFINITIONS

- 1.1 The terms “Prime Contractor”, “Contractor” or “Subcontractor” shall mean the entity, which has contracted to perform a portion of the work; the successful bidder to whom the contract has been awarded from the Owner.
- 1.2 The term “sub-subcontractor” or “sub-tiers” shall mean anyone hired by a contractor or subcontractor to furnish labor or material to perform a portion(s) of their contracted work. Sub-subcontractors do not hold direct contracts with the Owner.
- 1.3 “Furnish” – Purchase and deliver to the project site complete with every necessary accessory and support, as well as any surcharges as may be required to assure that purchased items are free of all liens, claims or encumbrances.
- 1.4 “Install” – Unload at the delivery point at the site and perform every operation necessary to establish secure mounting and correct operation at the proper location in the project, all as part of the work.
- 1.5 “Provide” - Furnish and install.
- 1.6 “Contract Documents” shall mean and include the executed contract agreement with the Owner, together with all documents referred to therein; the plans, specifications, drawings, and all clarifications, modifications, and addenda issued before or after the contract is executed. Additionally, any released and approved change orders shall become part of the Contract Documents.

2.0 GENERAL PROJECT DESCRIPTION & NARRATIVE

2.1 Project Description and Narrative

“This project will upgrade many student areas, building finishes and mechanical, electrical and plumbing systems at the main campus building. Many of these items are not in compliance with current codes or ADA and will be upgraded to be in compliance. This project will also upgrade the districts athletic fields, including resurfacing the turf field at the Main Campus building, as well as construction of a new athletics complex, including a field, track, softball field, bleachers, and upgraded parking at the Bostwick Street site.”

The Project Organization is as follows:

OWNER:

Lowville Academy & Central School
7668 State Street
Lowville, NY. 13367

ARCHITECT:

MARCH Associates, Architects & Planners, PC.
258 Genessee Street, Suite 300
Utica, NY 13502

CONSTRUCTION MANAGER:

Turner Construction Company
500 Plum Street, Suite 600
Syracuse, NY 13204

2.2 Construction / Change Documents

- A.) The successful Contractor will receive one account to access electronic versions of the project documents. This account may be shared with any subcontractors, vendors, etc. The Contractor shall be responsible for reproducing prints and specifications for their own use, including any subcontractors and vendors used for the purpose of executing their contract work.
- B.) The Architect will periodically issue Bulletins, Field Reports, and Request for Information responses, etc.; each Contractor will be responsible to insure that their personnel are working from the most current release of documents. These documents will also be available on the shared electronic documents site as they become available.
- C.) The Construction Manager will share a full set of posted documents (Drawings, Spec's, Logistics Plans, RFI's, Bulletins, Submittals, etc.) along with other relevant project related information on the shared electronic site. The shared documents can be accessed via phone, iPad, (see section 6.6 for phone/iPad requirements) or PC. These shared documents do not alleviate the Contractors responsibility to work from the most current set of documents and or alleviate the Contractor from responsibility to confirm these documents are complete. If any discrepancies are found, the Contractor is to notify the Construction Manager immediately.

3.0 **INFORMATION REQUIRED BEFORE STARTING WORK**

3.1 Detailed Work Plan

Within fifteen (15) work days after notice to proceed each successful Prime Contractor shall submit to The Construction Manager a detailed work plan outlining all phases of their work. At a minimum, this written plan must include:

- A) Site Specific Logistics Plan that describes in detail the methods that will be used to perform your scope of work. The plan must identify major equipment that will be used, any temporary utilities that will be required to perform your work, and how materials will be brought on-site and/or how debris will be removed from the site and from the building.
- B) Project Schedule outlining all phases of the work that clearly identifies sequence of work, manpower requirements, duration to complete each major work area, critical starting dates, long lead item approval/release, delivery dates and expected shift work. As work progresses, updated 2-week look-ahead schedules must be submitted 36 hours prior to the scheduled progress meeting date. In addition, a shop drawing submission schedule must be provided within ten working days showing all items requiring shop drawings and/or catalog cuts. This schedule must specify the estimated dates of submission, fabrication times, and the delivery dates required to maintain the Project Schedule.
- C) A project specific Staffing Plan that identifies the competent person as defined by OSHA, who will manage the overall scope of your work for this project. This plan must identify (by name and title) the individual staff members you will use on the site. Additionally, the work experience resumes of the listed individuals must be submitted. The contractor shall provide supervisory personnel consistent with the size and complexity of the project, who shall be fully capable of controlling their workers, coordinating work with The Construction Manager, performing in harmony with other trades, and completing work in accordance with the schedule.

- D) Each Contractor shall furnish a list of Subcontractors, Suppliers, and Vendors, which they propose to use on the Project within 15 days of Notice to proceed and shall notify The Construction Manager and the Owner of any changes.
- E) The work shall include the obligation of any Contractor who bids to perform any portion of the work to visit the site of the proposed work, fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the proposed contract, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions and restrictions attending the work under the Contract. Each such Contractor shall also thoroughly examine and become familiar with the Drawings, Specifications and ALL associated Bid Documents.

3.2 Safety Procedures Manual

Prior to beginning any work on site (or a maximum of 30 days after contract award), each Contractor shall submit an OSHA compliant **site-specific Safety Procedures Manual** that identifies all site-specific safety issues related to his work and details how each will be addressed. This manual will include:

- 1. **Global Harmonized inventory log** – this spreadsheet must be updated weekly.
- 2. **Material Safety Data Sheets** (GH) for all potentially hazardous substances that will be used in performing the scope of your work.
- 3. **A site specific Hazardous Substance Survey Form** that outlines all of the GH sheets applicable to this project must be submitted.
- 4. **Certification that ALL WORKERS on site have completed the OSHA 10-hr course**. Copies of each worker's certification must be presented prior to beginning work on site. This includes all subcontractors as well.
- 5. **Crisis Management Plan and emergency contact information.**
- 6. **Project Specific safety orientation and employee sign-off form**
- 7. **Company safety program including sample safety inspection forms.**
- 8. **Sample ladder permit form and tracking log.**
- 9. **Name of competent person and First Aid trained on site supervisor.**

3.3 Schedule of Values

No more than fifteen (15) calendar days after Notice to Proceed, each Contractor will submit to The Construction Manager a detailed schedule of values, which will be used as the basis for monthly requisitions. This schedule must be submitted on the appropriate AIA Form G-702/CMA and G-703. The schedule of values must be broken down to a level of detail that may be easily reviewed each month:

- 1. Building by SED Number (include subtotal per building)
 - a. Area
 - i. Work category
 - 1. Labor
 - 2. Material

Each line item shall be broken into labor and material. Include a general conditions line which will be billed by a % each month based on current project completion. In addition, please incorporate the following items as separate breakout items:

- 1. Hold 5% retainage on all line items
- 2. Hold 1% of the contract value for submittals
- 3. Hold 1% of the contract value for safety & cleanup

4. Hold 1% of the contract value for job meeting attendance
5. Hold 1% of the contract value for closeout (O&M Manuals, As Builts, etc.)
6. Separate Lines for Bonds and Insurance.
7. Separate Lines for Mobilization and Demobilization.
8. Separate Line for temporary facilities.
9. Separate Line for Field Supervision and Layout.
10. Separate Line for Commissioning & Training (if applicable)
11. Separate Line for Mock Ups (if applicable)
12. Separate Line for each contract Allowance listed separately.

The District will require supporting documentation including backup and invoices for the Contractor insurance and bond invoices. A percentage billing with no certified backup is not acceptable.

Compensation for compliance with the job meeting attendance and Turner safety & cleanup rules shall be in equal monthly payments. Failure to comply and meet the requirements of The Special Provisions will result in the loss of that month's payment. Deduct change order will then be written for that month's payment.

3.4 Crane Inspection Report

All Contractors whose work includes the use of material or personnel lifting devices must submit a copy of the **Annual Crane Inspection Report** prior to starting work. The report must conform to either OSHA section 1910.180 or section 1926.550. Note that this is not referring to a Crane Safety Checklist but rather the Annual Crane Inspection Report. If a crane is brought on site without proper documentation or inspection, said crane will be removed at once from the site, with any associated charges borne by the responsible Contractor.

3.5 Insurance Documents

- A.) The Contractor and any Subcontractors shall not begin work on site until a signed contract and proof of insurance has been approved by Owners insurance agent. In addition to the requirements set forth in the AIA 232, The Comprehensive General Liability, Automobile Liability, Umbrella Liability Policies, **must name, Lowville Academy & Central School, MARCH Associates and consultants, and Turner Construction Company as additional insured parties.** Limits shall be in accordance with the limits as specified (REFER TO THE 232 GENERAL CONDITIONS).
- B) The Property Insurance (builder's risk) will be provided by the Owner; however, Prime Contractors are responsible for the deductible of \$ 10,000.00 See section 11.3 of A232/CMA section general conditions included as part of this contract.
- C) No work may continue and no payments to the Contractor will be made after the expiration date noted on the latest insurance certificate on file with Lowville Academy & Central School District.

3.6 Pre-Installation Conferences

The Construction Manager will arrange for a meeting on site with the prime contractors prior to the scheduled start of work activities. The Construction Manager, at any time, shall also arrange meetings on site with prime contractors and associated subcontractors, prior to starting any specific scheduled work activity. These meetings may include, but are not limited to, the following topics:

- A.) Review progress of other activities and preparations for the activity under consideration, including schedules, safety, submittals, manufacturer's recommendations, weather limitations, substrate acceptability, compatibility problems, and inspection and testing requirements.
- B.) Record significant discussions, agreements, and disagreements of each conference, along with the approved schedule. Distribute the meeting record to everyone concerned.
- C.) A list of contractor key personnel, with address and telephone numbers for emergency calls (both work hours and non-work hours).
- D.) Contractors are expected to be experienced and familiar with the requirements and conditions imposed during the performance of similar work in this area. Some of these requirements are the performing of normal "out-of-sequence" work, and non-continuous work.
- E.) The contractor shall maintain the progress of his work, consistent with the master schedule coordinated by The Construction Manager. Failure of the contractor to maintain such progress shall make the contractor liable for all costs incurred by Owner as a result of the contractor's delays including, but not limited to claims by other contractors and/or penalties imposed by the Owner. In addition, the contractor is required to provide a recovery schedule within 72 hours of its failure to maintain progress.
- F.) Contractors shall have responsible representations at job meetings held and scheduled by The Construction Manager at their Field Office. Contractors failing to attend and abide by the content of these meetings may be held responsible for any delays and/or expenses incurred due to coordination difficulties in their trades.
- G.) Before commencing any work, consult with The Construction Manager regarding the use of the facility, including but not limited to, roads, walks, ramps, garage, parking areas, storage areas, corridors, stairs, etc., that may be required to prosecute work.

3.7 Conflicting Documents

If there be any conflicting variances between the Drawings and Specifications (including reference standards) the more stringent shall control. Likewise, in the case of a conflict between the General Conditions of the Contract or any of the modifications thereof and the detailed specification requirements (including reference standards), the more stringent shall control. The Special Provisions section 01 10 00 and Multiple Contract Summary/Summary of Work Section 01 12 00 are in addition to the plans and specifications and other contract documents prepared by the Architect.

Drawings and specifications are cooperative and supplementary. Portions of the Work, which can best be illustrated by the Drawings, are not included in the Specifications and portions best described by the Specifications are not depicted in the Drawings. All items necessary to coordinate and complete the Work shall be furnished whether written or illustrated. Also, refer to Article 1 of the Contract, AIA 232 2019.

3.8 Communications

Any and all communication with the Architect and/or Owner shall flow through The Construction Manager.

3.9 Escalation

The lump sum price shall be firm for the life of the project and must include any and all escalating expenses or costs. The Unit Prices submitted with the Bid are firm for the life of the Project and must include any and all escalating expenses or costs.

3.10 Wage Rates

Within fifteen (15) working days of the Notice to Proceed, each Contractor shall submit to The Construction Manager, a complete list of Foremen, Journeymen and Apprentice wage rates for straight and overtime work for each trade corresponding to all subcontractor and sub tier labor to be utilized on the project. Once approved, these rates will be the basis for pricing the labor cost of any and all changes, including time and material changes. Payment for additional work beyond scope of the contract will not be made if the subcontractor has not provided approved rates. Any travel expenses, travel time, etc. not identified in the published rates will not be reimbursed to the Contractor or their tiers in any way. Such costs are considered as being included in the Contractor's percentage for profit and overhead. For the purposes of changes ONLY, the certified labor rate sheets for each firm will be adjusted in accordance with the annual union scale wage rate increases or adjustments. OH&P is not to be included in the certified labor rates.

3.11 MBE/WBE/EEO POLICY

All Contractors, Subcontractors and Sub-subcontractors shall comply with all federal, state and local laws and regulations regarding equal employment opportunity. There will not be a program to report and track participation during the project. The District stresses that it supports the use of minority/women owned businesses and encourages the participation of these businesses on this project.

3.12 Taxes

New York State Sales Tax is not applicable. Taxes are not to be included on part of the project that becomes a permanent part of the facility. The contractor does have to pay taxes on tools, machinery, equipment or other property leased by the contractor for use in constructing the new facility.

3.13 Preconstruction Photos and Preconstruction Video

All Prime Contractors shall provide submit dated preconstruction photographs to the CM prior to starting any work or mobilizing. Preconstruction photographs to be submitted electronically to both Owner and Construction Manager. Document all existing conditions. The contractors shall take photos of all existing structures (i.e., walls, roofs, windows, sidewalks, pavements, misc. structures, private property dwellings, etc.) and any other items necessary to accurately depict existing conditions at each new addition/renovation area.

4.0 SITE LOGISTICS

4.1 Site Access: Refer to the Site Logistics & Phasing Plans, and any noted exhibits.

Access to all facilities must be maintained at all times. Access to the site is provided by an existing driveway. Any damages to new or existing pavements, including publicly and privately owned, will be repaired/replaced by the Prime Contractors causing the damage. Only The Construction Manager has the authority to alter these site logistics for the overall benefit of the project. All contractors are to be aware of ongoing activities surrounding the construction zone and in some cases, within the construction zone. Access roads, exits and means of egress in general must be kept open and free from materials, equipment, vehicles and debris at all times.

4.2 Parking

See Logistics Plans for Areas of Contractor Parking. Contractors and all of their employees are only to park in the areas shown. At Lowville Academy & Central School

Main Campus, contractor parking is permitted on school property ONLY when school is not in session (i.e. – July & August) or on off hours (3pm to 11pm).

The Construction Manager will be solely responsible for making any modifications to the above requirements.

4.3 Truck Routes

All construction truck traffic must adhere to Town of Lowville and surrounding communities' existing truck regulations. Provide adequate protection for curbs, gutters, and sidewalks over which trucks and equipment pass to reach the job site. Vehicles belonging to a contractor and its employees, and other construction related vehicles entering upon the site, to use only the access route stipulated. Truck traffic shall use major routes to access the site. Please stay off residential roads whenever possible.

4.4 Deliveries

All Deliveries must be scheduled and coordinated with The Construction Manager AT LEAST 48-HOURS IN ADVANCE. Contractors must have one or more employees present (and all necessary equipment), **at the time of delivery arrival**, to receive, unload and distribute all deliveries. Unscheduled or out-of-sequence deliveries may be turned away by The Construction Manager. No deliveries should be attempted in any area restricted by the Site Logistics Plan without prior approval by The Construction Manager after careful review with the Owner. **ABSOLUTELY NO DELIVERIES WILL BE PERMITTED DURING BUS UNLOADING AND LOADING HOURS.** Approximately: 7:00am to 8:30am and 2:30pm to 4:00pm.

4.5 Material and Equipment Storage/Staging

Construction materials and equipment deliveries must be scheduled with The Construction Manager and are subject to coordination with other trades. Contractors are to bring only that material which will be used in a week's time frame or as determined by The Construction Manager. Storage materials and equipment at the site shall be permitted only to the extent approved in advance by The Construction Manager. If stored material or equipment obstructs the progress of any portion of the work or interferes with construction operations, they shall be removed or relocated by the contractor as directed by The Construction Manager without reimbursement of costs. All materials shall be stored in an orderly manner and as specified.

All equipment must be in compliance with all local, state, and federal regulations relating to its safety.

All material being delivered to the jobsite must be **used within 5 days of delivery**. The jobsite cannot accommodate either early or bulk delivery of materials or equipment, the contractor must make off-site arrangements for safe storage at no additional cost. All required insurance for the offsite storage locations must be obtained by the Contractor. Any payment for stored materials must be in compliance with the requirements of these Special Provisions.

Storage of materials within the buildings shall be stacked and distributed so as not to exceed the floor live and dead load limits. The storage of these types of material must be **reviewed and approved** prior to placement with The Construction Manager. Contractors must move all unapproved materials in conflict with the work of other immediately at no additional cost to the project.

4.6 Equipment Locations

The locations of all cranes, mixers, boom trucks, forklifts, welding machines, generators, field offices, workbenches, cutters, hose lines, other equipment, etc., must be approved by The Construction Manager prior to utilization and placement on the project site. In addition, any Contractor wishing to place a crane upon this project for the purpose of lifting materials or equipment must submit a lifting procedure safety plan and a current crane inspection certificate. This Contractor will be responsible to erect, remove, maintain, modify, and replace any required safety barriers and temporary protection.

4.7 Security

There will not be regular watchman service provided by the Owner or The Construction Manager. During all hours, the Contractor shall safeguard materials and equipment in storage on the project site, including work in place or in process of fabrication against theft, acts of malicious mischief, vandalism, and other losses or damages.

Contractors shall remain solely responsible for any loss or damage to their property or operations or employee's property, the Owner and The Construction Manager will not be liable for any loss or damage.

4.8 Site Fence

The Sitework Contractor (SC1) shall provide, MAINTAIN, and ultimately remove the temporary 6ft high chain link fencing, large gates, man gates, and padlocks as indicated and detailed on the Site Logistics Plans. The fence installation must 100% complete and secured prior to any equipment or material mobilization. All locks shall be welded to chains to prevent theft/loss. Contractor shall maintain and lubricate locks monthly to ensure proper operation. (30) Gate keys should be provided and turned over to The Construction Manager for each lock. End posts at all gate locations shall have 36" deep concrete foundations and shall be braced and supported to remain plumb at all times. The chain link fabric shall be attached using heavy-duty wire (no zip strips will be allowed). Also include erosion control fabric/material on the bottom section of the inside face of the perimeter fence line. Use stakes for installation and also attach this material to the fence as required to prevent movement. The fence shall remain until such time final grading and seeding work will be done or as directed by The Construction Manager. The Sitework Contractor (SC1) shall provide continuous maintenance of fencing and immediate repair of fencing if the site's integrity or security is compromised.

A) The Sitework Contractor (SC1) shall include an **Allowance of \$2,000** for fence repairs due to the negligent damage which can NOT be determined or assigned to a responsible Contractor. The allowance will not be used on normal wear and tear of the fencing system. The fence system must be maintained as indicated above. This allowance will be tracked using T&M tickets which must be **SIGNED** daily by The Construction Manager's Superintendent. It is the discretion of The Construction Manager when and if the Allowance is utilized.

B) Repairs to the project site fence due to damage by other Contractors (or their subcontractors/suppliers/vendors) shall be back-charged to the responsible party. **NO MODIFICATIONS TO THE SITE FENCE SHALL BE PERMITTED WITHOUT AUTHORIZATION OF THE CONSTRUCTION MANAGER'S PROJECT SUPERINTENDENT IN WRITING.**

4.9 Work Outside of Site Fence

Any contract work that must be performed outside the limits of the site project fence must be carefully coordinated ahead of time with The Construction Manager and Lowville Academy & Central School through the Construction Manager. If work includes any

further obstruction of traffic or pedestrians, work must be performed as directed and reviewed by Lowville Academy & Central School /or The Construction Manager. The Contractor shall provide all flag men and barricades necessary for the safe access and egress around the site relating to their work. Any street closure or traffic permits required for the performance of work outside the limits of the site fence will be the responsibility of the Contractor.

4.10 Site Spoils and Debris

All demolished materials (i.e., concrete, UG piping, storm/sanitary structures, foundations, asphalt paving, rock, debris, demo material, equipment, etc.) shall be immediately trucked off site and legally disposed of. No stock piling of materials will be allowed on site unless otherwise depicted or required per the contract documents. The storage of unused topsoil shall be coordinated with the Owner prior to the contractor stockpiling the materials.

5.0 CONSTRUCTION SCHEDULE

5.1 Schedule Responsibilities

A milestone construction schedule and associated phasing plans will be provided to indicate general activity duration and sequence of work. Prior to award of contract, it is imperative that each Prime Contractor reviews this schedule and provides feedback with regard to activity duration and sequence of work. It is the responsibility of the Prime Contractor to indicate any scheduling problems before contract award/Notice to Proceed. There will be no extensions of time to this schedule. PLEASE NOTE: THE END DATE IS DEFINED FOR OWNER OCCUPANCY. EACH CONTRACTOR IS RESPONSIBLE TO HAVE ALL WORK COMPLETE AND 100% CODE COMPLIANT FOR OCCUPANCY BY THE DEFINED DATES. THERE WILL BE NO EXCEPTIONS.

In addition to the milestone construction schedule and phasing plans provided, each prime contractor will be required to submit a detailed construction schedule, showing specific tasks, estimated manpower, their durations, by work area, to the Construction Manager within fifteen (15) working days of contract award. This detailed milestone schedule will be utilized to coordinate work activities amongst prime and subcontractors.

ALL Prime Contractors and their Sub-Contractors shall provide within their base bid the cost to facilitate proper Winter Weather protection required to meet the completion dates defined in the project milestone schedule. Each Prime Contractor is responsible for its own winter weather protection needs. See each Contractor's Summary of Work for specific weather protection requirements. See the Temporary Heat section for information regarding the temporary heating plan for the project.

There will be no first shift work permitted within the Main Campus buildings, BEFORE July 1st, or AFTER September 1st of each year. Each contractor must assume second shift work (3pm to 11pm) for their operations within the Main Campus buildings.

If it becomes apparent that any activity completion date may not be met, the responsible Contractors shall take some or all of the following actions at no cost to the Owner:

- A) Increase construction manpower in such quantities as will eliminate the backlog of work and put the Project back on schedule.
- B) Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the

foregoing as will substantially eliminate the backlog of work and put the Project back on schedule. Additional costs for supervision by the Construction Manager, Architect or Owner for overtime or shift work is the Contractor's responsibility.

- C) Reschedule activities to put the Project back on schedule. If a Contractor fails to take any of the above actions within twenty-four (24) hours after receiving written notice, the Construction Manager will take appropriate action involving contractual commitments and performance bonds. The Construction Manager retains the right to back charge any Contractor for any and all costs resulting from schedule delays. This includes delays to the start or finish dates of other trades.

Each contractor and key subcontractors are required to participate in pull planning scheduling sessions that will take place at the bi weekly coordination meetings. The initial planning session(s) will require meetings before the work starts with the superintendent and project manager from each prime contractor, to create a flow chart of schedule commitments with no durations longer than 5 days. These schedule sessions will also be used to identify any constraints preventing work from continuing. Weekly updates to the developed pull plan schedule will be conducted at the foreman's meeting and the bi weekly coordination meetings.

5.2 Expediting

Each Contractor shall be responsible for the cost of expediting all fabrication and delivery of its materials. Should, in the opinion of The Construction Manager, it become necessary in order to maintain job progress for The Construction Manager to supplement the Contractor's expediting efforts, then all costs incurred by The Construction Manager/Owner and/or the Architect/Engineer shall be back charged to the Contractor as The Construction Manager may elect. If necessary, the Contractor is required to pay fees associated with site visits by The Construction Manager or the Architect/Engineer to manufacturing facilities producing materials for the project.

5.3 Continuous Operations

Work will be coordinated in an attempt to allow continuous installation by contractors. This will not always be possible and some comeback and/or out of sequence work will be necessary to complete the construction on the part of the contractors. Out of sequence work (including remobilizations), coordinated by The Construction Manager or the Owner, which may be required to meet the job schedule or occupancy requirements or allow the Owner to use the facilities, shall be included in the base bid prices.

5.4 Project Coordination

- A) Coordinate construction activities included under various Sections of the Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the specifications that are dependent upon each other for proper installation, connection, and operation. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair. Make adequate provisions to accommodate items scheduled for later installation. Verify that anchorage, blocking, joining and other detailing are provided as required. Do not obstruct spaces required by Code in front of construction, access doors, or equipment.

- B) Existing facilities inside/outside Project Area will continue to be in operation during the construction period. The Contractor shall schedule and arrange the Work to provide minimum inconvenience to School staff and other personnel. Keep all corridors and areas adjacent to and leading from the work areas clean and free of debris at all times. Where necessary, prepare memoranda for distribution to the CM outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for the separate contractors where coordination of their work is required.
- C) Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative procedures include, but are not limited to, the following:
- a. Preparation of schedules;
 - b. Installation and removal of temporary facilities;
 - c. Delivery and processing of submittals;
 - d. Installation and removal of mock-ups;
 - e. Progress meetings;
 - f. Delivery of progress payments
- D) LEAN Construction
- A. The Project Schedule with required milestone completion dates is to be used by each subcontractor for bidding purposes and for development of their own detailed schedule. Subcontractor shall participate in weekly coordination meetings and shall provide updated progress reporting on a weekly basis throughout the scheduled installation period. All subcontractors pledge to cooperate with each other and coordinate their work for the overall good of the project. Turner reserves the right to adjust and update the overall project schedule based on project conditions, actual performance of the work, and detailed schedule information obtained from Subcontractors. This update is intended to be for the betterment of the project as a whole, not for advantage of the parts. The Last Planner® System will be utilized for developing additional coordination details over the life of the project this process is part of the Bid Packages as described herein:
 - B. Last Planner® System (LPS) - Production System Planning and Control Process:
Overview: LPS provides principles to improve coordination and smooth flow between contract milestone dates in the contract (or master) schedule. When production planning becomes reliable and people fulfill their commitments, workflow, performance, and productivity are improved, and ultimately so are the overall results of the project, thus allowing the team to deliver as maximum value to the customer.
 - C. Application: LPS involves a systematic approach aiming for more efficient overall workflow. It attempts to understand how value is delivered, making workflow as consistent and reliable as possible, and then reviewing the results to determine how to improve the planning process.
 - D. LPS differs from traditional construction methods because it decentralizes hierarchical decision-making. With LPS, those closest to the work (the “Last Planners”) must have the authority to make the decisions and plan the work. Subcontractors agree as a group to meet their deadlines, and each is held responsible to improve the reliability of their promises for work completion not only to Turner but also to fellow subcontractors.

- E. This project will utilize six key procedures in the implementation of LPS. These steps require the input of the onsite Foremen/Field Supervisors for the trade contractors that will perform the work. As such, these leaders are required to participate in all the steps that are the Last Planner® System and be able to commit to perform work that they know can be made ready for their crews and to collaborate with the team to ensure this work can be started and completed without interruption. Last Planners must refuse to assign work they are not confident can be started and completed without interruption. The Last Planner for your crew must be involved before you mobilize to the project in order to attend these Phase Production Planning meetings. Last Planners provide valuable input to develop a well-coordinated work plan ensuring the success for you and all other parties on the project.
- F. **Pull Planning** - This represents the team's specific plan for how they intend to reach the milestone dates in the contract schedule. Turner and all Subcontractors plan the milestone phases of a project starting with the last work activity of a particular phase of work and working to the beginning of the phase. This ensures that all parties consider what work must be done prior to any work activity, and ensures that adequate durations are in place for all activities. This pull plan is thought of as "What Should Be Done." A pull plan will be done for each phase/major milestone during stages of the project with all applicable trade contractors participating and collaborating in the pull sessions. Pull plans must still meet the contract schedule requirements, and teams must work together to achieve these project milestones. We require team members to make and keep commitments based on their confidence that prerequisite work, design information, materials, labor and equipment will be ready so they can start and complete installations meeting their commitments to reach milestones in the contract schedule.
- G. **Six-Week Look-ahead Plans** - this is simply the 6 future weeks of the pull plan, updated with actual information weekly. All possible constraints for preventing these activities in the next six weeks are identified and added to the constraint log. This six-week look-ahead is the work that "Can Be Done" in the next six-week period.
- H. **Constraint Log** - The constraint log is used to aid the team in managing the make-ready planning process. It is used in conjunction with the 6-week look-ahead plan or any meeting that is repeated on routine basis. A constraint is any information, material, equipment or resource that is needed to start and/or complete a specific task on the project except prerequisite work which is shown on the plan/schedule. Make-ready planning consists of two specific planning activities: (1) identifying constraints and (2) obtaining commitments from individuals to remove the constraints.
- I. **Weekly Work Plans (WWP)** - The weekly work plan is a more detailed day by day, one week plan created by each trade foremen to plan the next week's work, based on the six-week look-ahead plan. WWP's are due each Wednesday at noon for the work to be performed the following week. These individual trade plans are consolidated by Turner and brought to Weekly Work Planning Meetings held on Thursdays with all subcontractor foremen and are very specific in regards to the work they "Will Be Doing" in the upcoming week. In order for work activities to be on the WWP, there cannot be any known constraints, like a request for information RFI that would prevent the work from occurring.

- J. **Percent Plan Complete (PPC)** - This is a calculation of the team's production plan reliability. This is done to identify trends that prevent the reliability of the work flow. We will measure how reliable our team's planning is. If 10 items were planned for one week and 8 items were completed according to the plan, the reliability is 80% or the percent plan complete (PPC) is 80%. Studies show that industry average reliability is 54%. We will work to achieve 85% or higher PPC in the first 2 months of the job and continue to improve over the course of the project to ensure predictable, reliable handoffs, and therefore efficient use of trade resources.
- K. **15-minute daily huddle** - Subcontractor foremen will meet for a 15-minute standup meeting in the field (time and place to be determined by Project Supt) with their peers from other subs and Turner Field Staff to quickly assess the day's performance and discuss any new issues discovered. Summary - Ultimately, LPS aims to optimize performance through improved processes and systems by creating reliability, decentralizing decision-making and managing flow and consistency of work rather than the speed of any single aspect of the job. Below is visual aid of the weekly requirements for the project associated with Last Planner System.

5S Functions: Nothing Hits the Ground / Everything on Wheels:

Workstation Setup – Workstations should be setup so individuals can work in a comfortable, neutral position and have a waste container conveniently located (preferably located so that cut-offs fall directly into waste container and not the floor, thus preventing double handling). If possible, both the workstation and waste container should have lockable or retractable wheels to allow the station to move with the individual.

Cord Management – Power cords can represent a major trip hazard on a job site. Ensure all cords are either elevated off the ground, away from any walkways, or protected. Spider boxes will be installed 8'-0' off the floor. Trades must run short task power cords and manage cords, hang cords, secure cords in a manger to reduce or eliminate trip hazards. A clean job free of trip hazards is more likely to be injury free, and very productive.

Housekeeping – Poor housekeeping can reduce productivity, decrease morale, increase potential hazards, and simply create a poor image of the project and company as a whole. It should be made clear that EVERYONE needs to contribute to proper housekeeping. All tools and materials should be stored on carts and pallets. Ensure debris collectors are plentiful and convenient and that they are regularly emptied. Insist on daily cleanup from everyone (it is in the contract!).

Material Handling – The ultimate goal is to prevent materials from being handled multiple times. Reducing the handling of materials to once can be achieved by placing material on wheeled carts, using mechanical material moving equipment, and putting trash receptacles on every floor and cutting location. Keep in mind, that the more times a material is handled, the more likely injury is to occur. Subcontractor shall insure that new materials coming in will be on carts or conveyances and debris or excess materials shall be placed in carts or conveyances to be moved out of the building efficiently. Nothing should be just stacked on or dropped on the floor.

Material Storage – Ensure your site is clean and organized to improve efficiency and safety. Utilize just in time delivery and expect materials to be stored no longer than a specified duration. Designate material storage locations and require subs to use them

6.0 JOBSITE RULES & MISCELLANEOUS REQUIREMENTS

6.1 Jobsite Meetings

- A) **Job Progress Meetings** will be held at a predetermined day and time each bi-weekly at the jobsite. Project Managers will be required to attend each meeting. Project Managers who attend these meeting must have the authority to make financial, schedule, manpower, or other job-related decisions during these meetings. Any and all coordination and schedule related issues will be discussed and reviewed in these meetings. The Superintendent of each contractor must attend these meetings regardless of the size of his crew on the project at that time. Contractors failing to attend and abide by the content of these meetings may be held responsible for any delays and/or expenses incurred due to coordination difficulties in their trades.
- B) Each Company Superintendent/PM will provide a written, Three-week look ahead schedule for review and coordination at the meeting a minimum of 36 hours prior to the scheduled progress meeting. The schedule will show all activities individually, with start/end dates, show which activities critical path based on the overall schedule, and durations will be shown in days.
- C) Each Prime Contractor shall be prepared and have a list of priority items (i.e., submittals, RFI's, costs, coordination items etc.) that they wish to make note of for others.
- D) **Weekly Foreman's Meeting:** Foreman's meetings will be held each week with all the Prime Contractors and Subcontractors Superintendents/foreman to discuss logistics, schedule, and work activities in the field. The primary purpose of the meeting will be to review and update the 3 week look ahead schedule and discuss the weekly work plan. At the conclusion of the meeting, all parties will be required to acknowledge any changes or updates made to that 3 week schedule. All persons attending shall be empowered to make decisions on behalf of their company.
- E) **Daily Field Huddles** Daily huddles will be conducted with all Prime Contractors and Subcontractors to discuss that day's activities. The primary purpose with this will be to coordinate with all trades on a daily basis in order to keep all trades informed and organized around each other's work. These will be quick 15 minute meetings after the foreman have organized their employees for the day. A representative from every prime contractor and major subcontractors are required to attend all daily huddles. **Please refer to Exhibit: G: - Procure Pre Task Plan and Daily Construction Report Procedures.**

6.2 Work Hours

- A) In general, the Bostwick Street and Bus Garage project sites will be open from 7:00 am to 4:00 pm Mon-Friday for Construction. However, the Main Campus Buildings will require second shift work (3pm to 11pm) during the school year (BEFORE July 1st and AFTER September 1st). Any work that will directly affect student and faculty egress or that can provide disruption to District Activities will be limited to shift work, holidays and or weekends. Coordinate all aspects of this type of work with the CM as required.
- B) All trades will maintain the same work hours unless authorized by The Construction Manager. If The Construction Manager feels overtime hours are necessary to meet the contractual schedule commitment of the contractor, the Contractor shall work such overtime hours, additional shifts, weekends and/or Holidays. The contractor must notify the Construction Manager a minimum of four (6) hours prior to normal quitting time so that arrangements can be made to supply supplemental personnel. The cost of the above shall be borne by the Contractor.

- C) **Renovation areas and Occupied spaces while school in session - established work hours for second shift work will be between 3:30 p.m. and 11:00 p.m**
- D) School Holidays/Vacations days/Summer - Established work hours will be between 7:00 a.m. and 4:00 p.m. Work found to be disruptive to any ongoing school activities (summer school, plays, concerts, etc.) will be performed after school hours. Shift work will be provided at no cost to the Owner when determined necessary by the Owner, A/E or CM.

6.3 Project Staff

All Contractors shall provide qualified and experienced Project staff including, but not limited to, Project Manager, Coordinator / Project Engineer, Quality Assurance / Quality Control Coordinator, Environmental Health and Safety Officer, and Superintendents / Foremen. Failure to maintain a Superintendent on the Project site at all times work is in progress shall be considered a material breach of the Contract, entitling the Owner to seek equitable reimbursement by the Contractor, for durations until the Superintendent is on the Project Site full time. All communication given to or produced by the project staff shall be binding as if given to or produced by the Contractor. The project staff shall be in attendance at the project site not less than eight hours per day, five days per week, the Contractor or any other entity shall not employ members of the project staff on any other project during their specified term at this project site.

Supervision: The Prime Contractors' proposed project manager and field superintendent for the project are to be **non-manual working** and to have five years' experience in the proposed position. Each successful bidder shall submit resumes to the Construction Manager for the proposed project manager and field superintendent for the project. This information will be reviewed with the Owner, Architect and Construction Manager for approval. Should the Project Managers and/or Superintendents prove unqualified for the position at any point in the project, the Construction Manager shall issue a letter stating that the person is to be removed from involvement in the project. Action must be made within seven working days of receipt of such letter. Each Prime Contractor is to maintain a competent person on site at all times when work is being performed. That person is to be responsible for the Contractor's operations. The name of this person must be provided to the CM.

All contractor personnel will be required to be screened by the District's Security System prior to being allowed on site. All personnel will also be required to be re-screened on a monthly basis. Any screening that indicates a violation / offense that prohibits access to public school grounds per New York State Law will also prohibit that individual from being on Lowville Academy & Central School property.

An Identification badge must be printed out and adhered to each workers hardhat. If the badge gets damaged the worker will be required to be rescreened by the Security System to get a new badge.

6.4 Disruptive Work

Due to construction adjacent to existing school facilities and residential homes, noise and dust control is essential. All noisy or disruptive work that may affect the adjacent building rooms and homes must be scheduled two weeks in advance through Turner Construction. Work that interferes with the normal operations of school facilities must be performed off-hours at the Contractor's expense, or the Contractor must provide alternate means for the work to continue.

Noise levels in excess of **60 dB are prohibited** while school is in session or while occupied by administrative staff or the public. Noise levels will be monitored (measured and recorded) by any contractor if requested by Turner at no additional cost to Turner or the Owner. Noise in excess of 60 dB must be coordinated with Turner for off-hour work regardless of work duration at no additional cost to the project.

Do not leave vehicles and/or equipment idling around unit vent and/or building openings. All exhaust discharges must be routed away from existing fresh air intake louvers. All equipment that will impact these areas shall be equipped with exhaust scrubbers to limit fumes.

6.5 Lunch Areas

Contractors and workers will contain their breaks and lunch periods to the areas designated by Turner or any public eating area outside the Project Site. All Contractors must provide, maintain and empty (1) 50-gallon container (with liners) within their break/lunch area for the placement of trash. The areas used for construction lunches are to be kept clean and orderly.

6.6 Communication

Correspondence boxes for each contractor will be set up in Turner field office. It is expected that correspondence be picked up daily while working on site. All site superintendents must have a working cellular phone equipped with voicemail for the duration of the project and during normal working hours.

All on-site superintendents must have a working smart phone, tablet and computer for use of Procore for the duration of the project and during normal working hours. Must have the ability to receive email onsite (phone or computer).

Each Contractor will be responsible for their own phone, internet and fax and is responsible to provide and coordinate the temporary service to their onsite project trailers. Telephone/internet hook-up and usage costs are the responsibility of the Contractor requiring the service.

6.7 Jobsite Conduct

A) The Project sites are situated on School property. Each Contractor's management should review with their employees that it is imperative that their conduct be socially acceptable at all times. Vulgar or abusive language, sexually suggestive comments or gestures are strictly prohibited and will result in removal from the jobsite and/or criminal prosecution. **ALL CONTRACTORS ARE REQUIRED TO REVIEW THE BIAS MOTIVATED EVENT AND WORKPLACE CONDUCT REQUIREMENTS DETAILED IN SECTION 8 OF THIS SPECIFICATION SECTION.**

B) **Smoking is absolutely prohibited on all school property including areas within construction fencing. Workers observed drinking alcoholic beverages on or off-site, during work hours, including lunch, will be permanently removed from the site.** If employees smoke on adjacent public property, it is expected that any garbage or debris will be properly disposed of.

C) **Firearms are strictly prohibited. Contractors shall verify that employees and vehicles are free from any and all firearms**

D) Any visitors to the job site are required to check in with The Construction Manager in advance (must receive access approval), and sign a release form if approved.

6.8 Testing, Inspections and Permits

- A) The Owner shall hire a certified, independent testing agency to complete all concrete, soils and steel testing and inspection described in the Contract Documents. The Owner shall also hire a certified, independent Project Monitor for asbestos and lead abatement testing and monitoring. If such testing and inspections performed reveal failure of the Contractor's work to comply with requirements established by their contract documents, the Contractor shall bear all costs made necessary by such failure, including but not limited to repeat testing and compensation to other Contractors, Turner, Owner, A/E or other expense which may result.
- B) Except for testing and inspections (noted in 01 45 33 STATEMENT OF SPECIAL INSPECTIONS & STRUCTURAL TESTING) performed by a testing Engineer in the employ of the Architect and/or Owner, the Contractor shall be responsible for the execution of all tests, testing and inspections required by the specifications and by all governmental authorities having jurisdiction, and shall pay the costs of all such tests, testing and inspection. The Contractors shall submit certified results of the tests and inspections to Turner Construction Company via Procore for the Architect's approval. The frequency of the tests shall be such as not to delay the work of following trades.
- C) Contractors will obtain and pay for all permits or inspections required for the performance of their work, which are not otherwise provided by the Owner. The Contractor is responsible for compliance to all applicable local, state, and federal regulations regarding codes, restrictions, and requirements. If such testing and inspections performed reveal failure of that work to comply with requirements established by their contract documents, the contractor shall bear all costs made necessary by such failure, including but not limited to repeat testing and compensation to other contractors, The Construction Manager, Owner, A/E or other expense which may result.
- D) Coordinate and provide temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- E) All contractors requiring testing and/or inspection by the testing agency shall notify the CM a minimum of 72 hours in advance of such need. The CM shall notify the testing agency 48 hours in advance of such testing and inspection being required. Delays and/or losses caused by failure of the Contractor to properly notify the CMr for tests and inspections shall be borne by the Contractor. The Contractor shall not permit Work to be covered, concealed, or put into use until such Work has been inspected and accepted.
- F) Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered to The Construction Manager. No requisition for payment will be accepted or reviewed until all formal test results/reports are brought current.

6.9 Daily Construction Reports

By the end of each workday, all Prime Contractors must ELECTRONICALLY submit to Turner Construction on Procore, daily manpower counts and a brief description/location of the day's activities. PLEASE NOTE: FOREMAN MAY HAVE TO STAY PAST 3:30PM TO COMPLETE THIS PAPERWORK. Manpower shall be broken down by job classification (foreman, journeyman or apprentice), and also by number of minorities and women workers. In addition, the Prime Contractor shall include on his form the above information for all of his subcontractors. The report shall also note all deliveries, equipment on site, whether inspections passed or failed, visitors and inspections. Please refer to Exhibit: D: - Procore Pre Task Plan and Daily Construction Report Procedures.

6.10 Signage

Signs, logos, etc. will be permitted on the Contractor's own equipment but not on the site fence, shanties, or buildings unless otherwise approved by The Construction Manager. Each Contractor shall post required notices and construction signage information as required by all governing agencies **See details for the temporary construction signage requirements in section 7.18.**

6.11 Procore

This project will utilize Procore (www.procore.com) project management and collaboration system for all project documentation. Applicable team members (including but not limited to Project Manager, Site Superintendent, and company's Construction Administrator) of this Contractor and their Subcontractors will be invited to and are required to create a Procore username (email) and password if they do not already have one. This Subcontractor will be expected to obtain drawings, sketches, RFIs, meeting minutes, coordination drawings, change information, etc. via this application. Contractor will notify subcontractors as relevant items are added. It will be the responsibility of this Contractor and their Subcontractors to regularly check and review updated documents as they are added. Applicable team members of this Contractor and their Subcontractors are required to complete a **free, one (1)-hour subcontractor training certification course** located at (<http://learn.procore.com/procore-certification-subcontractor>) within (2) two weeks following contract execution. There will be no cost to this Subcontractor for use of Procore. **ALL contractors (Project Managers and Superintendents) will be required to attend a one (1)-hour tutorial on the usage of Procore tools. Refer to 01 30 00 Administrative Requirements for additional information.**

6.12 Clothing

Proper attire is required on-site. Full-length pants, shirts with min 4" sleeves, and hard sole work boots are required. Shorts, tank tops or tennis shoes are not allowed.

6.13 Shutdowns/Notices/Permits

Plan the Work to minimize shutdown time of any service. Contractors are required to give all required notices to the proper authorities related to the work in their charge. To the maximum extent practicable, shutdowns shall be scheduled for periods when least need for that utility is anticipated. Provide within the Contract Sum an amount sufficient to cover all required overtime in connection with utility shutdown.

For all shutdowns affecting any operation of a school, a Utility Shutdown Notification request must be completed by the contractor and approved by Turner and the School two (2) weeks prior to desired shutdown.

- If less notice is provided, the Owner may refuse interruption of utility service.
- Resulting delay in performance of the Work will be a responsibility of the Contractor.
- Do not proceed with the interruption of utility services without the approval of the Owner.

The contractor is responsible to do due diligence to determine what systems are affected by the shutdown and identify these systems on the request form. Failure to receive proper approval will result in denial of the shutdown request.

Contractors are required to strictly comply with all governing laws, rules, regulations, and inspection requirements, both as to labor and materials, and pay all fees in connection therewith, and shall bear all loss from neglect.

When the existing buildings are occupied and fire alarm and safety system work is in progress, the **Electrical Contractor (EC1)** shall continuously maintain the existing building's fire alarm and detection system and exit and emergency lighting system or provisions must be made by the EC to provide equivalent safety. EC must immediately notify the CM of any non-operating systems. EC must notify CM 48 hours in advance prior to shut down of fire alarm, phone, clock, bell, or P.A. systems. **Electrical Contractor (EC1)** is responsible for providing either an integrated or separate fire alarm, phone, bell, and clock systems for all areas as required to maintain the dates set forth in the phasing plan and milestone schedule.

6.14 Quality Control

- A.) In addition to the requirements of the specifications, the following shall also apply: It is in the best interest of both Turner and the contractor to provide top quality workmanship and materials in accordance with the contract drawings and specifications. The contractor agrees to actively participate in Turner's Quality Control Program and to correct deficient work immediately upon its discovery at no additional cost to Turner, Architect or the Owner. The project team will complete in wall inspections, above ceiling checklists, and an issues log. All items and tasks will be tracked via **PROCORE** QA/QC system. Each prime contractor is required to actively review their open items and response in the web-based QA/QC software using **PROCORE**.
- B.) Each contractor shall utilize **PROCORE DAILY** to check for open QA/QC items and update the status. Only the Owner, Architect, or CM may close out an open QA/QC item. Procure is a no cost software that can be accessed with a desktop computer, iPhone, iPad, or android device.
- C.) The Contractor, at the Owner's, Architect's or CM's direction, may be required to provide mockups prior to the start of any work that is essential to the external or internal appearance or function of the building. This will be provided at no additional charge whether listed in the specification or not. Refer to specifications for type(s).
- D.) Each Prime Contractor is responsible to protect finished construction for quality control service activities until accepted through the Substantial Completion process, unless otherwise noted.
- E.) Contractors warrant that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect or Turner Construction Company, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- F.) Where material is specified to be furnished by others or furnished and delivered only, the Contractor installing the material shall be responsible for scheduling the delivery, receiving, unloading, storing, handling, relocating, hoisting, distributing, layout out and installing. Upon receipt and acceptance by the Contractor installing the material, risk of loss and damages shall be borne by that Contractor.
- G.) The Contractor shall allow sufficient time to inspect and accept the work of the previous Contractor. Should any discrepancies be discovered, Turner Construction Company shall be notified sufficiently in advance so that corrective action can be taken without affecting the progress of any subcontractor. If notice is not given, it shall be assumed that Contractor accepts all existing work.

H.) Manufacturer's Field Services - When directed by Turner Construction, require the manufacturer or supplier to have qualified personnel to provide on-site observations and recommendations at no additional cost to the Owner. Representative shall submit written report to Turner listing observations and recommendations. The Manufacturer shall validate the quality of workmanship and materials when required by manufacturer warranty. Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

I.) Provide attachment and connection devices and methods necessary for securing Work as required by the manufacturer, even if they are not illustrated on the Contract Documents.

6.16 Equipment Locations

The locations of cranes, mixers, field offices, workbenches, cutters, hose lines, etc., must be approved by The Construction Manager prior to utilization on this project. In addition, any contractor wishing to place a crane upon this project for the purpose of lifting materials or equipment must submit a lifting procedure safety plan and a current inspection certificate. This contractor will be responsible to erect, remove, maintain and replace any required safety barriers.

6.17 Excavation/Earthwork

Any contractor whose work includes excavation shall notify Turner and "Dig Safely NY at (800) 962-7962 or 811" at least one week prior to start of work. Dust control and mud control is the responsibility of the Contractor creating same, and they must take appropriate steps to control such per Turner or other local authorities. Cleaning of public and school roads via a vacuum truck when required.

All primes shall contract with a utility locating service utilizing ground penetrating radar (GPR) to survey and mark all areas where the grade will be disturbed more than 6" or interior slab on grade is cut or penetrated in any way. This survey must be completed and reviewed with the CM and Architect prior to any excavations or earthwork commencing. Submit survey for record.

The use of a vacuum excavation machine will be required when performing an excavation or ground penetration within the tolerance zone (Refer to Dig Safe 811 standards) of a known public or private utility.

Provide temporary shoring and bracing as required for excavation work. All shoring and bracing shall comply with safety regulations of authorities having jurisdiction. Provide shoring as required for demolition in builds, including but not limited to subfloors, roofs and canopies.

Include all safety fencing and barricades as required to perform excavation and earthwork activities per OSHA requirements. A traffic plate over any excavation the CM feels impedes job movement or safety shall also be included.

6.18 Damages

All contractors are cautioned that since the schools are occupied and adjacent to existing occupied homes, all precautions, protection and care must be exercised to protect existing structures in accordance with good safety practices. This is particularly applicable to protection pedestrians. The contractor is responsible for any damage, which may occur to the property of the owner or adjacent private or public properties which in any way results from the acts or neglect of his employees.

In Addition, repair and make good, at the expense of the contractor, all damages thereto including damage to existing utilities and paving arising from operations under the Contract. Repair and protection are the contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

6.19 Continuing Performance

Pending final resolution of a claim, unless otherwise agreed to in writing, the contractor shall proceed diligently with performance of the contract and payments shall continue to be made in accordance with the contract documents.

6.20 Construction Vehicles

All construction vehicles must be cleaned prior to leaving the site. Any contractor failing to clean vehicles will be responsible for cleaning the street **immediately upon notification by the Construction Manager.** The Site Contractor – SC1 shall have the primary responsibility for exterior site dust control on this project. The Site Contractor – SC1 shall water the roadway around the sites at a minimum of once a day from June through August.

6.21 Owner Related Issues

In case of phased / partial occupancy, the warranty period called for by the contract documents shall not commence until substantial completion of all work under the contract.

ALL warranties for the project shall commence NO SOONER THAN October 1st, 2025, regardless of Owner acceptance and occupancy for phased construction areas or the date as established by the Architect. Any costs associated with providing extended warranties to meet this requirement shall be included in the base bid.

The Owner shall, in conjunction with The Construction Manager, have the right to place and install equipment during progress of the work and the contractor agrees that such placing and installation of equipment shall not evidence completion of the work or portions of it, nor signify the Owner's acceptance of the work or portions thereof.

Contractors are advised that the Owner may, at their discretion, employ other contractors or employees to perform work on this project. In such an event, all trades working under this contract shall cooperate in order that the work of all parties can be completed in reasonable order.

The Owner's equipment suppliers shall be provided with reasonable use of power and light (normal working hours) necessary for the installation of their work without additional cost to the Owner or The Construction Manager.

7.0 TEMPORARY FACILITIES AND UTILITIES

7.1 Jobsite Hoisting

There will be no exterior jobsite hoists. Each contractor is responsible for their own hoisting. **Use of crane or hoisting equipment over any building or area occupied by students, visitors, staff, or the general public is prohibited.** Use of Owner's new and existing elevators to transport construction crews, materials, and/or equipment is prohibited.

7.2 Drinking Water

Drinking water and ice will be the responsibility of all contractors to provide for their work forces. Use of school facilities is prohibited.

7.3 Fire Extinguishers, Hot Work Requirements & Volatile Storage

Each contractor and subcontractor must supply a fire extinguisher in all temporary rooms (including jobsite trailer), at flammable material storage areas, and at all locations where welding or burning occurs. Contractors are to include weekly inspection and reporting to The Construction Manager and recharging of fire extinguishers as required.

In addition to the above, the **General Contractor (GC1)** shall provide and maintain Ten (10) - 20# ABC fire extinguishers with standalone mountings for general building fire protection during construction. Weekly inspection, reporting to The Construction Manager and recharging of fire extinguishers as required is included. In the event the fire extinguishers are accidentally discharged the General Trades contractor shall recharge the fire extinguisher or provide new at no additional cost to the contract. It will be the responsibility of each Prime Contractor to police any non-emergency dispensing of a fire extinguisher. Discharging a Fire extinguisher without an emergency is grounds for immediate removal from the project for the employee.

The Sitework Contractor (SC1) shall provide and maintain the appropriate number of fire extinguishers on all site work equipment for the duration of the project. Quantities of fire extinguishers must meet the OSHA requirements.

All Contractors shall follow all applicable regulatory hot and safe work procedures when performing welding, cutting, torching, grinding, brazing, or tacking, including protecting personnel and the adjacent work area from fire hazards. Store paints, varnishes, volatile oils, and similar combustible materials in properly labeled storage containers and in storage area as required by law. Store gasoline and other volatile flammable liquids in properly labeled storage containers and in storage area as required by law. **NO GASOLINE OR COMBUSTIBLES SHALL BE STORED IN THE BUILDINGS.**

7.4 Temporary Water

Use of a School's water supply (faucets, hose bibs, etc.) is permitted as long as the service is not being abused. Abuse will be the sole discretion of The Owner and The Construction Manager. Each Prime contractor requiring temporary water will be responsible for their own hoses and shutoffs from the point of temporary service/hose bib. Coordinate with The Construction Manager for locations, reference the site logistics plan for locations. Each Sub-Contractor shall pay for extensions of piping that they may require beyond that shown or existing. The temporary plumbing work shall conform to all federal, state and local requirements and codes.

Any Contractor who ties into any other school water system will be held responsible for the cost of the water as determined by the school. Any damages to finish work due to negligence or careless use of water by any Contractor will be repaired by the responsible Contractor.

7.5 Temporary Heating, Cooling, Humidity Control and Ventilation

Each contractor as required will provide their own temporary heating and cooling. During the cooling seasons, each contractor will be responsible to provide adequate ventilation and circulation for proper installation of materials. Manufacturer's recommendations shall be considered minimum requirements to be exceeded.

A) The **General Contractor (GC1)** shall provide a minimum of four (4) 48" box fans and 100' cords for use as directed by the CM.

- B) Follow DOL Industrial Code Rule 23 regarding Temporary heat. Special attention shall be given to 23-1.14 Temporary combustion devices, "fire watch". See link below for complete information:
<http://www.labor.state.ny.us/workerprotection/safetyhealth/sh23.shtm#23.1.6>
- C) Mechanical Contractor (MC1) to provide MERV-8 temporary filters on all existing HVAC units that will be used in construction zones. Provide weekly replacement of temp filters.

Each contractor will be required to provide proper ventilation of their work spaces during construction activities. This includes, limited to, fans, air scrubbers, negative air machines, associated poly sheeting and tape, and temporary air barriers. The installation, maintenance, and removal of such systems will be the responsibility of the respective contractor. The CM, at any time, reserves the right to request ventilation or negative air maintenance of a space be improved or modified, at no cost to the owner.

7.6 Power and Lighting

A contractor requiring power for welding, small tools, and all other equipment requiring power greater than that existing shall provide such power.

The Electrical Contractor (EC1) shall provide all temporary lighting for interior renovation areas as required. Temporary lighting installation and duration shall be coordinated with the CM. Temporary lighting will not be permitted to remain above ceiling or within enclosed spaces and must be removed accordingly to maintain schedule.

Each contractor shall provide their own task lighting as necessary to perform their work.

The Sitework Contractor (SC1) shall provide and maintain temporary exterior lighting, in the form of portable light towers, as required, for the completion of their work as well as the completion of other trades work.

Each Contractor is responsible for all coordination and costs including permits and application fees required for installation of the temporary electric service with the Utility Company. Weather protection for electrical equipment shall also be included.

The installation of temporary power and lighting shall conform to all Federal, State, and Local requirements, and must comply with the National Electrical Code and the Health Standards of OSHA.

Temporary wiring is to be laid out, balanced, and wire sized so as to produce a voltage drop no greater than 5% at the extreme end of the line when fully loaded. Location of temporary panel boards and risers shall be reviewed with The Construction Manager prior to installation.

The cost of temporary electric power for each contractor job trailer, once installed and metered is by the respective contractor.

Please note: The ELECTRIC CONTRACTOR IS **NOT** providing power for welders, mixers, floor machines, etc. The GENERAL CONTRACTOR shall inform the subcontractor to provide portable welders with generators for their own use.

7.7 Temporary Toilets

- A) The Sitework Contractor (SC1) will provide temporary chemical toilets for use by all contractors at the project site starting on the first day of work. Section 1926.51 of OSHA shall be the basis for the minimum quantity of toilets required, but not less than as stated below. All facilities will meet local practice and OSHA requirements.
1. Minimum of four (4) Temporary Toilets at each building during Construction activities.
- B) Temporary toilets must be cleaned and any graffiti removed as needed, **once a week minimum**, and will be supplied with the necessary toilet paper and paper towel supplies. This contractor will be required to review and acknowledge the Bias Motivated Event and Active Caring requirements further detailed in this specification section.
- C) The Sitework Contractor (SC1) shall also be responsible to provide the following work associated with portable temporary toilets:
1. The portable temporary toilets shall be placed as directed by the Construction Manager.
 2. Each portable temporary toilet shall be relocated as necessary and as directed by the Construction Manager's Project Superintendent.
 3. Temporary toilets shall be properly anchored so that they will not blow over.

7.8 Temporary Offices

Contractors are permitted to have temporary office space for use during construction. All costs associated with temporary offices including, but not limited to, trailers, partitions, electrical service, telephone service, internet service, temporary heat, etc. will be by the Contractor. Location of temporary offices must be reviewed and approved by The Construction Manager. Reference the Site logistics plan for locations. Offices must be removed or relocated whenever they impede the normal progress of work at no cost to The Construction Manager or the Owner. All shanties installed by a Contractor must meet building code requirements. Installation and utility costs of a contractor's jobsite trailer are the sole responsibility of that contractor. If electrical power is provided by the jobsite temporary service or the owner's primary service, the contractor shall have a meter installed and be responsible for the utility cost.

See Section 01 50 00 - Temporary Facilities for additional requirements.

7.9 Site Dewatering

Each Contractor is to make provisions for their own dewatering so as not to impede the job progress including that of any other contractor. The Contractor shall be responsible for its own necessary, special, temporary drainage and de-watering pertaining to its work and shall employ trenches, drains, sumps, or other necessary elements as required, to afford satisfactory work conditions for the execution and completion of the work.

7.10 Snow/Ice Removal

Each Contractors, for their portion of the work, shall remove all snow and ice as may be required for the protection and execution of their work. Each Contractor shall be responsible for snow and ice removal as necessary to facilitate completion of their work.

The Sitework Contractor (SC1), shall be responsible for maintaining access to the Bostwick Street Project site and any material storage/laydown areas, temporary office trailers, etc., at that site, through the Winter season. This includes, but not limited to, snow removal, ice mitigation and protection, etc.

7.11 Benchmarks and Building Control Lines

The Sitework Contractor (SC1) shall procure services of a registered professional land surveyor to perform the field layout work for establishing primary site lines and levels at all exterior areas. If any of the control points are moved or lost, control points shall be re-established by the Sitework Contractor (SC1) at no additional cost to the Owner. Contract work shall properly relate to lines and levels and detail dimensions shown or established by the contract documents. This contractor will be required to submit a detailed survey to the CM and Owner for record prior to construction as well as a detailed As Built drawing post construction.

- a. All layout is the responsibility of each separate prime Contractor. Contractors shall exercise proper precaution to verify the dimensions shown on drawings prior to laying out work and report any inaccuracies or errors to The Construction Manager prior to beginning work. The Contractor shall be held responsible for any layout error resulting from failure to exercise such precautions. All discrepancies, which are found, must be coordinated with The Construction Manager prior to proceeding with the work. Contractors are cautioned that temperature corrections during all surveying and layout must be used.
- b. Each Prime Contractor will be responsible for any and all extensions of lines and grades necessary for their work. Contractors are expected to clean as necessary for their own layout.

7.12 Ladders/Rough Carpentry/Scaffolding

If necessary, each prime shall provide their own scaffolding. Scaffolding is to be designed, certified, and inspected by a licensed structural engineer of the State of New York. Scaffolding is to be erected, maintained, and disassembled in accordance with OSHA Regulations.

Roof Access: A stair scaffold, lift, or AdjustaStair with the bottom protected by an 8ft lockable enclosure, is the required method for roof access at all sites and shall be provided by the General Contractor -GC1 at the Main Campus Building for the roofing work. An extension ladder may be utilized for roof access if and only if, it is equipped with Guardian Safe T Ladder Extension System. All other trades shall provide the same system at other locations for their own roof work as necessary).

7.13 Site Stockpiles (soils)

The top soil cannot leave the property. Any topsoil stripped to perform work on this site must be stored on site in a location to be determined by the CM/Owner.

All other excavated materials shall be hauled off site unless otherwise noted. All demolished materials (i.e., concrete, UG piping, storm/sanitary structures, foundations, asphalt paving, rock, etc.) shall be trucked off site and legally disposed of.

NOTE: All contractors performing any excavation work shall consult CM prior to hauling any material off site. The Owner reserves the first right to retain any spoils, including top soil, millings, etc. The Construction Manager, on the Owner's behalf, may direct the contractor to haul and deposit said material on District property, to any amount at any time.

7.14 Temporary Interior/Exterior Enclosures:

The **General Contractor (GC1)**, shall furnish, install, and maintain temporary partitions, as detailed on the phasing and logistics plans, AND/OR as directed by the construction manager. Any and all remobilizations repair of and completions to adjacent finishes around the partitions listed below shall be included at no additional cost. All temporary

partitions are to be constructed of new materials unless undamaged, previously used materials in serviceable condition have been reviewed and are acceptable to Turner Construction. Temporary partitions are to be constructed of:

- A.) Nominal 3-5/8" - 16 gage metal stud
- B.) Batt insulation
- C.) Type X 5/8" fire rated gypsum wallboard with taped joints
- D.) 1/2" fire rated plywood liner on demolition side (construction side)
- E.) In lieu of 5/8" GWBX and 1/2" fire rated plywood, contractor may substitute one layer of 5/8" U.S. Gypsum Fiberock abuse-resistant type X gypsum wallboard on demolition side (construction side)
- F.) Containment partitions are to have a 6-mil flame retardant polyethylene liner
- G.) Paint occupied side of partition: 1 coat primer, 1 coat paint
- H.) Care MUST be taken not to damage finished/existing surfaces when fastening/bracing partitions. Support methods are to be reviewed with Turner Construction before construction begins.

The **General Contractor (GC1)** shall provide and maintain all temporary building envelope enclosures at the Main Campus buildings. Enclosures are to be weather/air tight and shall be maintained until the opening is used for its intended function. The **General Contractor (GC1)** shall provide and maintain temporary building envelope enclosures at all areas where curtain wall, windows, doors and unit vents are being removed and/or new openings are being created. Protection shall be at a minimum steel stud framing at 24" O.C. with 1/2" exterior grade plywood fastened with screws. Protection shall be installed in a manner to provide a water tight seal (i.e.: temp caulking at all seams, etc.) until the new work is installed. The **General Contractor (GC1)** shall also provide the appropriate safety measures where applicable.

Each Prime Contractor is responsible to provide fully secured insulated weather-tight temporary plywood protection at all openings created by the respective Contractor creating the penetration for installation of their work. All Contractors shall include modification/removal, and reinstallation of temporary enclosures (originally installed by General Contractor) as required to install the work of their contracts. Buildings must remain weather tight at all times to protect interior finishes and must be secure at the end of each workday to prevent theft/vandalism.

7.15 Trash Removal:

EACH PRIME CONTRACTOR is responsible for their own dumpsters and trash removal. Dumpsters shall be placed per the Site Logistics Plan. Dumpsters shall be removed within 24 hours of being full and will be hauled off site to a legal dumpsite. It is expected that contractors will provide adequate quantity and size of dumpsters at each work site to properly manage their own waste. All contractors must break down all boxes and packing materials. All dumpsters must be placed on adequate blocking to protect new and existing exterior surfaces. All contractors are expected to recycle wherever possible.

The General Contractor (GC1) shall provide and maintain four (4) 1/2 CY interior portable dumpster carts for the use of all Prime Contractors for the duration of the project. Wheels shall be in good working order so surfaces and finishes are not damaged. The General Contractor shall maintain or replace any damaged carts for the life of the project.

7.16 Temporary Shoring and Bracing:

Each contractor shall provide temporary shoring and bracing as required for execution of the work. All shoring and bracing shall comply with safety regulations of authorities having jurisdiction and must be designed by a Professional Engineer licensed in the State of NY.

7.17 Temporary Barricades:

Each Prime Contractor shall provide all orange safety barrels, traffic delineation and orange fencing to protect all work outside the site fence for durations the work is performed. Include weighted bases.

7.18 Temporary Signage:

The **Sitework Contractor (SC1)** shall provide, install and maintain the following signage (bolted to the site fence) for the duration of the project. The Site Contractor shall also provide and maintain required DOT signage at the entrances/exits of the jobsites, and/or as required by the owner. Note signs must meet OSHA regulations. Review site logistics plans for specific requirements.

- A) (8) - **“STOP”** signs at the exit point within temporary fencing. Red background with white lettering. (Minimum size of signs 24”).
- B) (8) - **“DANGER HARD HAT AREA ONLY”** signs to be bolted to site fence. (Minimum size of sign 24”x18”).
- C) (4) - **“ALL VISITORS MUST REGISTER WITH TURNER”** signs at each man/vehicle entrance into the project site. Signs are to have white, reflective backgrounds with Blue lettering. (Minimum size of signs 24” x18”).
- D) (4) - **“CONSTRUCTION PARKING”** signs to be bolted to temporary stanchions. Signs are to be white reflective background with red lettering. (Minimum size of signs 24” x18”).
- E) (4) - **“SIDEWALK CLOSED”** signs to be bolted to site fence. Orange Black Letters (Minimum size of signs 24” x18”).
- F) (8) - **“CAUTION CONSTRUCTION TRAFFIC”** signs to be bolted to temporary post. Orange Black Letters (Minimum size of signs 24” x18”).
- G) (8) - **“DANGER CONSTRUCTION AREA AUTHORIZED PERSONNEL ONLY”**. Signs are to be bolted to site fence (Minimum size of signs 24” x18”).
- H) (6) **“PEDESTRIAN TRAFFIC”** signs to be bolted to site fence. (Minimum size of sign 24”x18”).
- I) (6) **Arrow Signs** to assist with delineating traffic.

Sitework Contractor (SC1) shall provide (24) new, Orange Traffic Cones, 28”h.

Each Contractor is required to post and notify the public prior to any work beginning. This includes all types of safety signage throughout the duration of the project.

7.19 Removal and Reconditioning

Temporary facilities, barricades, utilities, and other construction of temporary nature shall be removed from the project site as soon as the progress of the Work will permit in the opinion of The Construction Manager. Legally dispose of all debris resulting from removal and recondition operations.

8.0 GENERAL PROTECTION AND SAFETY

8.1 General

The Contractor Safety programs, along with any additions and/or modifications that may be necessary over the life of the project, are intended to eliminate incidents during construction. This program is to be incorporated into each contractor's site-specific safety program referenced in Section 3.2 of these Special Provisions. All contractors must believe that accident prevention is mandatory and beneficial to all. A safe jobsite is the responsibility of every individual on this project.

The owner demands the full cooperation of all contractors, regardless of subcontractor tier, in monitoring, supervising, and enforcing the project safety and fire prevention programs, including project-specific requirements.

- A) While onsite, the safety of the prime contractor and its subcontractors, and the representatives, agents, employees, and invitees of either, as well as the safety of any other person who enters the work site with the consent of any of them for reasons relating to the contract, shall be the sole responsibility of the prime contractor. The prime contractor shall maintain good order among its employees at all times and shall not employ, for purposes of the contract, any person unfit or unskilled in the work assigned.
 - B) While performing any work of the contract, the prime contractor shall take all measures and precautions to (i) protect the property of the owner and others and (ii) prevent injury, illness, or death to any person. Such measures and precautions shall include, but not be limited to, all safeguards and warnings necessary to (i) protect all persons against any condition, including exposure to health hazards on the worksite which could be dangerous and (ii) prevent accidents of any kind whenever the work is being performed, particularly when in proximity to any moving or operating machinery, equipment, or facilities, whether such machinery, equipment, or facilities are the property of, or are being operated by, the prime contractor, its subcontractors, the owner, or other persons.
 - C) While performing any work of the contract, the prime contractor shall promptly comply with, and shall take all measures and precautions necessary to ensure that its subcontractors and their representatives, agents, employees, and invitees promptly comply with any and all of the owner's requirements to initiate corrective action for deficiencies regarding the (i) prevention of accidents and fires and (ii) elimination of accident hazards, fire hazards, and unsafe practices.
 - D) Alcoholic beverages are not permitted on the premises of this project.
 - E) Media devices with earphones, such as iPhones, iPods, etc., are not permitted to be utilized on this project during construction activities. Radios, being both a potential hazard to a safe work place and potentially disruptive to building occupants, are not permitted.
 - F) Use of cell phones while operating any equipment, tools, or machinery is strictly prohibited.
- 8.1a) Zero Tolerance Program- Bias-Motivated Event / Workplace Violence/Graffiti Protocol
Statement on Harassment: The Owner expects that each Prime Contractor will promote a work environment at the Project that is free from harassment of any kind. Each Prime Contractor must have ZEROTOLERANCE for harassment, including harassment on the basis of race, sex, gender, gender identity, gender expression, transgender status, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, religious creed, citizenship, marital status (including registered

domestic partners), parental status, physical disability, mental disability, medical condition, genetic information, military or veteran status (including protected veteran status), or any other characteristic or status protected by law.

Each Prime Contract agrees to be bound by this Statement on Harassment and any violation or suspected violation of such policy by the Prime Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers shall be considered as Prime Contractor's failure to perform its obligations under the terms and conditions of this Agreement. Prime Contractor shall actively promote a harassment-free work environment among its officers, agents, servants, employees, subcontractors, and suppliers.

Training/Stand Downs/ Postings:

Each Prime Contractor shall mandate and track that each worker on the jobsite has been through a 10 minute Inclusive and Respectful Workplaces video before entering the job site. A video will be provided by the CM at notice of award.

Each Prime Contractor shall participate in two (2) stand downs that promote an Inclusive and Respectful workplace coordinated with CM.

Each Prime Contractor shall post zero tolerance posters at all huddle areas and project trailers.

Temporary Toilets:

The Prime Contractor responsible for portable toilets shall inspect prior to delivery to the site to ensure that each unit is:

1. Clean and in "like new" condition
2. Free from any drawings, stickers or graffiti of any type
3. Free from any etched markings

A facility that does not meet the standards listed above will not be acceptable. Any cost associated with the removal and replacement of a facility that was delivered in an unsatisfactory condition will be borne by this contractor. Prime Contractor must post anti-graffiti posters at each portable toilet area.

Graffiti:

Graffiti is often found in less frequently traveled locations such as machine rooms, stairwells, closets, site fences, etc. Prime Contractor must conduct regular inspections of the project to ensure that these areas are free of graffiti.

Prior to working in renovated spaces, inspect and document existing project conditions and notify the Construction Manager of any existing graffiti prior to starting work. The entire project site is to be inspected including stairwells, mechanical rooms (including inside and outside air handling units), electrical closets and existing building toilets planned to be used by workers during construction.

Bias-Motivated Event / Workplace Violence/Graffiti Protocol

The following protocols pertain to bias-motivated incidents in the workplace directed at an individual or a group based on perceived or actual membership in a protected class, including (but not limited to) race, religion, gender, gender identity, sexual orientation, class, ethnicity, age, and/or disability.

Certain bias-motivated events rise to the level of a hate crime, a criminal offense. Examples include destruction, damage or vandalism of property, intimidation, graffiti or

symbol(s) depicting hate (e.g., a noose, confederate flag, swastika), issuance of derogatory leaflets, threats and/or acts of violence.

Any individual who witnesses a bias-motivated event or potential hate crime, MUST NOT ignore it:

1. If the incident involves immediate danger or violence CALL 911.
2. If the incident targets a specific employee, group of employees or other individuals, ensure their safety and well-being.
3. Secure the area. DO NOT remove evidence or disturb the potential crime scene; take photos only. All such photos must be secured, not shared, or published in any way, outside of the investigation. Limit foot traffic to authorized members of management only; no visitors.
4. Immediately inform the Construction Manager and provide information for an incident report. The Construction Manager will notify the Client and notify the other Prime Contractors and coordinate a job site stand down.

A job site stand down will be conducted within 24 hours of an incident and it is mandatory participation for each worker, Project Site Leadership staff and Principals of each Prime. Each Prime Contractor will be responsible for notifying their sub-primes and ensuring similar participation.

5. Each Prime Contractor will be required to participate in a Bias Motivated Event (BME) call with the Construction Manager within 2 hours of the event.

During Bias-Motivated Event Call participants determine next steps, including:

- a. Whether or not to notify the police, if necessary, with the input and approval of the Owner.
 - b. How to address the media, if necessary, but with the input and approval of the Owner.
 - c. Individuals assigned to conduct the investigation
 - d. Appropriate response based on the nature of the event, severity, and recurrence (e.g., stand down, project shutdown, subcontractor consequences, training and education.)
6. If BME call determines that a project shut down is required then Each Prime Contractor will send all of their workers home following a stand down.

Prior to any workers returning to work the following work day, each worker shall receive additional Diversity, Equity and Inclusion training coordinated with the CM.

7. If BME call determines a site investigation is needed. The Foreman for each Prime Contractor will remain on site and fully cooperate with planning of the investigation including providing the names of all employees that have been on site within the time frame that the incident most likely to have occurred. At their discretion, the Owner and the Construction Manager may observe or participate in the investigation conducted by the Prime Contractor.
8. Each Prime Contractor will be responsible for implementing and documenting an anti-harassment, zero tolerance tool box talk program, coordinated with the Construction Manager, following the incident promoting and mandating zero tolerance.

8.2 Site Safety Program

The owner requires that all prime contractors and their subcontractors, and the representatives, agents, employees, and invitees of both, be responsible for maintaining a safe jobsite. This will be insured by, but not limited to, the following means:

- A. All persons on the project, including workers, visitors, inspectors, employees of any subcontractor and/or supplier, shall be required to wear ANSI Z87.1 approved safety glasses with permanently attached side shields. Persons with prescription glasses shall wear ANSI Z87.1 approved goggles to cover their existing glasses. Violators will be removed from the site. Other safety protections shall be as dictated by the work. Each prime contractor is required to keep a supply of safety glasses and goggles in their site trailer or gang box for new employees and visitors, and for replacement when needed.
- B. All employees and delivery drivers shall wear a hard hat, **Level 4 or higher cut-resistant gloves, shirts with sleeves at least 4 inches long, long pants, work boots**, and other safety protections as dictated by the work. Each prime contractor is required to keep a supply of hard hats and cut-resistant gloves in their site trailer or gang box for new employees and visitors, and for replacement when needed. No shorts, tank tops, or tennis shoes are permitted.
- C. **All workers or visitors are required to wear ANSI Class 2 high-visibility safety vests** for increased awareness/visibility at all times while working onsite. Each prime contractor is required to keep a supply of these safety vests in their site trailer or gang box for new employees and visitors, and for replacement when needed.
- D. Prior to the commencement of work, each prime contractor shall host a Site-Specific Safety Kick Off meeting. An officer of the company, the project manager, and the project foreperson **MUST** attend the meeting. Agenda items will include the project-specific safety program, roles the project team members, and expected/required team interaction. Meeting details, such as the type of relationship, responsibilities, environment, health and safety guidelines, rules of engagement, etc., shall be documented by the prime contractor. The project executive and safety director for both the construction manager (CM) and the contractor will meet prior to the commencement of work to review this information.
- E. The prime contractor's safety program must be submitted and coordinated with the other prime contractor's safety programs as a pre-requisite to conducting a safety kickoff meeting **and** prior to any tiered subcontractors commencing work. Each prime contractor shall hold a project safety kickoff meeting with each of its subcontractors that is attended by an officer, the project manager, and the project foreperson of the subcontractor. An electronic copy of all sign-in sheets for each trade meeting shall be provided to the owner for their record.
- F. **Each prime contractor shall conduct a site-specific safety orientation for all of their workers and their subcontractor's workers prior to the worker beginning work onsite. The prime contractor shall keep an electronic log of all workers and their date of orientation and shall supply a project-specific sticker or badge to visibly identify that each worker attended the orientation. The orientation shall be developed by the contractor's safety director or a principal of the company and include an overview of all items identified in this document, the actions required in the event of a school fire drill or lockdown drill, the site logistics plan, the crisis management plan for the project as well as any other pertinent safety information for each specific area of the project site.**
- G. Twice a month, each **prime contractor's** safety director, third-party consultant, or an officer of the company will conduct site safety inspections and provide a written

inspection report to the owner by Friday of the same week for as long as they are actively working onsite. Each **prime contractor** will have a representative review open work items and resolutions at each Project Manager's meeting which are to occur twice a month. Prime contractors shall advise the CM of any forthcoming operations that could result in new hazards from their work or from the work of any level of their subcontractor base. The prime contractor shall abate all safety deficiencies within 24 hours; abatement of critical hazards must be performed immediately.

- H. Each **prime contractor** shall conduct a quarterly critical safe behavior coaching event. The **prime contractor's** health and safety director/consultant shall be accompanied by 2 to 4 employees and will observe performance of a work activity for a period of 10 to 15 minutes, recording activities that were performed either safely or at-risk. At the end of the observation period, the observers are to stop the crew to share their observations, thus providing a "coaching moment". Observations shall be documented and shared with other **prime contractors** at the next project meeting, and a copy of the documentation shall be provided to the owner.
- I. The owner, construction manager, and Architect/Engineer are to be notified immediately of any safety incident onsite. Contractors shall provide accident reports to the construction manager before the end of the work day on which any accident occurs. **Each prime contractor will be required to perform a Root Cause Analysis, conducted by their health and safety director/consultant, project manager, superintendent, foremen, and a principal of the company, following each incident and/or near miss to help identify the true cause of the event, examine the lessons learned, and implement continuous improvement and program evolution. A copy of the Root Cause Analysis report shall be provided to the CM within five working days of an incident.**
- J. The **General Contractor – GC1** shall provide and install a safety observation and recognition suggestion box and prominently display it on the project site. The suggestion box shall be checked weekly and any suggestions it contains, as well as corresponding action items, shall be discussed with all **prime contractors** during the next project meeting. It is the responsibility of each prime contractor to inform their workers on how suggestions were or were not implemented and the reasons why.
- K. Each prime contractor shall have on the project at all times at least one competent person trained in first aid, CPR, and AED use. The competent person's name and the date of their certification shall be provided to the CM's project superintendent at the start of the competent person's work. Any change to the competent person shall be noted on the weekly Tool Box Talk minutes.
- L. All **prime contractors** are required to participate in safety stand downs as requested by the district and after each recordable incident (a minimum of 2 stand downs will be held per calendar year). Stand downs will include stopping all work on the project to gather all trade individuals to a central location for a short duration (15 to 30 minutes) to discuss important safety items on the project. The safety director from each **prime contractor** will be responsible to collaborate, develop, and deliver the incident review, lessons learned, and root cause analysis presentation. The presentation shall be sent to all parties five days prior to the stand down. All down time for workers shall be included in the bid.
- M. A Job Hazard Analysis (JHA) shall be completed by each **prime contractor** and reviewed with their onsite workforce a minimum of two weeks prior to the start of each new activity. The **prime contractor** shall provide a copy of the JHA with a sign-in sheet to the CM for the project record.

- N. Each **prime contractor and all of their subcontractors** are required to utilize pre-task plans (PTPs) for all work being performed. Prime Contractors **and all of their subcontractors** will be required to meet with all of their workers each morning to discuss the day's activities, hazards, and controls. Prime contractors and their subcontractors will be required to create a PTP which details the tasks, hazards, and controls of the work, and provides signatures of the crew members present. Completed PTP forms shall be provided to the CM for project record each day by 9am. Should the plan carried out differ from the PTP discussed in the morning meeting, a new PTP form will be required. Each prime contractor's health and safety director/consultant is required to review all PTPs from their company's crews and their subcontractors at least once each week. This is to be noted in the safety report and daily report.
- O. All **prime contractors** are to implement a minimum 10-minute Stretch and Flex program on this project. Every morning prior to the start of work, the stretch and flex shall be facilitated and led by each prime contractor's superintendent or designee at a central location. All sub-tier contractors are required to participate in the program and have all employees present at the daily stretch and flex regimen.
- P. The **General Contractor (GC1)** shall include an allowance of \$100/month to host a monthly safety lunch for five trade workers randomly selected from the entire project workforce, prime contractors and subcontractors alike, to discuss project safety conditions and opportunities for improvement. Each **prime contractor** shall make their employees available to participate when selected. The safety lunch will be managed by the **general work/trade contractor's** health and safety director/consultant or a principal of the company. Within the same week the safety lunch was held, the **general work/trade contractor** shall inform the workers how suggestions were or were not implemented and the reasons why.
- Q. **Nothing Hits the Ground:**
Fabrication:
All material fabrication shall be performed at a workstation between 30 and 39 inches off the floor. Workstations shall be mobile and include a fire/debris stop directly behind all chop saws. Rubbish containers shall be mobile and located directly adjacent to the workstation. The prime contractor is to furnish all mobile rubbish containers for their work.
- R. Housekeeping:
All rubbish shall be disposed of as it is generated and be immediately placed in a mobile rubbish container. Cordless power tools are required unless the prime contractor can demonstrate a hardship or a need to use tools with power cords. All extension cords, cables, and hoses shall be maintained at least 6 feet 6 inches above the working floor. Each scissor lift shall have a waste bin to collect miscellaneous debris to reduce housekeeping concerns. Dump carts shall be readily available in all areas and dumped at the end of each shift. All debris is to be placed directly into garbage bins.
- Material Handling and Storage:
Materials may not be stored within 10 feet of the building perimeter or within 6 feet of interior shafts, openings, or stairwells. All material laydown areas must be coordinated through the CM. Material must be stored to promote mobility of the material. Pipes, conduits, metal fabrications, and steel framing are to be stored on rolling racks or a similar means of conveyance. Bulk material must be palletized to allow for easy mobility using a pallet jack. "Just in Time" delivery is required to minimize clutter. Nothing should be stored on a floor that cannot be installed within one week. Heavy material such as glass and drywall must be loaded so as not to

overload the structure. The **prime contractor** is required to perform a floor loading analysis for submission to the design team for review and approval prior to storage. The prime contractor shall be required to store all materials on carts with castors to promote mobility and efficiency.

Tool Tethering:

Where there is a risk of materials falling or being dropped, including during a lifting operation, an exclusion zone must be established. The exclusion zone should be constructed with physical barriers such as wood or metal guardrail systems, cable wire rope or chain, or flagging. Danger and Caution tape will not be accepted for use in exclusion zone construction. The exclusion zone must be secured from tipping and be labeled with signage. The size of the exclusion zone must consider deflection or arc of the falling material. All tools, materials, or equipment which have the potential to breach the perimeter protection must be positively secured back to the worker or structure through the use of tool lanyards. Lanyards must be appropriately sized for the weight of the tool, material, or equipment. Anchorages must be snap-hook, carabineer, shackle, or a similar device that provides positive locking. The use of knots to secure lanyards is not permitted. Subcontractors must evaluate the size and weight of any object which will be secured to a worker's wrist, belt, etc. to ensure it will not cause injury to the worker in the event it is dropped. Tethering also applies when there is falling object exposure for employees in the vicinity of elevated work, even when exclusion zones are used.

Ladders Last Policy:

Prior to beginning work, the prime contractor or subcontractor shall evaluate all tasks that require individuals to work at elevated heights. It is expected that these tasks will be performed using methods other than a ladder where feasible. Use of lifts and portable scaffold devices shall be the preferred method to perform this type of work. All other means of access must be considered prior to use of a ladder.

1. If it is determined that a ladder is the only means of performing the job at height, then ladder use must be specifically noted on each crew's PTP.
 2. If a ladder is to be used, it must be a platform/podium-type ladder.
 3. No aluminum or job-built ladders are to be used on the project.
 4. Workers must maintain three points of contact while ascending/descending a ladder. If this cannot be done, workers must tie off no matter the height.
 5. When working at a height greater than six feet, 100% fall protection is required. A retractable lanyard must be used.
- S. Ladders shall not be permitted for access to roofs. A stair scaffold, with the bottom protected by an 8-foot lockable enclosure, shall be provided by the appropriate contractor.
- T. Each prime contractor will hold weekly Tool Box Talk meetings with their jobsite personnel, including their subcontractors. Minutes of each Tool Box Talk and the HAZMAT/ GHS log shall be turned in weekly to the CM.
- U. **A 6-foot, 0-inch fall protection rule will be in effect at all times for all work on this project. A full-perimeter safety system consisting of a top rail, mid rail, and toe board or 100% fall protection/restraint is required at all roofing elevations for all roofing work. A safety monitor is not permitted. Steel erectors and metal deck installers are required to utilize 100% positive fall protection at all times.** The use of guard rails, personal fall arrest systems, or safety nets is required **whenever ANYONE** is working over 6 feet, 0 inches except as follows:
1. The **6-foot, 0-inch** fall policy does not apply to ascending/descending ladders. However, if an individual's work requires him/her to lean out over the side rails

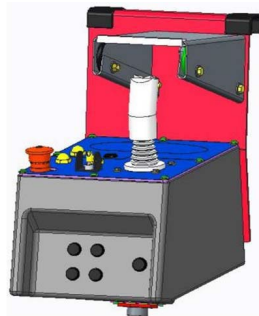
of the ladder or if three points of contact cannot be maintained, positive fall protection is mandatory.

- V. Prime contractors are responsible to remove and replace, in original positions, barricades, railings, covers, etc., in accordance with Subpart M, OSHA 1926.500. The unguarded opening(s) shall be manned until the barricade is replaced. During discontinuous or intermittent work operation, safety protection is to be replaced immediately. If not promptly replaced, replacement will be performed by others at the removing prime contractor's expense.
- W. No Prime Contractor or their subcontractors shall permit their employees to use another contractor's scaffold without written permission from the owner of the scaffold. All scaffolds shall be inspected daily and inspected pre-shift for safety compliance. At no time shall scaffold be left in an unsafe condition, and scaffold shall be removed immediately if it is not to be used again.
- X. Perimeter Fall Protection
It is the responsibility of the General Contractor (GC1) to provide any perimeter fall protection as required by OSHA within the building footprint.
It is the responsibility of the General Contractor (GC1) to provide full-perimeter fall protection as required by OSHA on the roof of each building. This fall protection must be in place prior to commencing work.
It is the responsibility of the contractor requiring the work to provide any perimeter fall protection as required by OSHA outside of the building footprint. This includes, but is not limited to, deep excavations and trenches, stadium bleacher erection, etc.
- Y. All scissor lifts shall be equipped with lift control guards and all aerial/boom lifts shall be equipped with anti-crush technology. A personal fall arrest system is required at all times when working in an aerial/boom lift.
- Z. Manufacturer Approved Guards and Shrouds for Lift Controls - Examples of approved manufacturer guards and shrouds for mobile elevated work platforms are shown below and are required for all lifts.

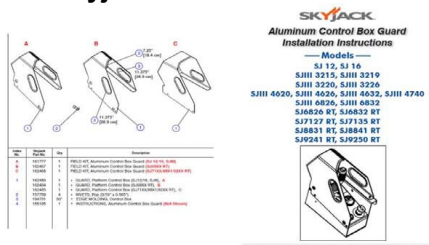
JLG Scissor Lift Guard



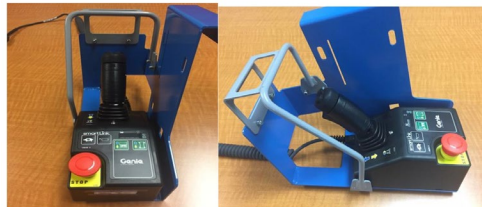
JLG All-Terrain



Skyjack Scissor Lift



Genie Scissor Lifts



- AA. The use of restraint lanyards is required at all times within a scissor lift.

- BB. Only low velocity powder-actuated tools shall be used. All personnel must be certified when using powder-actuated tools and laser devices. All use of these tools must be approved by the contractor's safety director prior to use, and proper signage must be posted.
- CC. Any tradesperson who will be working around asbestos that is planned to be abated or will remain in place must be trained in asbestos hazard communication.
- DD. The prime contractor and subcontractor are expected to have a preventative maintenance program for all tools and equipment.
- EE. Fire Protection and Prevention:
 All shanties/gang boxes and trailers must be equipped with an in service 20# ABC fire extinguisher, an OSHA-approved first aid kit, and a copy of the OSHA Construction Standards. A prominent sign is required at the extinguisher location. Every contractor will follow all applicable regulatory hot- and safe-work procedures when performing welding, cutting, torching, grinding, brazing, or tacking, including protecting personnel and the adjacent work area from fire hazards. Store paints, varnishes, volatile oils, and similar combustible materials in properly labeled storage containers and in storage areas as required by law. Store gasoline and other volatile flammable liquids in properly labeled storage containers and in storage areas as required by law.
 Take all necessary precautions to avoid fires. Provide fire watches when welding or burning operations are in progress. Fire watch must remain at the location of the work for a period of 60 minutes after work is completed.
- FF. To prevent wind-blown objects, all equipment, materials, and debris shall be secured at all times or removed immediately to grade level until the building is enclosed.
- GG. If failure to comply with the site safety program results in the owner or CM receiving a citation from the OSHA for violation of a construction standard, the prime contractor cited shall be responsible for all costs to the owner or the CM.
- HH. OSHA Silica Standard: All prime contractors and their subcontractors shall perform work in compliance with OSHA's Respirable Crystalline Silica Standard for Construction (29 CFR 1926.1153) as it relates to protection of the workforce, building occupants, and the public at all times.
- II. The prime contractor shall be responsible for, but not limited to, the following conditions as they relate to the Hazards Communications Act:
 1. Set up and maintain the program for its employees at each jobsite.
 2. Maintain an updated chemical inventory sheet and SDS, which must be coordinated and shared with the owner's EH&S committee and all other subcontractors at the jobsite. These forms must be a searchable .pdf format. Contractors shall turn these in with copies of their Tool Box Talks.
 3. The Hazard Communication Standard (HCS) is now aligned with the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Training and documentation of training in hazard communication is the responsibility of each contractor.

8.3 Protection of Utilities/Facilities

Prior to beginning any work, the prime contractor and their subcontractors shall carefully survey the existing work and examine the site for pre-existing damage. The prime contractor and their subcontractors shall document via photographs, videos, etc., any existing adjacent facilities that may be potentially affected by the work.

During the progress of work, the prime contractor and their subcontractors shall protect any newly installed or existing utilities and shall be responsible for the repair or replacement of utilities if damaged by work performed under their contract or incidental thereto. The prime contractor and their subcontractors shall work expeditiously and continuously to repair damaged utilities at no additional cost to the owner. If a shutdown is required, the prime contractor and their subcontractors must schedule the shutdown with the CM well in advance of the needed date to minimize any disruption of normal operations.

All prime contractors and their subcontractors are cautioned that since the project site is located immediately adjacent to existing occupied buildings, all precautions, protection, and care must be exercised to protect existing structures in accordance with good safety practices that are appropriate for the work.

Any shoring or bracing, including removal, required for completion of the contract scope is the responsibility of the prime contractor and their subcontractors needing the same.

8.4 Dust Protection

Dust control on the exterior of the facility is the responsibility of the **Sitework Contractor (SC1)**. The **Sitework Contractor** shall water the roadway around the site once a day from June through September. The methods used must be reviewed and approved by the CM prior to the start of any dust-producing activities. When truck traffic conditions produce dust, the streets must be sprinkled with water and/or swept to minimize the generation of dust. All truck wheels must be inspected, and any loose debris must be removed prior to leaving the site.

Dust control on the interior of the facilities is the responsibility of all prime contractors. The use of negative air machines, containment barriers, including but not limited to hard wall construction, will be required at all times.

8.5 Air Pollution and Odor Control

Each contractor shall employ measures to prevent the creation of air pollution and odors. During interior work and work adjacent to occupied areas, all passageways and vent systems shall be sealed to prevent dust, air pollution, and odors from traveling into occupied areas. Measures shall be taken by each contractor to ensure proper separation by use of taped fire-retardant Visqueen tenting or similar material/system. Each contractor has a responsibility to insure that the integrity of the separation is maintained throughout the duration of the work. In the event any contractor must remove a barrier, it is their responsibility to ensure that the barrier is reconstructed at the end of each work period.

If the emission of construction-related odors is found to be offensive by school faculty or a student, work will be stopped and efforts to effectively exhaust the odors will begin immediately. Continuing the odor-causing work will be permitted only when the building is not occupied. Any additional cost caused by the work stoppage shall be borne by the contractor.

8.6 Protection of the Public

In addition to the General Conditions of the contract, the following shall apply. It is the contractor's responsibility to barricade or otherwise separate the work area from public access and/or exposure. Particular attention must be given to the isolation/protection of pedestrian and vehicular traffic at the perimeter of the project site. Any work that must be performed outside of the site fence, must be accompanied by the appropriate protection which shall be provided by the contractor. Reference the phasing plans that illustrate minimum requirements for temporary partitions and dust curtains.

8.7 Protection of Finished Work

All contractors are wholly responsible for the protection of finished work, both their own and that of others, as may be required to perform their work.

All finished surfaces, including sills, jambs, and soffits of all openings used as passageways or through which materials are handled, shall be protected by the installing contractor if any possible damage may result from the work by other trades.

All finished surfaces, including factory-finished surfaces, shall be cleaned upon delivery to the building. The contractor shall, without extra compensation, refinish all damaged surfaces. Final cleaning of MEP equipment shall be performed by the MEP contractor providing the equipment.

Roof surfaces shall not be subjected to construction traffic nor shall they be used for the storage of materials. Where activity must take place in order to carry out the contract requirements, adequate protection, subject to the approval by the CM, shall be provided at the contractor's expense.

Each contractor is responsible for any damage which may occur to the property of any other contractor connected with the work, or to adjacent private or public properties, or to any portion of the structure which in any way results from the acts of neglect of their employees.

Prior to material being stored on finished floor surfaces, the contractor must obtain approval from the CM. If required, adequate protection is to be installed. All conveyance equipment over these areas should use rubber tires.

Under no circumstances will contractors use the Owner's material/equipment as their workbenches or work spaces. Any damages noted from such action will be the responsibility of the contractor.

Under no circumstances will contractors use the Owner's custodial equipment or materials, such as but not limited to, brooms, mops, dust mops, etc.

8.8 Cutting and Patching

All patching shall be performed by tradesmen skilled in the required work. All patchwork will be performed to the highest quality standards. The contractor shall include the cost of all cutting and patching required in connection with performance of his work including supports, protection from elements, protection of surroundings, and immediate clean up.

If necessary for the contractor to remove a minimal amount of spray-on fireproofing, it will be their responsibility to replace or pay for the necessary patching.

All contractors affected by temporary utilities/openings shall include the necessary return to the worksite to infill, patch, etc.

The contractor shall not damage or endanger any portion of other contractor's work or the property of the owner. The contractor shall not alter other contractor's work or of the Owner without written consent of the owner or the other contractor. All such requests shall be made through the CM.

Remove existing roofing where required by new work. Patching shall be identical with the existing roofing system in materials, system, and construction.

A written request for approval to proceed, shall be submitted to the CM at least 48 hours in advance of executing any cutting or alteration which affects:

- the work of the owner and/or any other contractor
- the structural value or integrity of any element of the project
- the integrity or effectiveness of weather-exposed or moisture-resistant elements or systems

If the contractor provides inadequate notice or if the proposed cutting and/or patching will compromise the owner's operations, the owner has the right to refuse the cutting and patching as proposed without delay claim to the contract.

Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio. Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, increased maintenance, or decreased operational life or safety. If possible, retain the original installer or fabricator to cut and patch exposed work. If it is not possible to engage the original installer or fabricator, engage another recognized, experienced, and specialized firm.

If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Consult the owner's representative prior to placement.

If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding. Protect existing construction during cutting and patching to prevent damage. Until provisions have been made to bypass existing construction, take all precautions necessary to avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated.

Where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required for minimum disturbance of adjacent surface. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

Where removal of walls or partitions extends one finished area into another:

Patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials if necessary to achieve uniform color and appearance.

Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the patched area has received primer and second coat. Patch, repair, or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.

8.10 Traffic Control

Provide traffic control barriers and flag persons throughout the construction period at any time construction traffic obstructs normal traffic conditions. Provide flag persons at pedestrian crossings of construction equipment right of ways 100% of the time when such equipment is operating. Provide and maintain adequate traffic control and flag person's services at all points where transporting of equipment and materials engaged on the work regularly enters and exits from the job site. Provide number of flag persons necessary for vehicular and pedestrian traffic control. Provide temporary traffic control barriers to ensure safety of all persons and property in accordance with NYSDOT. Include stands for

temporary traffic control signs. The above shall be provided by the prime contractor and their subcontractor requiring the same.

9.0 CLEAN-UP

9.1 Cleaning, Trash Removal and Dumpsters

On site dumpsters shall be provided as per Section 7.15 of the Special Provisions.

- A) **Each Contractor is responsible for DAILY PROJECT CLEANUP! This includes cleaning, sweeping, pick-up, trash/debris removal to the dumpsters, mopping of floors, vacuuming of sills, and pickup of any loose debris/scrap inside and outside the building area. If this is not performed to the Construction Manager and the Owner's satisfaction, the Owner/Construction Manager may, without notice, self-perform or subcontract this work and back charge the responsible Contractors accordingly.**
- B) Each Contractor will remove from the building all of its trash and debris and place it in **the appropriate** container at grade level on the job site or remove offsite. This removal will take place **DAILY**. If the clean-up work is not accomplished within twenty-four (24) hours, The Construction Manager, with written notification, will have the work completed by a designated Contractor. The cost of the work will be back charged to the Contractor involved, as determined solely by The Construction Manager. Each Contractor will minimize packing and crating materials in the building in order to eliminate fire hazards. In addition, all boxes and debris will be broken up so as to maximize the usable space within the container. Contractors shall keep all new areas in which they are working broom clean, picked up, and organized at all times.
- C) At a minimum, each work area is to be broom swept at the end of each shift with all garbage cans emptied prior to leaving for the day. This includes the area under construction and any other passageways, corridors, loading docks, etc. affected. If multiple contractors are working in the same area, a laborer from each trade will be required to clean said areas.
- D) Contractors are to provide separate containers in their break areas for their workmen and dump as needed into the container at street level. Contractors having debris that will fill a one-yard dumpster or more will follow to dispose the same. Only lawful disposal of construction debris is allowed in containers; no paint, thinner, oil, contaminated rags, gasoline, diesel fuel, empty gas or fuel tanks, 55 gallons drums (empty or full), pressurized containers, asbestos, tires, batteries, PCB's or other hazardous material will be disposed of in the supplied dumpster. The Contractor generating such waste will properly dispose of these materials off site.
- E) It is noted that it is the responsibility of each Contractor to dispose of all debris resulting from its operation and those of its subcontractors and suppliers, in areas outside the building as well, including public thoroughfares. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this work.
- F) Each Contractor shall be responsible for the final cleaning of its work just prior to turnover to the Owner. This shall include the removal of debris, marks, stains, dirt, paint, etc., **regardless of origin**. The finished product shall be cleaned to the complete satisfaction of the Construction Manager, Architect, and Owner before final approval is requested and granted.
- G) During the handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration until substantial completion.

- H) Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I) Weekly, for a period of four (4) hours, each onsite Prime-Contractor and an employee from each sub-contractor per building shall designate a laborer to participate in a group cleanup organized by The Construction Manager. The Laborers will be required to clean and pick up all trash within the assigned areas and place debris in the appropriate dumpster. Any Contractor that does not participate in this program will have its efforts supplemented by others and be responsible for all associated costs. This clean up does not alleviate the Contractor from cleaning up its own work as stated above. Failure to comply with group cleanup will result in back-charges or additional labor in future cleanup operations.
- J) The General Contractor (GC1) shall provide, maintain, and replace as necessary (5) construction push brooms (soft bristle), (5) construction push brooms (course bristle), (5) heavy-duty, flat edge grain shovels, (5) dustpans, (2) 20 Gal wet/shop vac's and (2) large drums of "SWEEPING COMPOUND". Materials shall be turned over to the owner at the end of the project.
- K) During the group cleanups as directed by The Construction Manager. All the items described above shall be stored in an onsite trailer locked and for use only during the construction clean up. All equipment shall be turned over to the Owner at the completion of the project. In the event materials have been broken or damaged, the General Trades Contractor shall replenish the supply with new items to turn over to the owner.
- L) The General Contractor (GC1) shall remove debris, rubbish, and shop vacuum, regardless of origin, the inside walls, partitions, pipe chases, above ceilings, and other closed or remote spaces, prior to closing up the space. The vacuum of cavity spaces must receive The Construction Manager's sign-off prior to installing the close-up layer of board.
- M) Contractors are to provide their own individual trash containers with lids and liners for their respective break areas and dump as needed.
- N) Each contractor will minimize packing and crating materials in the building in order to eliminate fire hazards. In addition, all boxes and debris will be broken up so as to maximize the usable space within the container.
- O) The final cleaning of the entire project and site will be provided by the General Contractor (GC1) when directed to do so by The Construction Manager. Each area (Toilet Rooms, Corridors, Main Entry's, Areas of Ceiling Replacements, areas of each RTU replacement, etc.) is to be final cleaned separately prior to owner occupancy. Final clean all adjacent areas to construction a minimum of one week prior to school starting.
- P) The Electrical Contractor (EC1) shall shop vac out all backboxes, electrical panels, transformers, Motor starters, equipment disconnects, substations and main distribution gear at final turnover to Owner regardless of the components and equipment being validated as cleaned at the point of energization. The electrical contractor shall coordinate any required power shutdowns with the owner to complete this requirement.
- Q) The Sitework Contractor (SC1) shall clean out all manholes, storm inlets, and swales on site of any debris at the end of each construction season, and at substantial completion of each work area. See Divisions 31 - 33 for additional requirements.

9.2 Trash Chute

None required.

9.3 Elevator Usage

All elevators are off limits to construction personnel and materials.

10.0 SUBMITTALS AND SHOP DRAWINGS

10.1 General Submittal Information

All contractors are required to submit to The Construction Manager within ten (10) working days of award, a submittal log for review and approval. The log must contain as a minimum, a description of submittal, specification number, date of submittal delivery, date required on jobsite (ROJ) and material lead-time. **Upon approval of the submittal log, each contractor will provide a copy of their submittal log to the other contractors working on the project.**

Due to Market Conditions, certain submittal packages may be required to be expedited. These critical submittals will be due within twenty (20) calendar days from Notice of Contract Award. Critical submittals identified Include, but are not limited to the following:

**HVAC Units – Air Handlers, ERUs, etc.
HVAC Control Devices
LED Light Fixtures
Fire Alarm System Devices & Components
Electrical panels & Components
Doors & Hardware
Storm structures & Accessories
Athletic Field Equipment & Components**

Refer to the agreement and Section 01 30 00 - Administrative Requirements for additional requirements.

All Contractors are required to make prompt submissions of all Shop Drawings and/or samples in such a sequence so that the material and/or equipment can be reviewed by the Architect/Engineer and returned as soon as possible so as not to delay job progress. No extension of Contract Time will be authorized because of Contractor's failure to comply with the approved submittal schedule or failure to transmit submittals to Architect sufficiently in advance of the Work to permit processing.

Delays caused by failure to submit Shop Drawings and computations in a timely manner are the responsibility of the contractor. No additional time will be allowed the Contractor for delays caused by an excess number of re-submittals. Contractor is responsible for A/E and CM costs after 3 submission attempts.

All submittals must be accompanied with a letter of transmittal. Any deviation from the plans or specifications must be noted on the transmittal and on the item submitted for approval. Deviations from Contract Documents require clear indication (clouded or circled) on the submittal and specific written acceptance by the Architect of the noted deviation.

Where printed Product Data includes information on several products, some of which are not required, mark (flag or circle) copies to indicate the applicable information.

All submittals are to be submitted electronically via a searchable, printed .PDF format. All submittals over 10 pages are to be bookmarked by the contractor prior to submission. As a minimum provide:

1. Product Data and Manufacturer's Instructions - submit copies as detailed in Section 01 30 00.
2. Samples - submit copies as detailed in Section 01 30 00.
3. Samples for Selection - submit copies as detailed in Section 01 30 00.
4. Samples for Verification - submit copies as detailed in Section 01 30 00.
5. Shop drawings - submit copies as detailed in Section 01 30 00.

Each contractor is responsible for the reproduction, distribution and coordination of all submittal materials to other contractors and their own subcontractors.

Do not permit submittals marked "Rejected, Revise, and Resubmit" to be used at the job site, or elsewhere where Work is in progress.

Resubmittals or Requested Revisions will be required within 5 working days of returned submittal date.

Each contractor is required to provide an additional copy of all approved samples to the Construction Manager within 10 days of approval.

10.2 M/E/P/FP/TC Coordination Drawings

The following coordination program is to be used in conjunction with that described in the technical specifications. Where the two programs differ, the more stringent requirement will be followed. Site investigation of existing conditions will begin immediately. M/E/P contractors are to establish and maintain weekly coordination meeting within twenty-one (21) days of award.

- A. The **Mechanical Contractor (MC1)** is required to submit copies of sheet metal shop drawings (1/8" scale). The background of these drawings will include partition layouts, doors including swings, structural steel columns and beams above (including bottom elevations from finished floor below), ceiling grid, diffusers-grilles-registers, bottom of duct elevations AFF and light fixtures, for use in coordinating other trades with mechanical/electrical work. Other conflicting trades such as plumbing, electrical, etc., will overlay and place their lines including elevations on the sepias. When conflicts arise, they are to be brought to the attention of Turner Construction Company so that a resolution with the conflicting trade can be reached. NOTE: A color code will be established for each trade and the drawings will remain in the project field office for reference. Timing of this coordination work is essential to the progress work; therefore, contractors will have a maximum of fourteen (14) days to complete their portion of the drawings. The **Mechanical Contractor (MC1)** shall issue drawings when drawings are complete.
- B. A similar set drawn at 1/2" scale is required for all equipment rooms.
- C. The coordination drawing will accurately locate and **dimension** the following:
 1. Grid layout as per architectural drawings and verified by associated installation contractors - **Mechanical Contractor (MC1)**.
 2. Light fixtures, transformers, main feeder conduit and racks for electrical and telephone, pull boxes - location, including pendant fixtures, top of fixture elevation and type **Electrical Contractor (EC1)**.

3. Grilles and Diffusers - Location, size and type, and top of take-off box elevation - **Mechanical Contractor (MC1)**.
 4. Access Panels - Location and type (**Each Prime Contractor**).
 5. Mechanical equipment, piping, valves, heater units, pumps, etc.
- D. Carefully check and coordinate the location and level of all pipes, ducts, etc. Run preliminary levels and check with all other Contractors so that conflicts in all location may be avoided. Where conflicts occur, if any, the following preference schedule shall be followed:
1. Recessed electrical light fixtures.
 2. High-pressure ductwork.
 3. Low-pressure ductwork.
 4. Soil, waste, vent and storm piping.
 5. Pneumatic tube.
 6. Liquid heat transfer and refrigerant piping.
 7. Domestic water piping.
 8. Electrical conduits.
- However, no ductwork or liquid heat transfer main shall have preference over plumbing lines below plumbing fixtures, or over electrical conduits above or below electric switchgear and panels. No piping conveying liquids shall be installed directly over electrical or elevator equipment.
- E. Once complete, an overall meeting with all participants present will be held to review and resolve conflicts. At this meeting, **Each Prime Contractor** is to have their engineer and draftsman present including any relevant subcontracts so all conflicts can and will be resolved. If the individual contractors cannot resolve a conflict, the decision by Turner will be final and binding. At the end of the meeting **Each Prime Contractor** including subcontractors will sign and date each drawing with the revisions noted. The Architects and Engineers may be at this meeting.
- F. Final coordination drawings will be distributed by the **Mechanical Contractor (MC1)** to all parties including the Architect and Engineer, assume 7 full size sets of prints. All work to be installed as intended by the coordination drawings. Work not so installed is subject to replacement if conflicts occur and at no additional cost to the Owner and Turner Construction Company.

10.3 As-Built Drawings

Each contractor is required to maintain an up to date set of as-built drawings and to provide one set of these to The Construction Manager at the completion of his work. These as-built drawings shall be available for inspection at all times by the Construction Manager. If the as-built drawings are not kept up to date, The Construction Manager shall have the right to withhold payment until the as-built drawings are brought up to date. **The as-builts will be inspected at 20%, 40%, 60% & 80% Completion.** If the as-built drawings are not kept up to date, the Owner shall have the right to withhold payment until the drawings are brought up to date.

Coordinate construction changes, Change Order numbers, RFI numbers and similar identification. Give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- a. Dimensional changes to the Drawings;
- b. Revisions to details shown on the Drawings;
- c. Depths of foundations below the 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;
- k. Details not on original Contract Drawings;
- l. Update of all room numbers on Drawings and in Specifications to reflect current Building number designations.

Mark record sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

Final as-builts shall be COLOR scanned into a PDF file and all electronic files tuned over electronically via hard/thumb drive as well as the required hard copies. At a minimum as-built turn over shall consist of two (2) cd's/hard drives and one (1) full size drawing set. Sheet size shall be 32"x48" The file labels shall be the sheet numbers of the drawings. Any posted sketches on the back of each page shall be scanned and labeled the as the same sheet with the suffix "a".

10.4 Substitutions - Reference the AIA 232-2019 and project specifications for requirements.

11.0 PAYMENT PROCEDURES

11.1 Payment Program

Within 15 calendar days of Notice of Contract Award, all contractors are to submit a detailed breakdown (schedule of value) of his costs for approval to The Construction Manager. Breakdown shall be to a level of detail to expedite the reviewing process. The Construction Manager reserves the right to direct a larger breakdown. See Item 3.3 of the Special Provisions.

The schedule of values will be reviewed and adjusted if necessary. Once approved the schedule of value is to be used for the AIA request for payment application. Only the AIA pay application forms will be recognized for billing purposes.

Billing for stored material will be subject to prior written approval by the Owner and The Construction Manager. Reference the AIA 232-2009.

For Payment Application, the project team will be using DocuSign for electronic transmittal and signature. Submit (1) signed and notarized original copies of each Application and Certification for Payment to the construction manager via EMAIL. The copy shall be complete, including waivers of lien and similar attachments.

Submit Application for Payment to Turner by the last day of each month. Submit draft (pencil) copies of Application for Payment for review to Turner seven (7) days prior to due date (28th, 30th or 31st of the month). Final Applications for Payment, notarized with original signatures, containing all corrections as indicated by Turner.

Contractor shall provide an electronic copy of Certified Payroll Records and Interim Waivers of Lien (from all subcontractors, sub-subcontractors, suppliers, vendors, etc.) with each Payment Application. Certified payrolls are to be issued on standard New York State Department of Labor forms and sent directly to the department of jurisdiction for review and recordkeeping. Certified payrolls are **NOT** to be sent to Turner Construction or the

Architect/Engineer. A copy of this information (Laws of New York, General Municipal Law – Article 8 – Public Work) is available upon written request.

Until final payment, the Owner shall pay ninety-five (95%) percent of amount due the Contractor on account of progress payments.

Proof of insurance for items stored off site, copies of the Bill of Sale and copies of the Invoices are to be provided to the Construction Manager with the Application for Payment requesting payment for stored materials. The Construction Manager's visual inspection and photographs of materials is required

11.2 Changes in the Work

In addition to the requirements of the General Conditions regarding changes in the work, the following shall also apply.

- A. For proposed changes in the work, the Contractor shall submit an itemized detailed listing of all quantities with the applicable unit cost and extended price for each work item.
- B. The Contractor shall provide a detailed breakdown to justify the labor burden. The Construction Manager and the Owner reserve the right to reject any labor burden that is inconsistent with similar Contractors or does not correspond with initial submission of wage breakdowns.
- C. Time and material tickets must be submitted daily for a signature by The Construction Manager's Project Superintendent. No overhead or profit will be paid on additional wages paid for overtime work or standby work (contract work). Signed T & M tickets must be submitted for invoicing within 30 days after work is completed. All invoices are to include an itemized breakdown for material and labor.
- D. Changes to the work cannot be billed until a contract change order has been executed by all parties
- E. Mark up on allowances will not be allowed by the prime contractor, subcontractors will be allowed mark up in their work. Markups on all changes shall be as set forth in section 11.3, Formula for Changes.
- F. If Turner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, the contractor must notify Turner in writing the nature of the dispute and must, if so directed, proceed to complete the change on a time and material basis.

11.3 Formula for Changes

Percentage Markup and Procedures Applicable to Work Added to or Omitted from the Original Agreement

Lump Sum: Predetermined Lump Sum additions and/or omissions to the Agreement are to be based upon the estimated "Net Actual Cost", plus the following maximum percentages for Overhead and Profit. On proposals for decreases in the amount of the contract, the overhead and profit will be added to the "Net Actual Cost", thereby increasing the credit that would be deducted from the price of this agreement:

Time & Material: Additional Work to the Contract, authorized by The Construction Manager in advance to be performed on a Time & Material Basis, is to be based upon the "Net Actual Cost", plus the following percentages for Overhead & Profit:

Maximum % for Overhead & Profit

	Prime Contractor Markup on Own Work (T&M)	Contractor Markup on Sublet Work (T&M)	Subcontractor Markup
Contract	15%	5%	10%

Contractor's 5% mark on Sublet Work shall be on the total of labor and material only and excludes the Subcontractor's mark up.

For each change, for Contractor, Subcontractor or Sub-subcontractor involved, the total aggregate sum mark up for all contractors shall not exceed 25% of the value of the work.

General:

1. Submission of lump sum estimates and costs shall be itemized in a form satisfactory to The Construction Manager to permit ready analysis and evaluation. On Time & Material Work, daily reports to duplicate showing all field and shop labor expended and/or material delivered, shall be submitted to The Construction Manager's Job Staff. Invoices shall be submitted monthly.
2. No overhead and profit will be permitted on the premium time portion of overtime work.
3. Percentages shall apply to net difference in quantities for adds and deducts in any one change.
4. Percentages applied by sub-contractors for Labor & Material shall not exceed those of contractors.
5. "Net Actual Cost" defined:
 - a. **Labor**
 1. Wages of labor, including foreman and general foreman, engaged in this work and directly on contractor's payroll.
 2. Engineering and drafting performed with The Construction Manager's prior approval.
 3. Fringe Benefits established by governing trade organizations.
 4. Federal Old Age Benefits, Federal and State Unemployment Taxes.
 5. Net actual premium paid for Public Liability, Workman's Compensation, Property Damage, and any other forms of insurance required by the Owner.
 - b. **Material**
 1. Net cost of construction materials and supplies delivered to site, including applicable Sales and/or Use Taxes, transportation costs, trade and cash discounts. (Note: Sales Tax is not applicable to transportation costs).
 2. Costs of a special nature, approved in advance by The Construction Manager, such as for riggers, labor transportation, equipment rentals, royalties, permits and other expenses of this nature.
6. Percentages shall include the following overhead costs:
 - a. Supervision and Executive Expenses (both field and office supervision).
 - b. Small tools; incidental scaffolding, blocking, shores; appliances; contractor's trucks and driver, etc.; and the expense of maintaining same.
 - c. Administrative expenses – clerical, accounting, etc.; both at the Project and the contractor's home and site office.
 - d. Project Managers, Engineering costs, Shop Drawings, Proposal Preparation Review, Expediting Costs, etc.

- e. Taxes required to be paid by the contractor, but not included under the aforementioned "Net Actual Cost".
 - f. Any other miscellaneous general conditions necessary to complete the Change Order.
- 7. Percentages shall include all profit.
 - 8. Cost of Bonds, if applicable, are not included in the above percentages (i.e., no overhead and profit is allowed on bond cost). Bonds will be treated as a separate change. Proof of bond rates from the bonding company is required prior to final payment for additional bond costs. Adjustments to Bond costs will be by separate change order at end of project.

11.4 Access to Accounting Records

The contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement and the system shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to all the contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the contract, and the contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

11.5 Final Payment Procedure

The following requirements of the Contract Documents shall be fulfilled for Final Payment authorization:

- A. Satisfactory completion of construction work and acceptance by The Construction Manager, Architect, and Owner.
- B. Acceptance by The Construction Manager, Architect and Owner of written warranties and maintenance agreements.
- C. Acceptance by the Construction Manager and Architect of Record Drawings and "As-builts."
- D. Delivery to The Construction Manager of a satisfactory Waiver of Liens upon Final Payment and Guarantee(s).
- E. Delivery to The Construction Manager of a complete list of Sub-contractors and principal vendors with contact name, number and address. Include any applicable account numbers that shall be referenced at time of warranty request.
- F. Delivery to The Construction Manager of a complete file of Operations, Training, and Maintenance Manuals.
- G. Submission to The Construction Manager of an affidavit of all employees, vendors, and subcontractors has been paid in full.
- H. Delivery to The Construction Manager of Consent of Surety to reduce and/or release retention.
- I. Proof of delivery to Owner of attic stock and "extra" materials.
- J. Delivery to The Construction Manager of all meter readings for utility services.
- K. Delivery to The Construction Manager proof that all taxes, fees, and similar obligations have been paid in full.
- L. Acceptance by The Construction Manager, Architect and Owner that all construction equipment, material, etc. has been removed from project site.
- M. Acceptance by The Construction Manager, Architect and Owner of final clean-up.
- N. Submit formal Final Payment original of the Application for Payment to The Construction Manager.

12.0 Job Close-Out Procedures

12.1 Punchlist

Upon substantial completion of a major work area and prior to the Owner taking possession of the space, the Architect will conduct a punch list inspection upon written notification by the Prime contractors requesting such. After receiving a copy of this punch list, the Contractor shall take immediate, corrective action on all items. When all punch list items have been completed, the contractor shall advise the AE / CM in writing and the AE / CM will complete a final inspection for verification. Once the job and the area have been accepted by the AE, The Construction Manager and the Owner, final payment procedures will commence.

12.2 Not Used

12.3 Not Used

12.4 Contract Closeout

Before requesting inspection for certification of Substantial Completion, complete the following, and list exceptions in the request. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100% completion for the portion of the Work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete. Advise The Construction Manager of pending insurance changeover requirements. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, lien releases, and similar documents. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases. Deliver tools, spare parts, extra stock, and similar items. Advise the Owner's personnel of changeover in security provision.

Complete start-up testing of systems, and instruction (training) of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed. Complete final clean up requirements, including touch-up painting as required.

Each Contractor shall provide one (1) hard copy, as well as one (1) electronic copy, in the form of a thumb drive, of the following close out documents:

- a. Operation & Maintenance Manuals or Data
- b. Approved Submittals
- c. As Built Drawings
- d. Warranty Info and Documentation
- e. Training Documentation

The hard copy of listed information shall be neatly organized with table of contents and divided into sections for ease of use. Electronic files shall be neatly organized into appropriate folders with file names allowing for ease of access and use.

All contractors shall be advised that final retainage payment will be held until all close out documents/procedures have been submitted, approved, and reviewed by the Owner

12.5 Operation and Maintenance Data

The manual shall flag significant points to be observed or attended with the words "Attention:" and a brief description of the notice or action to be taken, separated from main text, in bold or italic type. Where operation poses hazard or risk to the operator, staff, patients, or the facility, the point shall be flagged with the word "Warning:" and a brief description of the hazard or action to be taken, separated from the main text, in bold or italic type. The procedures shall also clearly indicate the limits of work, which may be performed by other than manufacturers or installers' personnel during the warranty period without violating equipment warranties. Contractor shall submit the specified copies.

ALL O&M MANUALS SHALL BE PROVIDED IN A .PDF FORMAT, BOOKMARKED, WITH A HYPERLINKED TABLE OF CONTENTS ON THE FIRST PAGE. THIS REQUIREMENT SUPERSEDES THE SPECIFICATIONS.

12.6 Training

The Architect will identify those items of equipment and systems for which the Contractor shall provide formal training. The Contractor shall develop a proposed training plan for review and approval by the Construction Manager and the Owner. The plan shall provide for the completion of all required training prior to beneficial occupancy of the facility and shall include: 1- A weekly outline of all scheduled training, both classroom and on-site, describing the proposed presentation. 2- Day-to-day schedule showing times, major and subordinate subjects to be taught, and 3- locations. The Contractor shall provide all equipment, media and trained personnel to visually and audibly record all instruction-training sessions.

ALL CONTRACTORS SHALL VIDEO THE TRAINING SESSIONS AND PROVIDE A .MP4 DIGITAL FILE OF EACH TRAINING VIDEO as part of the closeout process. In the event the training sessions are completed without video recordings, the Contractor shall re-perform the training session in total so that a video copy can be turned over. This shall be completed at no additional cost to the contract. All training sessions shall be recorded regardless of significance unless previously waived by the Owner.

12.7 Warranties

Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and/or sub-contractors required to countersign special warranties with the Contractor.

Warranties specified in the individual Specification Sections are in addition to and not a limitation of other rights the Owner may have against the contractor under the Contract Documents. In all cases, periods of warranties and guaranties shall not commence until the date of substantial completion for the project. If said system is listed as incomplete work on the substantial completion certificate the equipment warranty shall take effect when the certified item being warranted or guaranteed is accepted by the Owner. Contractors are advised that additional warranty periods may be required if a piece of equipment is in operation and brought online prior to substantial completion. In such a case the extended warranty costs will be the responsibility of the Contractor.

Upon determination that Work covered by a warranty has failed, replace and rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

All warranties for the Project shall start **NO SOONER THAN October 1st, 2025**. Each Contractor is required to provide the extended warranties for all equipment/materials that has been turned over and accepted by the Owner for use regardless of the phased completion of the project.

12.8 Commissioning

See the Project Technical Specifications for detailed information.

* * * * *

ATTACHMENTS: EXHIBITS A - D

#	Activity ID	Activity Name	Start	Original Duration	Finish	2024												2025												2026					
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	Total		01-Dec-23	490d	31-Oct-25																														
2	Lowville ACS 2023		01-Dec-23	490d	31-Oct-25																														
3	Pre Construction		01-Dec-23	86d	02-Apr-24																														
4	A1000	Bid Period	01-Dec-23	26d	09-Jan-24																														
5	A1010	Pre Bid Walk Thru	12-Dec-23	0d																															
6	A1020	Bid Opening	09-Jan-24	0d																															
7	A1030	Award Contracts	22-Jan-24*	0d																															
8	A1060	Project Kick Off	29-Jan-24*	5d	02-Feb-24																														
9	A1040	Critical Construction Submittals	31-Jan-24*	20d	27-Feb-24																														
10	A1050	Remaining Construction Submittals	31-Jan-24*	45d	02-Apr-24																														
11	Main Campus		28-Jun-24	294d	22-Aug-25																														
12	Main Campus Renovations		01-Jul-24	293d	22-Aug-25																														
13	A1120	Area A - Toilet Room Renovations	01-Jul-24*	39d	23-Aug-24																														
14	A1140	Area C - Lobby Toilet Room Construction (ALTERNATE)	01-Jul-24*	39d	23-Aug-24																														
15	A1150	Area D - Nurses Suite HVAC Upgrades	01-Jul-24*	34d	16-Aug-24																														
16	A1410	Roof Recoveries (ALTERNATE)	01-Jul-24*	44d	30-Aug-24																														
17	A1170	Building Wide Fire Alarm Upgrades	01-Jul-24*	129d	03-Jan-25																														
18	A1380	Turnover Areas A, C & D to LACS		0d	23-Aug-24																														
19	A1130	Area B - Toilet Room Renovations	30-Jun-25*	39d	22-Aug-25																														
20	A1430	Replace Domestic Water Heaters (ALTERNATE)	30-Jun-25*	20d	28-Jul-25																														
21	A1160	Area E - 2nd Floor Special Education HVAC Upgrades	01-Jul-25*	33d	15-Aug-25																														
22	A1420	Area F - Gym Floor Replacement (ALTERNATE)	01-Jul-25*	38d	22-Aug-25																														
23	A1390	Turnover Areas B & E to LACS		0d	22-Aug-25																														
24	Main Campus Site Work		28-Jun-24	271d	23-Jul-25																														
25	A1200	Main Campus Athletic Fields Upgrades	28-Jun-24*	24d	02-Aug-24																														
26	A1440	Turnover Main Campus Field to LACS		0d	02-Aug-24																														
27	A1180	Main Campus - Sanitary Work (ALTERNATE)	01-Jul-25*	15d	23-Jul-25																														
28	Bostwick Street Site		03-Jun-24	336d	26-Sep-25																														
29	A1070	Establish SWPPP, Staging/Access, Prep for Athletic Fields	03-Jun-24*	20d	01-Jul-24																														
30	A1250	Athletic Field Rough Grading, Drainage, and Utilities	02-Jul-24*	45d	05-Sep-24																														
31	A1240	Bleacher & Field Light Foundations, Track & Field Subbase Systems	05-Sep-24*	20d	02-Oct-24																														
32	A1260	Pave Track, Establish Athletic Field Surface		0d	04-Oct-24																														
33	A1270	Parking Lots/Site - Rough Grading, Drainage, & Utilities	07-Apr-25*	30d	16-May-25																														
34	A1280	Install Bleachers & Press Box	05-May-25*	30d	16-Jun-25																														
35	A1300	Resilient Track Surfacing	09-Jun-25*	10d	23-Jun-25																														
36	A1290	Install Field Lights	18-Jun-25*	10d	01-Jul-25																														
37	A1310	Parking Lots/Site - Establish Subbase	23-Jun-25*	20d	21-Jul-25																														
38	A1320	Curbs & Concrete	14-Jul-25*	20d	08-Aug-25																														
39	A1330	Install Site Lighting, Fencing, Finish Utilities	04-Aug-25*	15d	22-Aug-25																														
40	A1340	Fine Grade Topsoil, seed & mulch	18-Aug-25*	10d	29-Aug-25																														
41	A1350	Pave & Stripe	25-Aug-25*	10d	08-Sep-25																														
42	A1360	Site Furnishings, Clean up	09-Sep-25*	5d	16-Sep-25																														
43	A1370	Turnover to LACS	26-Sep-25*	0d																															
44	Transportation Garage		30-Aug-24	40d	25-Oct-24																														
45	A1400	Transportation Garage Site Work (ALTERNATE)	30-Aug-24*	5d	09-Sep-24																														
46	A1220	Transportation Garage Renovations (Includes HVAC Alternate)	03-Sep-24*	39d	25-Oct-24																														
47	Project Closeout		30-Aug-24	299d	31-Oct-25																														
48	A1230	Main Campus First Summer Punch List & Substantial Completion	30-Aug-24*	15d	23-Sep-24																														
49	A1090	Transportation Garage Punch List & Substantial Completion	25-Oct-24*	15d	14-Nov-24																														
50	A1100	Main Campus Second Summer Punch List & Substantial Completion	26-Aug-25*	15d	17-Sep-25																														
51	A1080	Bostwick Street Punch List & Substantial Completion	11-Sep-25*	15d	01-Oct-25																														
52	A1110	All Contract Close Outs Complete		0d	31-Oct-25																														

Highlights Indicate Summer Break or Mid Year Recesses
 Milestone End Dates are for Owner Occupancy, all work must be complete for those dates.
 See 01 10 00 Special Provisions Exhibits for Areas

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone



01 10 00 - Exhibit C - Bostwick Street Overview



Maintain access and protect baseball field at all times

Temporary Construction Fencing

Temporary Construction Fencing

Staging Area

CM Trailer

Muster Point

GATE

Temporary Construction Fencing

- Bostwick Street Site Overview :**
- 1) Site Contractor responsible to provide and maintain all staging area and access roads
 - 2) Site Contractor responsible for adequate snow removal at all staging areas
 - 3) Temporary Toilets, materials staging, storage containers, etc to be located in staging area unless otherwise noted
 - 4) Site Contractor to provide temporary construction fencing including proper gates and security provisions as shown, unless otherwise noted
 - 5) Plan depicts general location of CM Trailer, exact location to be determined
 - 6) Drawing is not to scale, refer to 01 10 00 Special Provisions, 01 12 00 Multiple Contract Summary, and 01 50 00 for further details



Regarding Project: **Lowville Academy & Central School - Capital Project**

We are pleased to provide this information as a guide to assist your project team in efficiently completing your Pre-Task Plans (PTP) and Daily Construction Reports (DCR).

FREQUENTLY ASKED QUESTIONS:

Who needs to complete Pre-Task Plans?

Everyone. A PTP must be completed for each task being performed. For example, if a General Contractor is working on drywall finishing, painting, and tile setting, then (3) PTP's must be completed – (1) for each task.

How often do we do Pre-Task Plans?

Every day, for every activity.

What is the difference between a Pre-Task Plan (PTP) and a Job Hazard Analysis (JHA)?

They are similar but they serve different purposes.

- A JHA must be completed by your Safety Manager and is used as a means of identifying the risks and hazards associated with the work that you are planning to perform. Using the JHA, your company can identify what type of tools should be available to your workers on the day they start their task (such as scissor lifts, proper gloves, fall protection). A JHA is also a great tool for your workers to have on hand when they prepare their PTP's.
- A PTP must be completed each day by the tradespersons performing the work on site. The PTP must be reviewed with the team and signed prior to beginning work. The PTP should be kept in the work area so that it can be referenced or revised throughout the day.

Who is responsible for completing Daily Construction Reports?

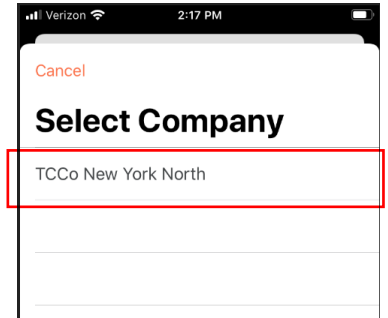
The Prime Contractor is responsible for entering DCR's. The Prime Contractor must enter a separate line item for each subcontractor performing work. This is best managed through a single point of contact, usually a superintendent or a foreman.

Follow these basic steps to successfully complete your PTP's and DCR's each day:

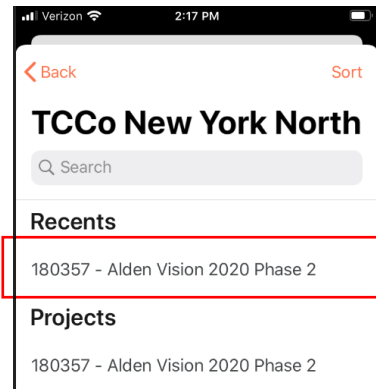
- Step 1. Your crew should meet at a common location each morning. This is where your team can complete your pre-work activities such as Toolbox Talks, and Pre-Task Plans.
- Step 2. Your crew lead or foreman will fill out your PTP and discuss the sequence of job steps with your team.
Note: This is a great time for your workforce to stretch prior to beginning the day's work.
- Step 3. The completed PTP should stay in the work area where it can be referenced or revised throughout the day.
Note: It is common for workers to switch tasks throughout the day. When this occurs, a new PTP should be completed for the new task.
- Step 4. At the end of the shift, PTP's should be turned in to each Prime Contractor's foreman or superintendent.
- Step 5. The foreman/superintendent is responsible for entering the DCR into Procore at the end of each day.
- Step 6. PTP's should be attached to the DCR as a photo or scanned document.
- Step 7. DCR's are reviewed and approved by the Construction Manager.

How to complete DCR's using your Phone or Tablet:

DCR Step 1. Download the Procore Application and log in.

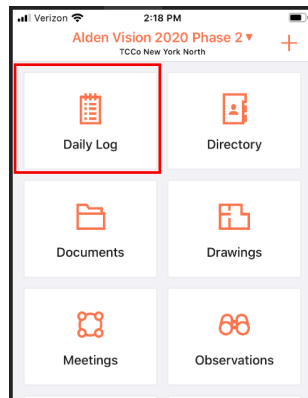


DCR Step 2. Select Company "TCCo New York North"

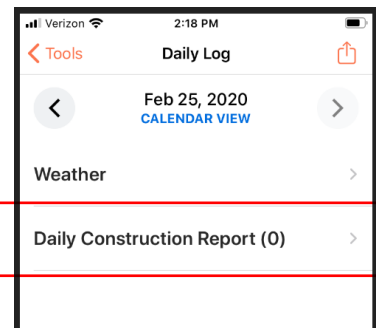


DCR Step 3. Select Project

191106 - Salamanca 3.3 - Prospect Addition and Renovations
191106 - Salamanca - Phase 3.4 - HS/District Office

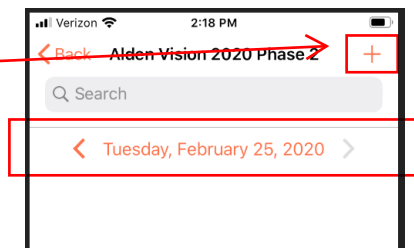


DCR Step 4. Select "Daily Log"



DCR Step 5. Select "Daily Construction Report"

DCR Step 6. Confirm that you are viewing the correct date, and begin a new entry using the + symbol.



DCR Step 7. Select your company as "Vendor" and select the performing contractor as "Trade". If you are performing direct work, then select "Direct Work" as the trade.

A screenshot of a mobile application form titled "New Construction Report". At the top, there are buttons for "Cancel" and "Save". Below, there are two dropdown menus: "Vendor (Required)" with "Transit Construction Services Corp." selected, and "Trade (Required)" with "Direct Work" selected. Below these are four input fields with numeric values and minus/plus buttons: "Foreman Workers" (1), "Foreman Hours" (8), "Journeyman Workers" (1), and "Journeyman Hours" (8).

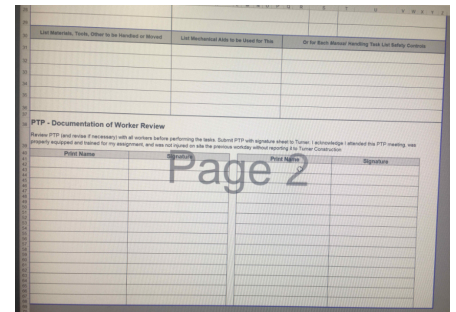
DCR Step 8. Enter the hours worked.

DCR Step 9. Type a description of the work being performed for this day.

A screenshot of the "New Construction Report" form showing the bottom section. It includes three more input fields: "Apprentice Hours", "Other Workers", and "Other Hours", each with a numeric field and minus/plus buttons. Below these is a text area containing the description: "Mobilized site fencing and performed investigative demolition." At the bottom, there is a red button labeled "Add Attachment".

DCR Step 10. Select "Add Attachment" to upload your PTP document.

DCR Step 11. Take a photo of the front and back of your PTP.



DCR Step 12. Click "Save"

A screenshot of the "New Construction Report" form, identical to the one in Step 7, but with a red box highlighting the "Save" button at the top right.

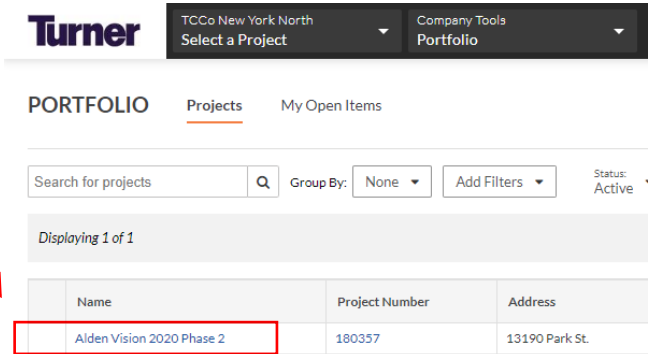
DCR Step 13. Repeat this process starting at step 6 for each additional subcontractor.

A screenshot of a mobile application showing a list of reports. The title is "Alden Vision 2020 Phase 2". There is a search bar and a date filter set to "Tuesday, February 25, 2020". The list contains two entries: "2 Transit Construction Services Corp. Trade = Direct Work" and "3 Transit Construction Services Corp. Trade = Tiede-Zoeller". A red box highlights the second entry.

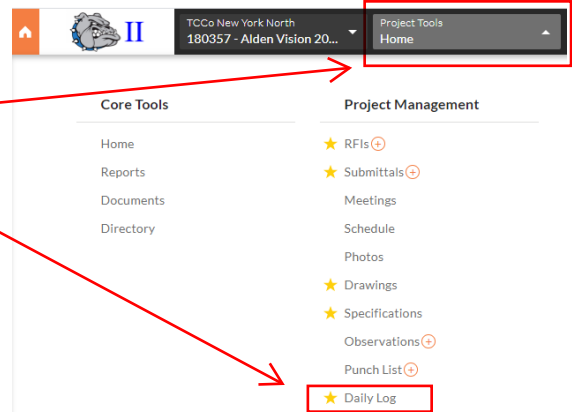
How to complete DCR's using your Computer:

Computer Step 1. Log into Procore.
<https://login.procore.com>

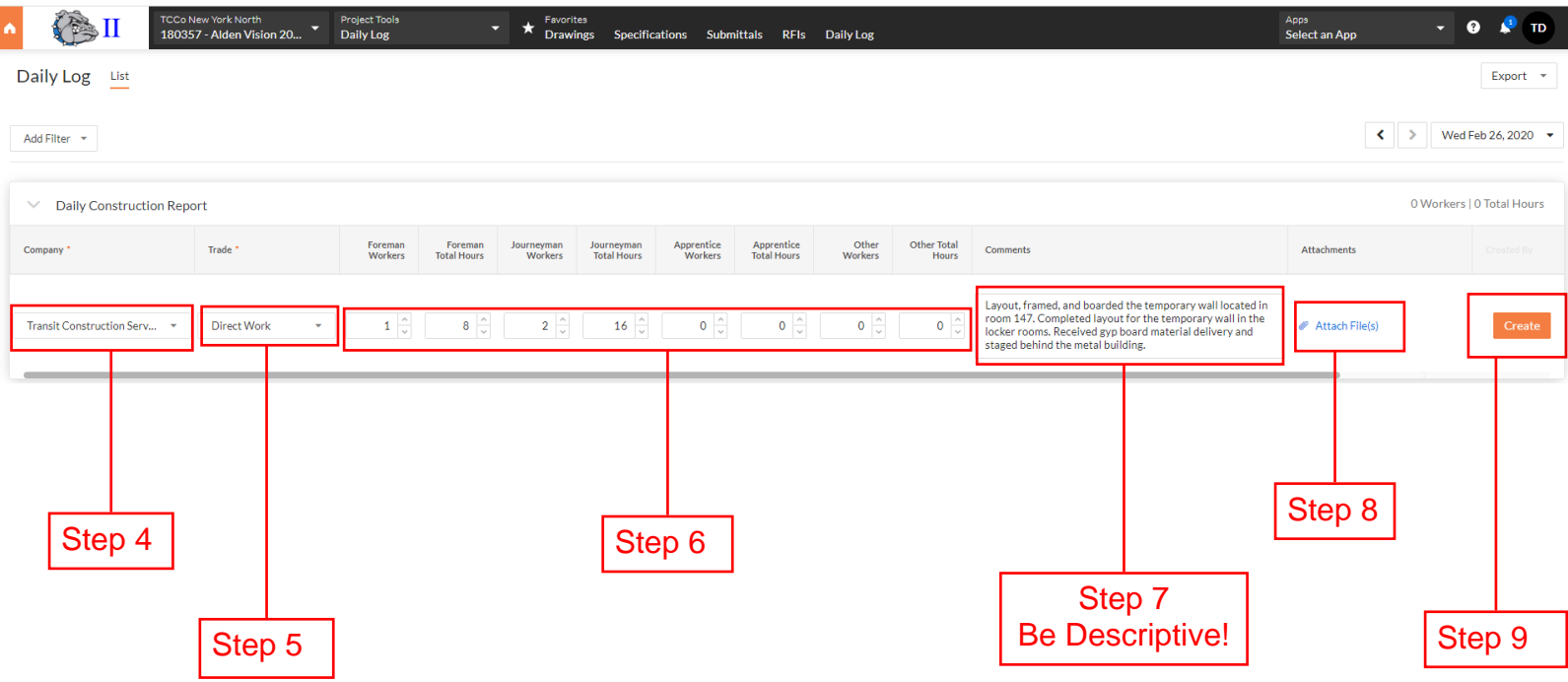
Computer Step 2. Select the appropriate project.



Computer Step 3. Click the "Project Tools" dropdown menu and select "Daily Log"



- Computer Step 4. Select your company.
- Computer Step 5. Select your trade. Use "Direct Work" for self perform work or select your subcontractor.
- Computer Step 6. Enter your manpower.
- Computer Step 7. Type the description of work in the "Comments" section. Be descriptive!
- Computer Step 8. Click "Attach File" to attach your PTP.
- Computer Step 9. Click "Create"



SECTION 01 11 10

COMMISSIONERS 155.5 REGULATIONS

PART 1 - GENERAL

1.01 CERTIFICATE OF OCCUPANCY

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

1.02 LEAD AND ASBESTOS

- A. All school areas to be disturbed during renovation or demolition have been tested for lead based paint, asbestos, and PCB. This project does involve known asbestos containing materials and lead. Refer to Sections 02 82 00 and 02 83 00.

1.03 SAFETY AND SECURITY STATEMENT

- 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.

1.04 SEPARATION

- A. 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 areas 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.
 1. 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.
 2. 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.
 3. All occupied parts of the building affected by renovations 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.

1.05 EXITING PLAN

- A. Provide a plan detailing how exiting required by the applicable Building Code will be maintained:
 1. Any proposed modifications during construction to the exiting of the facilities shall be reviewed by the Architect prior to execution.

1.06 VENTILATION PLAN

- A. Provide a plan detailing how adequate ventilation will be maintained during construction:
 - 1. Renovations within the existing buildings shall be performed when the buildings are not occupied.

1.07 CONSTRUCTION NOISE

- A. 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.

1.08 FUMES

- A. The contractors 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.

1.09 OFF-GASSING

- A. The contractors 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.

1.10 RESTRICTIONS FOR ABATEMENT IN OCCUPIED SPACES

- A. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. Note, it is our 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 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.
- B. 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.
- C. During the course of construction, each and every contractor, subcontractor, supplier, and entity shall perform their work so as not to disturb lead paint or other sources of lead in any manner that might pose a potential hazard to the Owner, occupants of the building, and/or the personnel of any contractor or other entity performing work on the project.
- D. 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 accordance with the HUD Guidelines.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

SECTION 01 12 00

MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions, special provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY OF WORK

- A. Project Sites:
 - 1. Lowville Academy & Central School
7668 North State Street, Lowville, NY 13367
 - 2. Bus Garage
5477 Bostwick Street, Lowville, NY 13367
 - 3. Bostwick Street Fields
Bostwick Street, Lowville, NY 13367
- B. The work will be bid under five (5) Prime Contracts. One set of Contract Documents is issued covering the multiple contracts. Each Prime Contract is defined as:
 - SITWORK CONTRACTOR (SC1)
 - GENERAL CONTRACTOR (GC1)
 - PLUMBING CONTRACTOR (PC1)
 - MECHANICAL CONTRACTOR (MC1)
 - ELECTRICAL CONTRACTOR (EC1)
- C. In addition to these Prime Contracts, additional Prime Contracts for District-wide improvements to building systems at this site and other locations may be bid separately.

1.3 WORK UNDER SEPARATE CONTRACTS

- A. The project will be constructed under a multiple-prime contracting arrangement.
- B. One set of documents is issued covering all multiple Prime Contracts. **Each Prime Contractor** is to review all drawings and specifications for complete understanding and knowledge of the work. **Each Prime Contract** is defined as, and includes, the following:
 - 1. SITWORK CONTRACTOR (SC1) - Divisions 00, 01, 31, 32, 33 Complete, and Divisions 02, 03, 05, 06, 07, 22, 26 as required for completion of the work, and all drawings listed in Section 00 01 15.
 - 2. GENERAL CONTRACTOR (GC1) - Divisions 00, 01, 02, 03, 05, 06, 07, 08, 09, 10 Complete and Divisions 22, 23, 26, 27, 31, 32, 33 as required for completion of the work, and all drawings listed in Section 00 01 15.
 - 3. PLUMBING CONTRACTOR (PC1) - Divisions 00, 01, 22 Complete and Divisions 02, 03, 05, 06, 07, 09, 10, 23, 27, 31, 32, 33 as required for completion of the work, and all drawings listed in Section 00 01 15.
 - 4. MECHANICAL CONTRACTOR (MC1) - Divisions 00, 01, 23 Complete and Divisions 02, 03, 05, 06, 07, 09, 22, 26, 27, 28 as required for completion of the work, and all drawings listed in Section 00 01 15.
 - 5. ELECTRICAL CONTRACTOR (EC1) - Divisions 00, 01, 26, 27, 28 Complete and Divisions 02, 03, 05, 06, 07, 09, 10, 22, 23, 31, 32, 33 as required for completion of the work, and all drawings listed in Section 00 01 15.

C. **Each Prime Contractor** is to include the following scope and coordination items listed below. The coordination items listed below are to be included but are not specifically limited to the following items:

1. **All Prime Contractors are responsible for all work under their Contract regardless of which drawing that work appears.** They are also required to apply specifications from these documents for work not specifically listed as their work. For example: The excavation and backfill specification would also apply to the plumbing contractor for their excavation and backfill.
2. Local custom and trade-union jurisdictional settlements do not control the scope of work included in each prime Contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime Contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
3. **Each Prime Contractor** shall supply and coordinate exact locations of embedded items in building concrete or masonry work with **General Contractor (GC1)**. **Each prime contractor** shall supply and coordinate exact locations of embedded items in site concrete or masonry work with the **Sitework Contractor (SC1)** as required. **Each Prime Contractor** shall monitor coordinate such items throughout concrete/masonry activities to ensure proper placement. If embedded items are not coordinated or are left out, the responsible contractor will be held accountable for all remedial costs to install.
4. Maintain within the field office a complete and current set of Contract Documents (including any Addenda, Change Orders, and Modifications thereto), approved shop drawings, samples, color schedules and other data pertinent to the Project
5. **Building Penetrations** (Including by not limited to walls and floors): **General Contractor (GC1)** shall provide penetrations at locations shown on Architectural Drawings (including structural, demo and abatement drawings). Including but not limited to cutting/ patching and loose lintels.

For locations not specifically shown on Architectural drawings (including structural, demo and abatement drawings) the **Prime Contractor** that requires a penetration for their work shall provide penetration (including but not limited to cutting/patching, loose lintels, and structural steel as required). **Each Prime Contractor** is responsible for reviewing exterior & interior elevations, as well as MEP drawings to identify locations. **Each Prime Contractor** is to provide exterior louvers for their work (unless otherwise noted).

New Areas:

General Contractor (GC1) shall furnish and install loose lintels for all openings in new masonry. Openings not coordinated with the **General Contractor (GC1)** are to be neatly saw cut by the **Prime Contractor** requiring the work. Loose lintels for work performed out of sequence are furnished and installed by the **Prime Contractor** requiring the work.

- a. **Each Prime Contractor** is responsible for their own trash removal (on daily basis). See Special Provision Section 7.15.
- b. **Selective Demolition:** The **General Contractor (GC1)** shall perform required selective demolition except when selective demolition and or cutting and patching are required solely by another Prime Contract to perform their work. Under this condition, the Prime Contractor needing the demolition and/ or cutting and patching to perform the work will accomplish the demolition. **Each Prime Contractor** shall restore demolished areas to match existing conditions or patch as required to accept new finishes as detailed in the contract documents. This is to include restoration work required as a result of removals. Any clarification of specific areas and responsibility is to be requested from the Architect via pre-bid RFI prior to the submission of bids per the INSTRUCTION TO BIDDERS. Unless assigned otherwise for their scope of work, all Contractors are responsible for cutting/patching required to complete their work. Repair of finish work shall be performed

by a qualified tradesman. All exposed finished work must be ready to receive paint, etc.; all concealed openings (piping, ductwork, conduit, etc.) must be repaired to comply with specified wall or deck conditions. Based on the above responsibilities of each Prime, maintain a negative pressure between the work area and the space surrounding the work area at all times by use of **negative air filtration equipment**.

- c. Contractors shall have the responsibility of keeping exterior wall system secure and water tight as it relates to their work. At locations where there are more than one contractor involved in an opening the contractor with the larger opening shall be responsible for maintaining security and keeping the opening water tight.
- d. Contractors shall provide, fasten down and label (hole) a piece of 3/4" temporary plywood protection over all floor holes created during their removals. Plywood protection is to be maintained until permanent patching is complete for the safety of all other trades.
- e. The Property Insurance (builder's risk) will be provided by the Owner however, Prime Contractors are responsible for the deductible of \$ 10,000.00 see Section 11.3 of AIA A232/CMa General Conditions included as part of this contract.
- f. Contractors shall return areas disturbed by their work activities to condition prior to start of work upon completion of their work or as required by CM, Owner or A/E.
- g. All removals and new work shall be performed in a manner that keeps required building systems functional. Temporary provisions, but not limited to, such as wiring, piping, ducting, reheat coils, and mounting equipment shall be provided by the Prime Contractor performing the work.
- h. Contractors to remove and dispose of all material shown to be demolished / removed. Unless a specific item or material is noted to remain the Owner's property. The owner reserves the right to retain any demolished material, said material shall be carefully removed and turned over and moved to a designated location within the school district. Below is a list of items to salvaged and turned over the owner:
 - Wall Clocks and Controls
 - Unit Heaters
 - Unit Ventilators
 - Motors from Air Handler Units
 - Circulating Pumps, Motors and Valves
 - Door Hardware
 - Dry Erase and Chalk Boards
 - Tack Boards

- i. **ROOF WORK:**
The **General Contractor (GC1)** shall furnish and install all EPDM Roofing and Repair work, and Foamed in Place Roof and Repair Work as described in the contract documents

General Contractor (GC1) to install thru roof penetrations including but not limited to roof curbs, and/or duct rails furnished by PC, MC and EC. The **General Contractor (GC1)** to create roof penetration (cut roof membrane and roof decking) at locations laid-out and coordinated with other trades. GC to install blocking, flashings as required to complete a water tight installation per roof manufacturer's existing warranty (contact CM for any existing Warranties) and or new warranty. **General Contractor (GC1)** to maintain roof opening protection (water tight) until roof equipment is installed. This includes all Curbs. PC, MC and EC are to furnish General Contractor (GC1) with a drawing and dimensions showing size and locations of all roof penetrations required for their work.

Example (mechanical curb):

- MC furnishes curb and layout.
- GC provides structural support at penetration

- GC will cut roofing material and roof sub structure
- GC provide wood blocking under curb,
- GC sets and secures curb to blocking level.
- GC flashes and seals curb.
- GC protects and maintains protection at opening until unit is set (keeps opening watertight).

Any damages to the existing building due to weather infiltration and/or other environmental issues due to improper weather protection will be the financial responsibility of the contractor. If any remediation work is required, the appropriate specification section must be followed, and all rework will be approved by the Owner, Architect, and Construction Manager prior to proceeding.

Plumbing Contractor (PC1), Mechanical Contractor (MC1), Electrical Contractor (EC1) are to furnish roof curbs, sleepers, rails to **General Contractor (GC1)** as required for their work. Contractors shall provide these items a minimum of 10 days prior to roof penetrations. Each Prime Contractor is required to anchor their equipment to roof curb. Anchor/ attachment method shall not interfere with roof system. Therefore, keeping the roof penetration watertight

General Contractor (GC1) to provide steel support framing at new roof penetrations greater than 100 square inches as shown on all Prime Contract drawings and Structural Drawings. GC to coordinate layout with PC, MC and/or EC. If drawings do not provide support detail, assume C6x8.2 welded channel on all sides of opening with bracing as required. GC is responsible for welding each steel support to the structure.

General Contractor (GC1) shall provide blocking, sleepers, boots, pitch pockets and flashing material for new or existing roof penetrations. The GC is required to hire an appropriate MEP trade to disconnect / reconnect existing roof top equipment as required to complete new roof work.

General Contractor (GC1) shall include final cleaning of the roof when directed by CM. Each and every roof shall have drains cleared and loose debris picked up and disposed of in a dumpster. Include removal of all unidentified materials left by all trades.

6. Access door requirements: **General Contractor (GC1)** to provide and install all access doors as shown on the Architectural drawings and or in the amount indicated in the specifications. Access doors that are required but not shown on drawings are as follows.

Existing Surfaces:

Each Prime Contractor that requires an access door(s) for their work is required to furnish and install a lockable 24" x 24" access door(s). All doors will carry appropriate rating for existing condition.

New Surfaces:

Each Prime Contractor that requires an access door(s) for their work is required to furnish access door(s) & provide layout to **General Contractor (GC1)** for installation during wall construction. All doors will carry appropriate rating for existing condition. Any access door not provide to **GC** at time of wall construction will become that contractors responsibility to install the access door.

7. **Each Prime Contractor** shall coordinate incorporation of their work with casework shop drawings to be provided by the **General Contractor (GC1)**.
8. **Each Prime Contractor** is responsible for their own Excavation and Backfill as required for installation of their work.

9. The Work separation line between building/site utilities and building/site earthwork is defined at 5' outside the building perimeter wall except at courtyards where all work within the courtyard area is by the respective building trades **Prime Contractor**.
 10. Final connections of building utilities to site utilities are by the **M/E/P Prime Contractors**.
 11. Housekeeping Pads: **Each Prime Contractor** shall be responsible for concrete housekeeping pads for their equipment/work.
 12. The **General Contractor (GC1)** shall install equipment sleeves furnished by other Prime Contractors for penetrations through new masonry/concrete walls, slabs and roofs etc. **Each Prime Contractor** requiring equipment sleeves through existing masonry/concrete walls, slabs, and roofs will be required to make their own penetrations.
 13. Contractor(s) shall coordinate all testing and special inspections with CM and Owner's Testing Agent(s) a minimum of 72 hours in advance of required test or special inspection. The contractor shall be responsible for any and all charges for any non-notification or last minute cancellations of this agent. Any areas backfilled without testing will be dug out and replaced to meet the specifications.
 14. Contractor(s) shall be responsible for additional cost incurred by Owner for re-testing or re-inspection of work due to test/ inspection failure or non-conformance work.
- D. Listed below are prime contractor specific requirements. These items are in addition to the items noted in Section C (above):

1. **Sitework Contractor (SC1)**

- a) Provide provisions for Construction Manager Field Office as detailed in Section 01 50 00, Temporary Facilities - Exhibit E.
- b) The **Sitework Contractor (SC1)** shall be responsible for the construction, maintenance, and removal/restoration of site staging areas, office trailer locations, and access roads as shown on the Phasing & logistics plans. Contractor shall assume 12" compacted crusher run, leveled over geotextile woven fabric.
- c) The **Sitework Contractor (SC1)** shall be responsible for winter weather protection and snow/ice removal at the Bostwick Street site, for the entire duration of construction. This includes, but not limited to, protection of stored materials, shoveling, snow plowing/removal, de-icing, restoration of loose surfaces (stone, grass, etc.).
- d) The **Sitework Contractor (SC1)** shall provide temporary construction fencing, consisting of 6' x 12' free standing fence panels and base units, as shown on the Phasing and Logistics Plans, and/or to be located as directed by the Construction Manager. Panels to be mechanically fastened to one another and each panel shall have stabilizer bracket with weights at each base or as required. This contractor shall also provide 20'- 0 swing gates at the entrances/exits of each site, or as indicated on the phasing and logistics plan. Include welded latching devices, with 20 master locks, keyed alike, to be turned over to the Construction Manager for distribution. It is expected that this contractor shall be responsible to maintain 100% site security for the Bostwick Street Field site, for the entire duration of construction.
 - a. Include labor and material for 500 LF of 6' movable fence and posts and (1) 12ft gate allowance for emergency exit routes as construction progresses at locations directed by the CM. For proper tracking, provide tickets indicating LF of installed or relocated fence on a daily basis to the CM.
 - b. Include labor and material allowance for installation of 1,000 LF Orange fence and posts for emergency exit routes as construction progresses at locations

directed by the CM. For proper tracking, provide tickets indicating LF of installed or relocated fence on a daily basis to the CM.

- e) Provide and maintain all requirements and provisions noted within the SWPPP plan. Silt fence as shown on site plans around entire perimeter of staging areas, construction roads, soil stockpiles, etc. All fences shall be installed as shown on drawing details. **Sitework Contractor (SC1)** on site superintendent shall walk with SWPPP Inspector and make any corrections to the SWPPP Plan immediately following their weekly walk. Provide monthly written reports submitted to the design team confirming all areas were checked and restored. The DEC Blue book shall be the minimum requirements. Maintain working area in compliance with the SWPPP Plan. This contract will be required to sign the Contractor Certification form included in the SWPPP. The employee listed on the form will be required to complete the NYSDEC Endorsed 4-hour erosion and sediment control training and be on site during all ground disturbing activities.
- f) The Sitework Contractor (SC1) shall include cleaning of all debris tracked onto the streets/parking lots adjacent to the construction areas. Provide proper means to clean wheels of vehicles prior to leaving site. Reference the SWPPP Plan.
- g) This contract must ensure dust/noise/safety/security barricades, signage, and temporary fencing are in place prior to starting any work.
- h) This contract will be required to have a spill control and containment kit on site at all times. At a minimum, the kit should contain absorbent material such as kitty litter or sawdust, acid neutralizing agent, brooms, dust pans, mops, gloves, goggles plastic and metal trash container.
- i) The Sitework Contractor (SC1) shall be responsible for coordinating any utility shut offs with local utility providers and municipality to complete their work, including all associated costs. Notify CM a minimum of one week prior to utility shut off, CM to coordinate with Owner.
- j) Include protection of existing building to remain within construction area.
- k) Prior to commencing any excavation work the contractor shall contact dig-safe to verify locations of underground utilities and shall notify appropriate governing bodies.
- l) Prior to commencing any excavation work, this contractor shall complete an existing utilities survey, utilizing ground penetrating radar (GPR) services, identifying both private and public underground utilities throughout the construction limits. Provide an electronic AND full size hard copy drawing of the survey to the CM, Architect, and Owner before starting work.
- m) The Sitework Contractor (SC1) shall provide, maintain, and remove all Concrete washout facilities, storm structure protections, and off site tracking sediment controls for all campuses where site work is occurring and in accordance to the SWPPP requirements detailed in the contract documents.
- n) It is the responsibility of this contract to provide and maintain any additional access roads/paths to complete the work in a manner that minimized vehicle traffic over soils/subgrades to remain at no additional costs. For any additional access roads/paths this contract shall include all cuts, stabilization fabric, and minimum of **compacted crushed stone. Include removals and restoration.
- o) The Sitework Contractor (SC1) shall secure the services of a licensed land surveyor for all surveying and layout necessary to complete the work of this contract, which includes but is not limited to storm structures, storm piping, water and electrical utilities, subbase, site concrete, concrete pavers, asphalt, etc.

- p) Site Electrical Scope of work as follows:
- a. **Sitework Contractor (SC1)** shall provide all trenching/excavation, compaction, concrete/reinforcement for ductbanks, bedding, backfill, and restoration for site electrical work.
 - b. **Electrical Contractor (EC1)** shall provide site lighting pole bases for parking lot lighting, **Sitework Contractor (SC1)** to install pole bases.
 - c. **Electrical Contractor (EC1)** shall provide and install conduit, junction boxes in ground pull boxes (outside the athletic field limits), poles, luminaires, wiring, accessories and connections.
 - d. Within the limits of the turf athletic field footprint, the **Sitework Contractor (SC1)** shall provide and install in ground pull boxes or junction boxes, to ensure compatibility with the turf field system.
- q) The **Sitework Contractor (SC1)** shall coordinate all sequencing of work with the **Electrical Contractor (EC1)** in order to prevent any delays or interference with each other's scope of work.
- r) Cut and fill grade as shown on drawings.
- s) All surveying and layout (line and grade) necessary to complete the Work of this Contract.
- t) Remove and/or relocate all trees, shrubs, vegetation, and root systems shown on the plans AND as required for installation of construction roads/staging areas, additions, renovations, etc. If over excavation is necessary to perform this work, replace with compacted select fill.
- u) All site demolition and removal of all exterior asphalt, concrete, subbase, lawn areas, signage, saw cutting, earthwork, etc. as required for new work.
- v) The **Sitework Contractor (SC1)** shall acknowledge that the Owner reserves first right to retain any spoils, including top soil, millings, etc. The Construction Manager, on the owner's behalf, may direct the contractor to haul and deposit said material, on District property.
- w) Existing soils are likely to become unstable if exposed to rain and wet conditions. This contract shall immediately cover/protect all soils. Heavy truck traffic on existing soils will likely cause them to become unstable. If this contractor chooses to run trucks over existing subgrade and soils become unstable, undercuts shall be performed at no costs to the Owner. It is advised that all topsoil be pushed to limits outside of the field and pavement areas and then loaded at that point.
- x) All topsoil shall be screened free of stones and tested for proper chemical balance by this contractor. Provide written report from qualified independent testing lab. Include all amendments necessary for all topsoil.
- y) All temporary protection needed for existing items to remain (i.e. trees, sanitary structures, fire hydrants, light poles, utility lines, etc.). Include steel traffic plates as required.
- z) This contractor is responsible for all underground storm, sanitary, water piping to within 5'-0 of the building footprint. Coordinate connection point(s) and locate on as-built drawings. Include excavation, disposal of spoils off site, manholes, drywells, catch basins, fire hydrants, cleanouts, pipe bedding, piping, marking tape, testing, backfill and compaction. Include all patch and match and landscaping required. Include flushing and cleaning all underground piping prior to capping. CM/Owner must be present to witness this flushing. Provide written report and digital photographs on a flashdrive for record.

- aa) Include scoping and cleaning of new and existing storm drainage and sanitary piping within the construction areas. If existing piping is discovered and/or damaged, regardless if it is shown on the contract drawings, it is the responsibility of this contract to ensure pipe is repaired and there is no further damage present.
- bb) Include modifying any and all, both new and existing, rim elevations (storm, sanitary or electrical) as necessary to accommodate grading in blacktop or lawn areas. It is the contractor's responsibility to maintain surface drainage.
- cc) Include orange fence barricades and steel plates around any open excavation (regardless of depth) at the end of each working day to ensure safety of others.
- dd) All earthwork and grading (cut/fill) as required for new sidewalks and access roads as shown in the contract documents. New sidewalks/Roadways need to be backed up to new pavement by tapering to existing grade; compacted and seeded to 80% germination.
- ee) All athletic field surfacing, including but not limited to clay/stone dust, sod/grass, turf, resilient track surfacing, infills, drainage, and subbase systems complete.
- ff) Provide all athletic grass field/infield remediations as noted in the contract documents. Include all watering materials required to establish growth for owner/AE sign off at no additional costs.
- gg) This contract shall coordinate one week in advance with the CM and AE for the planarity check of the turf stone that is to be performed before the turf is installed. Reference the contract specifications for further details and requirements.
- hh) This contractor shall obtain three (3) five-gallon bucket samples of turf infill stone from the pile produced specific for this project from the quarry quality control personnel and deliver them to the testing agency. These samples will be identified as an early critical submittal and must be collected and turned over a minimum of two (2) months prior to stone being needed onsite.
- ii) This contractor shall inspect and sample turf stone CONTINUOUSLY throughout the infill process to ensure material meets the approved submittal and specification requirements. If, during infill, the material is found to be unsuitable or deviate from contract requirements, it is the responsibility of this contractor to stop infill and notify the CM immediately. This contractor shall be responsible for any and all costs incurred to remove unsuitable or non-conforming fill material.
- jj) The Site Contractor – SC1 shall coordinate and schedule, with the Landscape Architect, execution of the Double Ring Infiltrometer Test ASTM D3385.
- kk) All exterior concrete sidewalks, curbs, and gutters as detailed. Include all subbase, compaction, reinforcing, expansion joints, contraction joints, isolation joints and sealants as required by contract documents. The subbase must be compacted to 95% maximum dry density by this contract prior to placement of finish material. Include all formwork to complete this work. Rub all exposed portions of any retaining walls or other concrete surfaces
- ll) Provide all control joints, dowels, construction joints, expansion joints, isolation joints, keys, saw cutting, tooling, scoring, chamfers, and finishing as required by the Contract Documents. ACI standards or standard construction practices. Seal/caulk joints as required.
- mm) Provide and install all reinforcing steel, tie back rods, plates, mesh, anchor bolts. Keep these items stored on pallets to prevent direct contamination or excessive

rusting. Include installation of and additional reinforcing for all sleeves in walls, floors, footings, as required.

- nn) All exterior concrete bollards, brick piers, fencing, gates, flag poles, benches, etc. as required by contract documents.
- oo) Include all shorting and underpinning of slabs, foundations, etc., as required for installation of the work of this contract.
- pp) Any and all asphalt work including sidewalks, gravel paths, access roads, parking areas, base, binder and top wearing surface. Include tapering surface to drainage structures. Contract to include the installation of any existing line stripping that was removed during construction
- qq) Where new pavement is called to be installed adjacent to existing fencing, include removal and reinstallation of fencing fabric, rails, hardware, gates, etc., in order to install pavement.
- rr) Provide temporary ramping at all changes in elevation from existing pavement to new pavement work in this project for safe vehicle traffic during the work. Coordinate vehicle access with CM.
- ss) Coordinate with Owner's inspection agent direct to be present to verify subbase compaction or anytime any concrete placement is occurring. This contract shall be responsible for any and all charges for any non-notification or last-minute cancellations of this agent. Any areas backfilled without testing will be dug out and replaced to meet the specifications.
- tt) Include all wall padding, picnic tables, benches, site furnishings, etc., including removal and reinstallation of existing where applicable.
- uu) Provide final cleaning for all reconstructed areas, specifically at the Bostwick Field Site, including but not limited to, sidewalks, parking lots, resilient track surfaces, bleachers (including stairs/ramps), press box, etc.
- vv) At substantial completion, clean out all trench drains, catch basins, drain inlets, sediment basins, both new and existing.

2. General Contractor (GC1)

- a) The General Contractor Scope of work includes, but is not limited to Demolition, Abatement, Structural Demo/Modifications/Framing, Exterior Walls, Roofing, Interiors (ceramic tile, wall base, exterior wall panels and louvers, GWB assemblies), Masonry, carpentry, flooring, painting, acoustical panels, doors/frames/hardware, glazing, specialties (casework and counter tops, signage, Lockers, curtains, etc.)
- b) Work to be completed as shown on the Milestone Schedule and associated Phasing Plans. All work shall be bid to include the appropriate shifts and crew size to complete all work as detailed on the Milestone Schedule. If equipment/material lead times do not allow for work to start as scheduled, this contract shall include expedited installation to meet required completion dates.
- c) Provide elevation benchmarks at each building elevation where work occurs prior to the start of any work.
- d) Provide and maintain all temporary partitions and exits.

Abatement:

- e) Work to be completed as shown on the milestone schedule. All work shall be bid to include appropriate number of shifts (potentially 2) and crew size to complete as detailed on the project schedule.
- f) Post buildings (10) business days prior to beginning any abatement. In addition, this contractor will hold information sessions with each building's faculty/staff 5 days prior to the start of work where the asbestos and lead abatement procedures/safety regulations specific to this project will be reviewed.
- g) Provide fans and ventilation as required to perform this work and for the safety of the workers, occupants, etc. Temporary duct shall be used to transport dust to the outside of the building.
- h) Provide pressure differential meter and chart recorder as specified.
- i) Provide temporary lighting required to perform work. Provide all extension cords, light stands or generators as necessary. Any connection costs required by the Electrical Contractor shall be paid directly by this Contract.
- j) Provide your own temporary power, lighting and water. Power and water are available on site, but may not be in the immediate vicinity. It is up to this contract to provide all hoses, extension cords, light stands or generators as necessary. Coordination with CM on accessing utilities to use.
- k) Field verify quantities of asbestos prior to the bid. Contact CM for access.
- l) This contract shall include all floor flashing, patching and leveling required to allow for safe access and egress after abatement is completed, as well as to install new flooring.
- m) All asbestos abatement shown or described on the Contract drawings. All asbestos waste bags must be removed from the site each day and Owner must be notified of transport and storage on a daily basis. Provide copies of all required certifications/logs. This contractor shall ensure that the surfactant utilized is acceptable to floor finish manufacturer to be used for future floor finishes and has no lingering fumes/odor. Obtain floor manufacturer's acceptance in writing prior to starting abatement.
- n) Removal and reinstallation of ALL obstructions (including but not limited to ceilings, carpet, millwork, metal cabinets/shelving, furniture, etc.) required to perform abatement work. VAT should be assumed to be below all cabinets, caseworks closets, etc. Care must be taken not to damage those items NOT intended for demolition or the cost of repair/replacement will be by this Contract. Be sure to review all contract drawings and coordinate with CM.
- o) This contract shall be responsible to cover and protect all surfaces of existing white boards, Smart Boards, cabinets, closets, countertops, bookcases, unit vents, fin tube, ductless splits etc. to avoid damage during abatement, and demolition. Protection will be secured and maintained as necessary. This contract shall photo document all rooms prior to starting any work.
- p) Additional testing costs for all asbestos and lead sample failures will be the responsibility of this Contract (This includes dust overloaded samples).
- q) Provide (4) four copies of disposal manifests to the CM for turnover to the A/E and Owner.

- r) Where asbestos containing plaster, ceilings are scheduled to be abated, removals of drop ceilings, lighting and miscellaneous ceiling fixtures are to be performed under abatement containment. Coordinate with each Prime Contractor as some items may need to be salvaged for reuse.
- s) During ceiling removal use extreme caution as existing building utilities must remain including but not limited to Fire Alarm, Data, Power, Phone, CCTV, DDC wiring etc. Damages to any existing utilities will be the responsibility of this contractor to repair and or replace.

Demolition:

- t) Provide an OSHA (1926.850(a)) compliant demolition plan to the CM five (5) days prior to starting any removals or demolition work. This plan will detail each work operation and what safety procedures will be followed. Include all requirements of the Demolition Work as specifically defined in the drawings and specifications and as indicated in this scope of work. DEMOLITION DRAWINGS DO NOT INDICATE ENTIRE AMOUNT OF DEMOLITION REQUIRED TO OCCUR.
- u) Cover and protect all existing floor drains, cleanouts, floor receptacles, etc. prior to starting any work. Maintain protection until new finish work begins. This contract will be responsible to clean any sanitary lines that are plugged with construction debris.
- v) Include all requirements of the Demolition Work as specifically defined in the drawings and specifications and as indicated in this scope of work. Items dashed, but not specifically labeled, are included in this bid (coordinate with finish plans to identify all scope). DEMOLITION DRAWINGS DO NOT INDICATE ENTIRE AMOUNT OF DEMOLITION REQUIRED TO OCCUR. This contract is responsible for having an intimate knowledge of the new Room Finish Schedules for each building and new architectural plans which add new scope items to this work. All demolition required to allow the installation of new finishes and their recommended installation is included in this contract.
- w) Confirm shut down of mechanical, plumbing and electrical systems with the CM and respective Contractors prior to starting any work. Obtain written sign-off from Prime Contractors that all equipment has been disconnected and any items to be salvaged have been removed and stored. Turnover copy of signed consent to CM prior to starting any work.
- x) Maintain a negative pressure between the work area and the space surrounding the work area at all times by use of negative air filtration equipment.
- y) Provide protection to surfaces not scheduled to be removed such as but not limited to doors, walls, floors, ceilings, casework, millwork, lockers, equipment etc. Polyethylene shall be used to cover existing furniture before demolition begins. If Furniture is not removed in its entirety then the remaining furniture shall be stacked into a corner of the room and protected by Polyethylene. Rooms MUST be swept clean after demolition.
- z) This contract must ensure dust/noise/safety/security barricades, signage, temporary partitions and temporary fencing are in place prior to starting any work. If barricades have not been provided by others (See Site Logistics Plans and Special Provisions) they shall be included in this contract as required to perform your work.
- aa) Include demolition of all door hardware at doors shown to be removed including door stops, floor latches, dustproof strikes, etc. Coordinate removals with EC on electric hold-opens and strikes, if applicable

- bb) Include any and all temporary shoring and installation of support lintels required by demolition, saw cutting, etc. and installation of new openings in existing walls. Hire an independent PE to review and stamp your demo/shoring plans prior to starting work.
- cc) Include demolition & removal of floors and ceilings for Mechanical duct penetrations including but not limited to removal / reinstall of existing ceiling systems, casework, floor saw cutting/ patching, reinforcing to floors/ ceilings as indicated on contract documents. See both Mechanical and Architectural drawings for locations and sizes.
- dd) Include removal and reinstallation of ceilings for structural steel removals, modification, and installation. See both structural, architectural, and mechanical drawings for locations and sizes.

General:

- ee) Include protection of existing flooring to remain (GC to review Architectural drawings) in construction areas, this includes but is not limited to terrazzo, VCT, quarry tile, hardwood and carpet. Particular care will be given to areas that will be exposed to weather after structural demolition.
- ff) Joint sealants where any two-dissimilar materials touch, when one or more items are a part of this package is included in this contract.
- gg) Furnish and install any and all blocking required to support this contacts work. All wood blocking shall be fire treated.

Excavation / Concrete:

- hh) Within the existing building footprint, this Contractor shall provide all concrete/slab removals, excavation, backfill, balancing, soil stabilization fabric and porous fill under slabs, backfill per specifications, etc. for completion of this contract. All compaction is included in this contract. The sub-base material and vapor barrier for the slab on grade is to be included in this Contract. Structural fill and geotextile fabric where required to bring foundations and floors slabs to grade.
- ii) Shoring and underpinning the existing building foundations and slabs as required for the installation of the work of this Contract.
- jj) Within the existing building footprint, provide and install all reinforcing steel, tie back rods, plates, mesh and anchor bolts. Keep these items stored on pallets to prevent dirt contamination and excessive rusting. Include installation of and additional reinforcing for all sleeves (provided by other trades) in walls, floors and footings as required. Other trades will provide location.
- kk) Furnish and install all embedded items as required for the scope of this work. In addition, layout and install all embeds as required by other trades. These materials will be delivered to the staging area. This contractor will unload the material, store it and move the material to the location needed for proper installation.
- ll) Provide all control joints, dowels, construction joints, expansion joints, isolation joints, keys, saw cutting, tooling, scoring, chamfers, and finishing as required by the Contract Documents, ACI standards or standard construction practice. Seal all joints in areas that do not receive floor finishes.

Structural and Miscellaneous Steel:

- mm) Provide Structural Steel complete per the drawings and specifications including any primed, painted or galvanized finishes. No power hookup is figured for the welders or stud welders. Supply portable welders with generators for the scope of this work.
- nn) No hoisting will be permitted over an occupied building. All requiring hoisting over the building shall be performed on second shift, weekends, off-hours etc. Complete protection of the roof being hoisted over is by this contract. This includes work over the Summer. Rigging Plan to be submitted to CM for review at a minimum 72 hours in advance. Coordination of all rigging goes through the CM.
- oo) Provide all weld plates, embeds, seat angles, CMU wall clips and anchorage.
- pp) Furnish all loose lintels as required for door openings, coiling doors, window openings, clear passages, etc. (whether or not shown on contract drawings). All lintels shall be properly identified with specific locations to avoid confusion during installation. If a door is shown on the door schedule, a lintel shall be figured regardless of it is shown on the structural drawings or not. This contract is required to have an intimate knowledge of all contract documents.
- qq) All exterior wall lintels are to be galvanized.
- rr) All steel members or angle frames for all MEP roof penetrations and rooftop equipment. This contractor is required to review all Plumbing, Mechanical and Electrical documents to establish quantities prior to bid. Coordinate locations with contractors in the field prior to installation.

Masonry:

- ss) Keep all cavity walls clean and cover all wall cavities at the end of every shift to ensure no moisture infiltration occurs. Document and maintain photos of this protection each week. Also cover any stockpiled material exposed to the elements.
- tt) Include installation and remobilization to infill all beam/joist pockets in masonry walls. Include installation of anchor bolts and embeds as required.
- uu) In new construction or infill work furnish/install all loose lintels and or all bond beams as required for door openings, overhead door openings or window openings (whether or not shown on Structural, Architectural or both).
- vv) Coordinate with all contractors for the installation of work, by others that penetrates your work, i.e., wall penetrations for lights or hose bibs, fire extinguisher cabinets, clean outs, etc. Mortar around penetrations to seal.
- ww) Furnish and install HM door frames in masonry walls. Layout, set, brace and plumb the frames prior to masonry installation. This contract will be responsible to grout frames set in new masonry walls solid.
- xx) Final clean the masonry per the contract documents in coordination with CM. Protect adjacent work from acid or other cleaners used to clean the masonry, which may adversely affect the adjacent materials. No uncontrolled water is permitted inside the building. All openings must be covered with reinforced poly prior to starting washing. Perform cleaning off hours if necessary to avoid delay to other trades. Clean up any/all debris resulting from the cleaning process.
- yy) Area below scaffolds shall be raked clean and restored upon completion of masonry work.

- zz) The **General Contractor (GC1)** shall be responsible for proper concrete washout and disposal for their concrete work. This includes furnishing and removing a concrete washout facility at any and all project locations where concrete is being placed.

Metals / Framing / Insulation / Exterior Insulation and Finish Systems:

- aaa) Provide all exterior cold-formed metal framing that is part of exterior wall assemblies and roofing assemblies. This includes but is not limited to framing behind metal composite panels, framing behind brick veneer, framing for parapet walls, framing for roof edge/integral gutter, etc. Any new framing shown as part of an exterior assembly shall be treated as cold-formed metal framing whether shown on drawings or not. Include any modifications to existing exterior framing as required to install new. Provide framed openings for all ductwork penetrations.
- bbb) Provide all exterior wall sheathing.
- ccc) Include exterior metal stud framing shown on drawings as part of this contract. Include modification/removal of existing framing as required to install new.
- ddd) Provide fluid applied membrane air barriers for all exterior systems except at roofing systems.
- eee) Provide all thermal insulation behind new metal composite panels and in all cold-formed metal framing installed as part of this contract. Include insulation behind exterior ceiling/soffits at the Main Entry additions.
- fff) Provide all spray foam insulation shown on the contract documents.
- ggg) Provide all interior and exterior metal composite material wall panels. Include all miscellaneous framing and supports for a complete system whether shown on drawings or not. Provide all shimming, trueing, leveling horizontally and vertically to properly align panels and joints. All touch-up shall be completed for a seamless look.
- hhh) The **General Contractor (GC1)** shall furnish and install EPDM Roofing and Repair work as described in the contract documents.
- iii) Provide all gutters, downspouts, associated fasteners and trim as shown.
- jjj) Provide all flashings and trim as shown.
- kkk) Provide Fire stopping as shown.
- lll) Provide Joint sealants as shown.
- mmm) Provide Expansion Joist Cover Assemblies as shown and/or as required by manufacturer's recommendations.

Wood / Millwork / Casework:

- nnn) All Wood Blocking (interior and exterior) as required for the work of any part of this contract. It is the responsibility of this Contract to verify all blocking has been installed in the proper locations and elevations prior to being covered by GWB.
- ooo) All new architectural woodwork/millwork/casework described on the drawings and specifications. Including but not limited to grommets, hardware, shelving etc. All areas must be field measured or properly coordinated and documented prior to fabrication.

- ppp) Include penetrations and cutouts for electrical receptacles that get mounted in the millwork.
- qqq) Include penetrations and cutouts in finished surfaces for sinks, HW, CW and faucets etc. Also include shimming and scribing of all counters and cabinets to the walls. All exposed edges at cutout(s) are to be sealed to prevent moisture absorption (i.e. around sink cutouts etc.
- rrr) Sealant to conceal any gaps between interfaces between architectural woodwork and partitions and between millwork and windows (color to be selected by A/E).
- sss) Include protection for all horizontal surfaces using cardboard. Protection must be installed immediately following installation of casework/ millwork.
- ttt) All finishes of casework to be applied in the factory. Apply field touch-up of finishes after installation as required to provide complete finished units.

Finishes:

- uuu) Provide fans during the performance of your work for fresh air supply into the work area and to assist in curing flooring adhesives.
- vvv) Prepare all floors to receive new flooring as required by each manufacturer. As a minimum, this contract will be responsible to broom clean and scrape all areas to receive floor finishes as part of the floor preparation. In addition, provide chipping, scarifying, bush hammering, sanding, shot blasting, floating, patching, crack repair, leveling, etc. as required for a proper installation of all floor finishes including VCT, carpeting, hardwood, rubber floor tile, ceramic tile, quarry tile, paint, etc. Utilize materials that are compatible with floor finishes and that provide proper bonding to existing substrate. Submit materials for approval by A/E. As most slabs will not be fully cured prior to installation of flooring, include a moisture barrier (as recommended by each manufacturer) over all concrete areas to receive new flooring.
- www) Provide all new flooring and base including, but not limited to, wood, VCT, Ceramic Tile, Quarry Tile, epoxy paint, rubber tile, sealed or polished concrete and terrazzo. Include all setting beds, reinforcing, transition strips, etc.
- xxx) Provide all terrazzo floor and base patch and match in renovated areas as required.
- yyy) Provide all transitions between flooring systems as indicated on the documents and as required for proper installation. Include work required to assure all transitions are smooth between surfaces, ADA compliant and do not cause a tripping hazard. Provide chipping, scarifying, bush hammering, sanding, shot blasting, floating, patching, crack repair, leveling, etc. as required for a proper installation.
- zzz) Include any grinding, flashing or thresholds as required to make floor transitions between thin set terrazzo and adjacent finishes.
- aaaa) Include all base, including but not limited to, vinyl cove base, ceramic tile base, terrazzo and wood base. Caulk (color to match) any large gaps between terrazzo or wood base and partition.
- bbbb) Temporarily protect all finished floors immediately after installation and until space is substantially complete and ready for punch list review.
- cccc) Provide sealing of new flooring using products recommended by each manufacturer. Include Wood, VCT, terrazzo, rubber tile, ceramic tile, polished concrete, quarry tile etc. All new floors are to have a minimum of (1) cleaning and

(3) coats of finish (product to be selected by the Owner) applied prior to the Owner moving in furniture.

dddd) Neatly cover, protect and cut around all U.L. labels on HM frames and doors. DO NOT REMOVE OR PAINT OVER LABELS! This contract shall be responsible for all costs of testing/replacement for any labels modified during the course of your work.

eeee) Provide FINAL CLEANING for all renovated/reconstructed areas prior to owner occupancy (Refer to Milestone Schedule). Dust, wipe down and clean all finished surfaces and clean all windows using products recommended by each manufacturer.

ffff) Carry (40) hours of journeyman carpenter standard rate to be utilized at the discretion of the CM. Contractor shall track hours directed by CM and submit for sign off by CM. Add to schedule of values.

gggg) Carry (40) hours of laborer standard rate to be utilized at the discretion of the CM. Contractor shall track hours directed by CM and submit for sign off by CM. Add to schedule of values.

3. Plumbing Contractor (PC1)

a) The plumbing contractor scope of work includes, but is not limited to: required plumbing demolition, piping and installation, identification for plumbing, piping and equipment, insulation, water piping specialties, building septic system upgrades, and storm/roof drain modifications.

b) Plumbing fixtures to be removed and disposed of or reinstalled as shown. All connections are included in this contract.

c) Plumbing Contractor to review condition of plumbing fixtures including but not limited to sinks, faucets, water coolers, etc. Turn over fixtures found to be in good condition to the Owner.

d) Work to be completed as shown on the Milestone Schedule and associated phasing plans. All work shall be bid to include the appropriate shifts and crew size to complete all work as detailed on the Milestone Schedule. If equipment/material lead times do not allow for work to start as scheduled, this contract shall include expedited installation to meet required completion dates.

e) All surveying and layout necessary to complete the Work of this Contract.

f) Furnish and install any and all blocking required to support your in wall rough-in. All wood blocking shall be fire treated.

g) Include the removal and reinstallation of all existing acoustical ceilings as required to perform the work of this Contract unless excluded or noted otherwise. Replace any broken or damaged tile resulting from this work.

h) This contract includes all slab saw cutting, trenching, excavation, concrete, and infills for work required for this contract.

i) Install all penetrations, sleeves, cutting, coring, patching, fire-safing and flashing for all wall, floor, and roof penetrations. Fire-safing of all penetrations through fire-rated walls. FIRE SAFING IS TO BE COMPLETED AS THE WORK PROGRESSES. Also include any air or sound sealant for non-rated penetrations refer to drawing architectural drawings for partition types and details.

- j) Contractor shall provide all new gas piping including but not limited to painting, excavation, backfill, piping, accessories, testing and connections.
- k) Where asbestos containing pipe insulation is scheduled to be abated coordinate with GC to ensure piping has been locked out and drained (lockout/ tagout).
- l) Connect to all underground plumbing site work at a point 5'-0" outside of the building footprint (except where noted below). Connection points will be capped, staked and located on PC's as-built drawings. Include excavation, disposal of spoils off site, pipe bedding, core drilling, piping, fittings, valves, marking tape, testing, backfill and compaction. Include coordination with GC/SC for final elevations and floor finishes. Provide the GC/SC with sleeves and a layout for foundation penetrations. SC will flush and clean all underground piping. CM/Owner must be present to witness this flushing.
- m) Include all pipe supports/curbs/blocking as required for work on new or existing roofs. Coordinate with GC for proper flashing. Provide GC/CM a drawing with dimensions for each roof penetration indicating size & location as it pertains to this contract.
- n) All floor drains and roof drains: This contract includes all drain flashings for drains provided under this scope of work. Include box outs for floor drains, floor clean outs, floor hydrants, and concrete infill etc. for concrete slab placements if equipment is not available at time of concrete placement. Include trap primers for all floor drains whether shown on the drawings or not. PC is to set roof drains and GC will flash roof drain into roof.
- o) This Contract shall layout each penetration through all new millwork counters/tops for sinks, HW, CW faucets etc. Layout shall include penetration centerlines and penetration size in permanent marker at each desired location. GC will cut holes. This Contract shall include all concealed hole-sawing of new and existing millwork to run water, waste and vent lines to new sinks in cabinet spaces as shown or required by the Contract Documents.
- p) This Contract shall include all modifications to existing casework/millwork where fixtures are being replaced.
- q) Provide all loose escutcheons required for the project for a complete and finished look (including inside cabinets/millwork).
- r) Provide disinfection of all domestic water service systems affected by this contractor's work. Provide water test reports to A/E, CM and Owner.
- s) PC is responsible for all existing plumbing systems to remain functioning while school is in session.

4. Mechanical Contractor (MC1)

- a) Work to be completed as shown on the Milestone Schedule and associated phasing plans. All work shall be bid to include the appropriate shifts and crew size to complete all work as detailed on the milestone schedule. If equipment/material lead times do not allow for work to start as scheduled, this contract shall include expedited installation to meet required completion dates. All surveying and layout necessary to complete the Work of this Contract.
- b) MC is responsible for all existing Mechanical systems remain functioning while school is in session.

- c) The **Mechanical Contractor (MC1)** shall be responsible for maintaining interior building temperature per the special provisions section 01 10 00, throughout the duration of construction. This includes, but is not limited to, maintaining existing building hot water supply and radiant heat, cabinet heaters, etc.
- d) The **Mechanical Contractor (MC1)** shall temporarily insulate and secure exterior wall openings & louver openings left behind during replacement of unit ventilators, fan coil units, etc.
- e) This contract is responsible for any and all rigging/hoisting to perform their work. the Mechanical Contractor (MC1) shall contract with a certified rigging/hoisting contractor to perform their work.
- f) Include the removal and reinstallation of all existing acoustical ceilings as required to perform the work of this Contract unless excluded or noted otherwise. Replace any broken or damaged tile resulting from this work.
- g) Furnish and install any and all blocking required to support your in wall rough-in. All wood blocking shall be fire treated.
- h) Provide any and all sleeves required for your work. Include in slab sleeves with welded leak plates and link seal.
- i) All core drilling, cutting and patching required for floor, wall and roofing penetrations. All penetrations shall be DRY CORED with continuous vacuum apparatus to prevent dust circulation.
- j) Install all penetrations, sleeves, cutting, coring, patching, fire-safing and flashing for all wall, floor, and roof penetrations. Fire-safing of all penetrations through fire-rated walls. FIRE-SAFING IS TO BE COMPLETED AS THE WORK PROGRESSES. Also include any air or sound sealant for non-rated penetrations refer to drawing architectural drawings for partition types and details.
- k) Remove, reinstall, and modify shelving and accessories as required for installation of new work. Include fabrication of new blank off panels as required.
- l) Contractor shall provide and install an air louver filter fabric with field constructed frame to filter fresh air intake louvers as required to prevent construction dust infiltration into existing and new systems in construction areas during construction.
- m) Contractor shall protect open ends of any existing ductwork to remain during the course of construction until final turnover of the space.
- n) Turnover any equipment, valves, controls, stats, etc. desired to be salvaged by Owner. If Owner does not want, dispose of all demolished equipment off site.
- o) All equipment disconnections, storage, protection, relocations and reconnections illustrated on the contract documents. All controls, valves, seals, gaskets fittings, accessories, hangers, supports, isolators, insulation, etc. shall be included. Flush and clean all equipment prior to restarting.
- p) Include cutting and capping, making weather tight, sealing, etc. as necessary for any areas where demolished work meets work to remain. Include capping and making water tight all roof curbs abandoned following the removal of EF's SRV's, roof-top units, UV's, condensers, etc. using insulated sheet metal caps.
- q) Penetrations in existing construction as required for this contracts work.

- r) Provide all louvers, complete with bird screens, insulated blank offs, dampers, motors, controls etc. per the drawings and specifications.
- s) All required fire, smoke, and back draft dampers, whether or not shown on the drawings, according to code. Include interlocks with fire alarm system (Coordinate with **EC**). Furnish and install all fire dampers located within all new wall and existing wall construction. Within the new wall construction, this contractor Mechanical Contractor (MC1) is to coordinate the locations of wall penetrations with the General Contractor (GC1). Locations within existing wall structures will be the sole responsibility of this contractor the Mechanical Contractor (MC1) to provide the penetration of the fire dampers.
- t) Include all insulation (pipe and duct). Internally lined duct must be labeled on the outside to assist in the engineer's review. Guying for flues through the roof.
- u) All support frames (angle iron if required) for filters, sound traps, fans, sound attenuators, etc.
- v) Furnish all information required for connection of power to all Mechanical equipment to the **EC**. The **EC** will provide power, including disconnects not provided by **MC**.
- w) **Mechanical Contractor (MC1)** to furnish all roof curbs for mechanical work included curbs associated with pipe portals.
- x) Provide all temperature controls. Interface Building Controls as required for Mechanical systems into the building control system and fire alarm system. This includes all hardware, software, device drivers, computer drivers, etc.
- y) All control wiring, conduit and raceway for equipment/devices is included in this scope of work.
- z) All power to HVAC controls equipment and devices, including but not limited to actuators, drivers, control panels, etc., are to be provided by this contract.
- aa) Factory checkout and startup of all equipment and systems provided in coordination with other trades.
- bb) Testing & balancing both air and water sides. Provide testing in sections / zones of piping and sections of ductwork in a manner that allows other trades to complete their work within the schedule. One or more of the following must witness and sign-off on each test: CM, the Owner or the A/E. Provide 48-hour notice before testing takes place. Include all balancing valves and devices shown and as required to properly balance the system, whether on drawings or not.
- cc) All touchup painting of exposed equipment installed by this contract. Protect adjacent finishes from drips/overspray.
- dd) All testing and adjusting is to occur during normal work hours, but if it becomes necessary to perform this work after hours to facilitate meeting the completion schedule, all costs shall be absorbed by the M/E trades.
- ee) Provide sealants at joint(s) between any piece of contract work and an adjacent material by others and or existing. Colors to be selected by A/E.

5. **Electrical Contractor (EC1)**

- a) Work to be completed as shown on the Milestone Schedule and associated phasing plans. All work shall be bid to include the appropriate shifts and crew size to complete all work as detailed on the Milestone Schedule and associated phasing

plans. If equipment/material lead times do not allow for work to start as scheduled, this contract shall include expedited installation to meet required completion dates.

- b) Contractor shall be responsible for all electrical conduit, conductors, terminations, and associated work, including site electrical provisions site lighting, power distribution and power services. This contractor shall also be responsible for electrical provisions for fire curtain assemblies, door hardware power and access control, plumbing and HVAC Units, Emergency devices, Data Network & Telephone systems, security and public address systems etc.
- c) The drawings are diagrammatic and may not be complete in every detail. They reflect the intent of the Architect/Engineer to provide for a complete working system in compliance with all codes as shown by the documents. This contractor shall include any other equipment or devices necessary to provide a complete functioning system.
- d) All surveying and layout (line and grade) necessary to complete the Work of this Contract.
- e) Provide provisions for Construction Manager Field Office as detailed in Section 01 50 00, Temporary Facilities - Exhibit E.
- f) Furnish and install any and all blocking required to support your in wall rough-in. All wood blocking shall be fire treated.
- g) Provide any and all sleeves required for your work. Include in slab sleeves with welded leak plates and link seal.
- h) All core drilling, cutting and patching required for floor, wall and roofing penetrations. All penetrations shall be DRY CORED with continuous vacuum apparatus to prevent dust circulation.
- i) Demolition indicated on the drawings is to be removed back to the nearest junction box and safely terminated. This includes removals of conduit, hangers & support.
- j) The **Electrical Contractor (EC1)** shall review condition of existing lighting and power devices to be removed and turn over, to the owner, devices found to be in good condition, including but not limited to LED lights, Exterior lighting devices, controllers, etc.
- k) Include all patching and matching required due to removal of conduit, equipment, and devices by this package. This includes, but is not limited to, all interior and exterior wall patching, painting, ceiling tile modifications and/or replacements, etc.
- l) Include the removal and reinstallation of all existing acoustical ceilings as required to perform the work of this Contract unless excluded or noted otherwise. Replace any broken or damaged tile resulting from this work.
- m) Include all floor saw cutting and patching as required to perform the work of this contract.
- n) Provide all conduit sleeves, fire/ smoke stopping and sealing of all wall, floor, roof and ceiling equipment and/or electrical conduit penetrations (including where old piping was removed). Include any cutting, coring, patching and fire-safing required. Refer to specifications. All sleeves will be 1" higher than the finished floor elevation. FIRE SAFING IS TO BE COMPLETED AS THE WORK PROGRESSES.
- o) Provide Putty Pads and acoustical sealant at all in wall boxes during in wall rough-in refer to architectural drawings for partition types and locations.

- p) Disconnect all power to renovated/reconstructed areas and to all equipment being replaced/relocated prior to the start of demolition (refer to Architectural, Plumbing, Heating and Electrical Drawings). Remove any electrical hangers, supports, conduit, raceway, wiring, equipment, panels, transformers, devices, disconnects, motor starters, etc. in these spaces unless specifically shown to remain.
- q) This contract shall be responsible to provide power to all required door hardware. Verify with door hardware schedule. This includes removal and reinstallation of existing access control provisions to doors being replaced as part of this project.
- r) This contract shall provide a full survey of interior partitions to be demolished and ensure all fixtures and devices are safely disconnected.
- s) Site Electrical Scope of work as follows:
 - a. Sitework Contractor (SC1) shall provide all trenching/excavation, compaction, concrete/reinforcement for ductbanks, bedding, backfill, and restoration for site electrical work.
 - b. Electrical Contractor (EC1) shall furnish site lighting pole bases for parking lot lighting, Sitework Contractor (SC1) to install pole bases.
 - c. Electrical Contractor (EC1) shall provide and install conduit, junction boxes in ground pull boxes (outside the athletic field limits), poles, luminaires, wiring, accessories and connections
 - d. Within the limits of the turf athletic field footprint, the Sitework Contractor (SC1) shall provide and install in ground pull boxes or junction boxes, to ensure compatibility with the turf field system.
- t) The **Electrical Contractor (EC1)** shall coordinate all sequencing of work with the **Sitework Contractor (SC1)** in order to prevent any delays or interference with each other's scope of work.
- u) Where asbestos containing plaster ceilings are scheduled to be removed, **GC** will remove drop ceilings, lighting and miscellaneous ceiling fixtures under abatement containment. Coordinate with **GC** as some items may need to be salvaged for reuse as related to this contract.
- v) Lighting removal containing tubes, should be treated as containing mercury. EC will remove and dispose of these lights properly.
- w) This contractor shall be responsible for relocating and protecting any and all fixtures (fire alarms, light fixtures, security cameras, smoke heads, etc. located in construction areas in order to keep system functioning at all times.
- x) Include power to all equipment shown on Mechanical, Plumbing and Architectural Drawings as well as on Electrical drawings. Coordinate with all trades. Provide all disconnects for the equipment not shown to be provided by others. The EC will provide and mount the motor starters. The EC will provide the power feed from the source to all equipment, including connection of disconnects and starters.
- y) EC to provide all wiring and power to VFD, VSD associated with this contract (MC to Install and provide).
- z) This contractor to provide fire alarm connections to fire, smoke, or back draft dampers to be installed by the mechanical contractor, regardless if shown on drawing or not, that are required by building code.
- aa) Provide all in slab and in wall wire rough in, raceway, etc., as required to complete the work (coordinate with **GC**). No surface-mounted raceway is acceptable in new construction areas. Provide floor boxes and floor trench box raceways where indicated.

- bb) Provide all building interior and exterior lighting fixtures complete with conduits, wiring and termination as required for system functionality as shown on drawings. The EC shall refer to the architect's reflected ceiling plan for exact locations and lengths of all lighting fixtures. All exit signs shall be connected to dedicated "constant on" emergency circuits. The drawings also show light fixtures, which shall be connected to "constant on" emergency circuits.
- cc) All raceway and cabling shall be kept as concealed as possible. Coordinate with furniture as required. Floor penetrations and poke-through(s) may be required to eliminate exposed runs of conduit.
- dd) All sealants (color to be determined from full range by Architect) between intersections with your work and any other material to ensure a complete, weatherproof or finished system.
- ee) Furnish and install all network cable. Furnish and install all raceway and pathways, shall be kept as concealed as possible. Floor penetrations and poke-through(s) may be required to eliminate exposed runs of conduit. Provide communications cabling testing reports.
- ff) Coordinate with equipment representatives for field checkout and startup of all equipment and systems.
- gg) Provide ¾" fire rated plywood, painted black, behind all temporary and permanent electrical panels.
- hh) EC is responsible for all existing Electrical systems, including fire alarm, to remain functioning while school is in session. Coordinate with all and any existing mechanical or electrical systems to install without any interference of existing operating systems.
- ii) Carry (40) hours of journeyman standard rate to be utilized at the discretion of the CM. Contractor shall track hours directed by CM and submit for sign off by CM. Add to schedule of values.

1.4 DRAWINGS AND SPECIFICATIONS

- A. In case of a conflict between any part or parts of the Contract Documents with any other part or parts thereof, as contrasted to an omission or failure to show details or to repeat on any part of the contract documents the figures or notes given on another part thereof, the following shall be given preference, in the order hereinafter set forth, to determine what work the Contractor is required to perform: (a) Addenda (later dates to take preference over earlier dates); (b) Amendments to Agreement; (c) Agreement; (d) Specifications; (e) Schedules; (f) Large scale detail Drawings (detail drawings having a scale of ¾" and over); (g) Large scale plan and section Drawings (plan and section drawings having a scale equal to or larger than that used for basic floor or site plan, as the case may be); (h) Small scale detail Drawings (detail drawings having a scale of less than ¾"); and (i) Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan, as the case may be). In the event of such a conflict between or among parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the work, the better quality or greater quantity of material shall govern unless the Architect otherwise directs.

1.5 TEMPORARY FACILITIES

- A. Refer to Section 01 50 00, Temporary Facilities and Section 01 10 00, Special Provisions.

1.6 WORK SEQUENCE

- A. **General Contractor (GC1)** to provide formal notice 1 week in advance of installation of ceiling tiles. In the event that ACT ceiling systems are to be installed ahead of scheduled dates, notify CM 48 hours in advance.
- B. When work is required in occupied areas of the building, contractors are to submit an access request form to CM 48 hours prior to date. CM and Owner reserve the right to suspend work activities performed without proper notice. This form is also utilized for all MEP shutdowns that may be required.

1.7 PROJECT MILESTONE SCHEDULE

- A. Refer to Section 01 10 00, Special Provisions – Exhibit A.

1.8 OCCUPANCY REQUIREMENTS

- A. **General Contractor (GC1)** shall provide indoor air quality management, when the building is enclosed, as required by SED regulations.
 - 1. Provide an exhaust air system for the project indoor areas that could produce fumes, VOC's off-gasses, gasses, dusts, mists, or other emissions.
 - 2. Exhaust air system for the project areas that could produce emissions listed in Paragraph 1 shall be utilized and reviewed by CM. Work area exhaust shall terminate at the building exterior.
 - 3. Provide temporary partitions and air seals to prevent the migration of airborne contaminants from unoccupied areas to occupied areas when applicable and as directed by the CM.

1.9 TEMPORARY FACILITIES

- A. Refer to Section 01 50 00, Temporary Facilities.

1.10 WORK SEQUENCE

- A. The Work will be conducted to provide the least possible interference to the activities of the Owner's personnel.
- B. Each Contractor shall inspect the site and review the ADHERA report on file for the presence of asbestos. Unless otherwise noted, there will be asbestos containing material in place that will require work to take place in the vicinity of, around and/or next to. Each prime contractor that will be working above ceilings, demolishing, in crawl spaces, boiler rooms and all other areas that may contain asbestos per the ADHERA report, shall employ and "Allied Trades: certified/licenses tradesman as part of the onsite work force.
- C. Work is to be performed weekdays from 7:00 AM to 4:00 PM (first shift) during vacations, weekends, and holidays. Work is to be performed 3:30 PM to 11:00 PM (second shift) unless otherwise noted. Upon award, the district will work with the successful bidders to see if first shift hours can be worked. Work cannot be performed in occupied spaces. Work shall be scheduled off-hours, vacations and weekends for occupied spaces. All asbestos abatement shall be abated off-hours, vacations and weekends. Construction Manager Superintendent must be on site at all times that work is being performed. If a Contractor fails to maintain the progress as indicated by the milestone schedule arrangements must be made with the Construction Manager 24 hours in advance to have a representative from the school onsite and the CM's superintendent onsite for additional hours so that the Contactor can get back on schedule. The Prime Contractor requesting the additional supervision must pay for a Construction Manager's superintendent at \$95.00 per hour and a Custodial representative from the school district on an overtime rate. In the event that the cause for delay is multi-contractors, then the costs shall be distributed proportionately related to the value of Contracts.

- D. The Contractor shall include (5) days of shutdown for unanticipated school schedule activities.
- E. Coordination of any utility and/or power interruption must be done with the Construction Manager. Shutdowns must occur during off hours and non-occupied days only.
- F. Construction access to the site shall be limited to those designated for personnel, equipment and deliveries by the Owner. The Construction Manager shall coordinate Contractors' staging, parking and storage.

1.11 PRIME CONTRACTORS USE OF PREMISES

- A. General: The Contractors shall limit their use of the premises to the work indicated so as do allow for Owner occupancy and use by the public.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within Contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees and emergency vehicles at all times. This includes bus and pick-up/drop off areas. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.12 OCCUPANCY REQUIREMENTS

- A. All primes to provide for indoor air quality management as required for progression of work activities
 - 1. Provide an exhaust air system for the project indoor areas that could produce fumes, VOC's off-gasses, gasses, dusts, mists, or other emissions.
 - 2. Exhaust air system for the project areas that could produce emissions listed in Paragraph 1 shall be utilized. Work is exhaust shall terminate at the building exterior.
 - 3. Quality assurance:
 - a. Maintain a negative pressure between the work area and the space surrounding the work area.
 - b. If requested due to air qualities issues as a result of the work, submit a design for the exhaust air system. Do not begin work until approval of the District is obtained.
 - (1) The number of machines required.
 - (2) Location of the machines in the work space.
 - (3) Description of the methods used to test air flow and pressure differential.
- 1) System operation:
 - a. A sufficient quantity of exhaust fans in existing window openings or other approved locations shall be operated in accordance with the following applicable standards.
 - b. Exhaust air system shall operate for a minimum of 72 hours after work is completed, or until all materials have cured sufficiently as to stop out gassing of fumes or odors and area has been ventilated to remove all detectable traces of odors and fumes.
 - c. Maintain twenty-five (25) feet clearance from all temporary exhaust outlets to all active building outdoor air intakes.

1.13 ALLOWANCES

A. Refer to Section 01 21 00, Allowances.

1.14 UNIT PRICES

A. Refer to Section 01 22 00, Unit Prices.

1.15 ALTERNATES

A. Refer to Section 01 23 00, Alternates.

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SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Include in the Base Bid a Lump Sum Contingency Allowance as indicated.
- B. The overhead and profit for the allowance shall be included in the Base Bid and are not part of the allowances.
- C. The contingency allowance shall be used only upon written authorization of the Architect and the Owner's Representative.
- D. At the closeout of the Project, monies remaining in the Contingency Allowance will be credited to the Owner by Change Order.

1.02 ALLOWANCES

- A. SITEWORK CONSTRUCTION:
 - 1. CONTINGENCY ALLOWANCE: Included in the Base Bid is the sum of **One Hundred Thousand Dollars (\$100,000.00)** to cover the actual cost of Work resulting from unforeseen conditions discovered during the progress of the Work and for Work beyond the scope of the Contract Documents.
 - 2. FENCE ALLOWANCE: Included in the Base Bid is the sum of **Two Thousand Dollars (\$2,000.00)** for Fence Repairs as outlined in Section 01 10 00, Special Provisions, Article 4.8 - Site Fence.
- B. GENERAL CONSTRUCTION: Included in the Base Bid is the sum of **Fifty Thousand Dollars (\$50,000.00)** to cover the actual cost of Work resulting from unforeseen conditions discovered during the progress of the Work and for Work beyond the scope of the Contract Documents.
- C. PLUMBING CONSTRUCTION: Included in the Base Bid is the sum of **Twenty Thousand Dollars (\$20,000.00)** to cover the actual cost of Work resulting from unforeseen conditions discovered during the progress of the Work and for Work beyond the scope of the Contract Documents.
- D. MECHANICAL CONSTRUCTION: Included in the Base Bid is the sum of **Fifty Thousand Dollars (\$50,000.00)** to cover the actual cost of Work resulting from unforeseen conditions discovered during the progress of the Work and for Work beyond the scope of the Contract Documents.
- E. ELECTRICAL CONSTRUCTION: Included in the Base Bid is the sum of **Seventy-Five Thousand Dollars (\$75,000.00)** to cover the actual cost of Work resulting from unforeseen conditions discovered during the progress of the Work and for Work beyond the scope of the Contract Documents.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment - unit prices.

1.02 MEASUREMENT AND PAYMENT

- A. Authority: Measurement methods are delineated in the individual specification sections and outlined below.
- B. The Construction Manager will take measurements and compute quantities accordingly. Provide and assist in the taking of measurements.
- C. Unit Quantities: Quantities and measurements indicated below are for base bid. If adjustments are directed, actual quantities provided will determine payment.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work, overhead and profit.

1.03 UNIT PRICES

A. SITEWORK CONSTRUCTION (SC1)

1. UNIT PRICE NO. C1, UNDERCUTTING

Description: Undercutting where unsatisfactory soils are discovered. This includes excavation, removal and haul away of unsuitable material, backfill and compaction with imported granular material as specified in Section 31 12 01. **NOTE:** 500 cubic yards to be included in Base Bid.

Unit of Measurement: Per installed cubic yard

2. UNIT PRICE NO. C2, SOIL STABILIZATION FABRIC

Description: Woven soil stabilization fabric furnished and installed as described in Section 32 12 01.

Unit of Measurement: Per installed square yard

3. UNIT PRICE NO. C3, ROCK REMOVAL

Description: Rock removal where rock is discovered. This includes excavation, removal and haul away of rock, backfill and compaction with imported granular material as specified in Section 31 12 01. **NOTE:** 100 cubic yards to be included in Base Bid.

Unit of Measurement: Per installed cubic yard

4. UNIT PRICE NO. C4, DOUBLE BITUMINOUS PAVEMENT

Description: Double bituminous pavement, stabilization fabric and stone subbase as described in Section 32 12 01. This includes excavation and removals for placement of double bituminous pavement.

Unit of Measurement: Per installed square yard

5. UNIT PRICE NO. C5, MEDIUM-DUTY ASPHALT

Description: Medium-duty asphalt, stabilization fabric and stone subbase as described in Section 32 12 01. This includes excavation and removals for placement of medium-duty asphalt.

Unit of Measurement: Per installed square yard

6. UNIT PRICE NO. C6, HEAVY-DUTY ASPHALT

Description: Heavy-duty asphalt, stabilization fabric and stone subbase as described in Section 32 12 01. This includes excavation and removals for placement of heavy-duty asphalt.

Unit of Measurement: Per installed square yard

7. UNIT PRICE NO. C7, HEAVY-DUTY CONCRETE SIDEWALK / PADS

Description: Heavy duty concrete sidewalk(s)/pads as described in Section 32 13 01 and as detailed. This includes excavation and removals to sub-grade for placement of heavy-duty concrete.

Unit of Measurement: Per installed square foot

8. UNIT PRICE NO. C8, VINYL CLAD CHAIN LINK FENCE

Description: 4'-0" vinyl clad chain link fence, furnished and installed as described in Section 32 31 00 and as detailed.

Unit of Measurement: Per installed linear foot

9. UNIT PRICE NO. C9, SEEDED LAWN

Description: Seeded lawn as described in Section 32 92 01. This includes fine grading, seeding, and maintenance.

Unit of Measurement: Per installed square yard

10. UNIT PRICE NO. C10, SODDED LAWN

Description: Sodded lawn as described in Section 32 92 01. This includes fine grading, sodding, and maintenance.

Unit of Measurement: Per installed square yard

11. UNIT PRICE NO. C11, 4" STORM WATER MANAGEMENT TRENCH (SMT)

Description: 4" storm water management trench (SMT) piping, filter fabric and drainage stone, furnished and placed as described in Section 33 40 01. This includes trenching and removals.

Unit of Measurement: Per installed linear foot

B. GENERAL CONSTRUCTION (GC1)

1. UNIT PRICE NO. G1, CAST UNDERLAYMENT

Description: Cast underlayment shall be as described in Section 03 54 00, installed without an aggregate. Unit price shall include necessary floor prep and shall be in addition to quantities shown in the bid documents.

Unit of Measure: Per installed square foot

2. UNIT PRICE NO. G2, REMEDIAL FLOOR COATING

Description: Installation of remedial floor coating and all necessary prep work per Section 09 05 61.

Unit of Measure: Per installed square foot

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Descriptions of changes to Contract Amount and Contract Scope.

1.02 RELATED SECTIONS

- A. Instructions to Bidders, Bid Form: Requirements for Alternates.

1.03 SUBMISSION REQUIREMENTS

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

1.04 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely and fully integrate that work into the project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not specifically mentioned as part of the Alternate.

1.05 SCHEDULE OF ALTERNATES

- A. **ALTERNATE NO. 1, BOSTWICK SITEWORK FOR TURF FIELD (SC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide and install sitework associated with preparing the field area inside the running track to receive a synthetic turf field. This includes but is not limited to earthwork, drainage, stone blanket and fine grading as shown on the plans and as specified. **NOTE:** If this Alternate is NOT accepted by the Owner, Base Bid sitework shall include all work shown on the drawings and as specified for a sod field inside the running track.
- B. **ALTERNATE NO. 2, BOSTWICK FIELD LIGHTING (SC1) (EC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide the Athletic Field Site Lighting as shown on Drawing E004 and as specified in Section 26 55 69.
- C. **ALTERNATE NO. 3, BOSTWICK BASEBALL FIELD BACKSTOP (SC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide and install a new baseball backstop and player safety fence at the existing baseball field as shown on the plans. This includes but is not limited to removal of the existing baseball backstop, removal of the existing player safety fence and lawn restoration as shown on the plans and as specified. **NOTE:** If this Alternate is NOT accepted by the Owner, NO work shall occur in this area.
- D. **ALTERNATE NO. 4, BOSTWICK MEDIUM DUTY ASPHALT PARKING LOTS (SC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide and install medium duty asphalt section at the Woodlawn Avenue and Bostwick Street parking lots as shown on the plans and as specified, in lieu of double bituminous pavement section. This includes but is not limited to earthwork, stone base and fine grading as shown on the plans and as specified. **NOTE:** If this Alternate is NOT accepted by the Owner, Base Bid sitework shall include a double bituminous pavement section as shown on the drawings and as specified. This alternate does not apply to asphalt shown within the highway right-of-ways.
- E. **ALTERNATE NO. 5, BOSTWICK BLEACHER CAPACITY (SC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide and install 750 seat bleachers as shown on the plans and as specified. This includes but is not limited to earthwork and heavy-duty concrete pad as shown on the drawings and as specified. **NOTE:** If this Alternate is NOT accepted by the Owner, Base Bid sitework shall include 500 seat bleachers as shown on the drawings and as specified.

- F. **ALTERNATE NO. 6, BUS GARAGE SITEWORK (SC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all sitework associated with the Bus Garage site improvements shown on the plans and as specified. **NOTE:** If this Alternate is NOT accepted by the Owner, NO work shall occur in this area.
- G. **ALTERNATE NO. 7, ACADEMY SITE SANITARY LINE REPLACEMENT (SC1) (PC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all sitework associated with the Academy site sanitary line replacement work as shown on the plans and as specified. **NOTE:** If this Alternate is NOT accepted by the Owner, NO work shall occur in this area.
- H. **ALTERNATE NO. 8, BUS GARAGE HVAC (GC1) (MC1) (EC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all material, labor, and equipment necessary to complete the HVAC and associated work at the Bus Garage, as shown on the drawings and as specified.
- I. **ALTERNATE NO. 9, RECOVER ROOF AT MAIN GYM (GC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all material, labor, and equipment necessary to complete the cleaning and rehabilitation of the existing singly-ply roofing at the Main Gym, as shown on Drawing A103 and as specified in Sections 07 01 50.16 and 07 01 50.74.
- J. **ALTERNATE NO. 10, RECOVER ROOF AT NORTH CLASSROOM WING (GC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all material, labor, and equipment necessary to complete the cleaning and rehabilitation of the existing singly-ply roofing at the North Classroom Wing, as shown on Drawing A103 and as specified in Sections 07 01 50.16 and 07 01 50.74.
- K. **ALTERNATE NO. 11, REPLACE WOOD FLOORING IN MAIN GYM (GC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all material, labor, and equipment necessary to replace the hardwood flooring system in Gymnasium A 1006A and Gymnasium B 1006, as shown on the drawings and as specified.
- L. **ALTERNATE NO. 12, TOILET ROOMS AND JANITORS CLOSET AT AEROBICS EXERCISE ROOM (GC1) (PC1) (MC1) (EC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all material, labor, and equipment necessary to construct the Toilet Rooms and Janitors Closet within Lobby 10L2, outside of Aerobics Exercise Room 1019, as shown on the drawings and as specified.
- M. **ALTERNATE NO. 13, REPLACE DOMESTIC WATER HEATERS (PC1) (EC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide all material, labor, and equipment necessary to replace the existing domestic water heaters in Boiler Room 0002, as shown on the drawings and as specified.
- N. **ALTERNATE NO. 14, FIRE ALARM SYSTEM MANUFACTURER (EC1)**
Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide the Fire Alarm System (at the Main Building) by the Fire Alarm System Basis-of-Design Manufacturer "Notifier/Honeywell", as shown on the drawings and as specified.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

SECTION 01 29 00

APPLICATIONS FOR PAYMENT

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. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals".
 - 2. Section 01 11 00 Special Provisions

1.3 SCHEDULE OF VALUES

- A. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule
 - b. Application for Payment forms, including Continuation Sheets
 - c. List of subcontractors
 - d. Schedule of alternates
 - e. Schedule of submittals
 - f. See Section 01 10 00 for additional line items and information.
 - 2. Submit the Schedule of Values to the Construction Manager within 15 days of receipt of Notice of Contract Award..
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project names and locations
 - b. Name of the Architect
 - c. SED Project numbers
 - d. Contractor's name and address
 - e. Date of submittal
 - g. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items. Refer to **Section 01 10 00** for additional line items and information.
 - 2. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

3. The construction manager will work with the contractor to assist in setting up the Schedule of Values/Application for Payment form.
4. 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. Differentiate between items stored on site and items stored off site. Include requirements for insurance and bonded warehousing, if required.
6. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders of Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect, CM and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Times: The date for each progress payment is detailed on the Payment Application Schedule provided at the initial project meeting. The period covered by each Application for Payment is the previous month.
- D. Application and Certification for Payment Forms: Use AIA Document G702/CMa and Continuation Sheet G703 as the form for Application and Certification for Payment.
 1. Separate Continuation Sheets shall be provided for work which takes place on each building, which will detail that portion of the contract which is attributable to the specific building. The appropriate SED project numbers shall be shown on the top of each separate project.
- E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect and or CM will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders, Allowance Disbursements and Construction Change Directives issued prior to the last day of the construction period covered by the application.
 3. Copies of the approved allowance disbursement forms
 4. Provide copies of payrolls (including subcontractors) that are signed and notarized, documenting compliance with prevailing wage laws. Submit copies to the Procure > Documents tool.
- F. Transmittal: Submit one (1) signed and notarized original copy complete, including waivers of lien and similar attachments, to the Construction Manager via email.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
 2. Please be advised, the project team will be utilizing DocuSign for the processing of all applications for payment.

- G. Waivers of Mechanics Lien: With each Application and Certification for Payment after the first, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - a. Submit final Applications 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.
 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal for the first Application for Payment include the following. The initial payment application will not be processed until all of these actions and submittals have been received by the Construction Manager.
1. Schedule of Values
 2. Performance and payment bonds List of principal suppliers and fabricators
 3. Worker Compensation certificates
 4. Auto Insurance
 5. Safety Program
 6. Contractor's Construction Schedule
 7. Submittal Schedule
 8. Emergency Contact List
 9. Substitution List
 10. List of subcontractors
 11. Copies of authorizations and licenses from governing authorities for performance of the Work
 12. Data needed to acquire the Owner's insurance
 13. Certified Payroll
- I. Application and Certificate for Payment at Substantial Completion: Following assurance of the Certificate of Substantial Completion AIA Document G702/CMA, submit an Application and Certificate for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals
 - b. Warranties (guarantees) and maintenance agreements
 - c. Test/adjust/balance records
 - d. Maintenance instructions
 - e. Meter readings
 - f. Start-up performance reports
 - g. Change-over information related to Owner's occupancy, use, operation and maintenance
 - h. Final cleaning
 - i. Application for reduction of retainage and consent of surety
 - j. Advice on shifting insurance coverages
 - k. Final progress photographs

- I. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application and Certificate for Payment include the following:
 1. Completion of Project close-out requirements
 2. Completion of items specified for completion after Substantial Completion
 3. Ensure that unsettled claims will be settled
 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 5. Transmittal of required Project construction records to the owner
 6. Certified property survey
 7. Proof that taxes, fees, and similar obligations were paid
 8. Removal of temporary facilities and services
 9. Removal of surplus materials, rubbish, and similar elements
 10. Change of door locks to Owner's access.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit, to the Architect, shop drawings, product data and samples required by the specification sections.
- B. **Attached is the Submittal Cover Sheet that is to be copied, filled out, attached to each item submitted, and returned to the Architect.**
- C. Schedule submittals to be completed within 45 calendar days after Award of Contract. Expedite submission of all long-lead items within 20 calendar days of Award of Contract.

1.02 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrate some portion of the work showing fabrication, layout, setting or erection details.
 - 1. Identify details by reference to sheet and detail numbers shown on shop drawings.
 - 2. Sheet size, multiple of 8-1/2 by 11 inches, not to exceed size of contract drawings when unfolded.
 - 3. Photographic reproductions of contract drawings will not be accepted as shop drawings and will be rejected.

1.03 PRODUCT DATA

- A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts and other standard descriptive data.
 - 1. Modify product data to delete information which is not applicable to project.
 - 2. Supplement standard to provide additional information applicable to project.
 - 3. Clearly mark data to identify applicable materials, products or models.
 - 4. Show dimensions and clearances required.
 - 5. Submit Material Safety Data Sheets (MSDS) for all materials.

1.04 FORM OF SUBMISSION

- A. Shop Drawings and Product Data shall be submitted electronically to the Architect in Adobe Acrobat (pdf) Format. **Refer to Section 01 10 00, Special Provisions for additional information and instructions for Procure.**
 - a. Unless otherwise noted, **ALL** electronic submissions will be through the use of Procure.
- B. Samples and Color Charts shall be delivered to the Architect in the required quantities. **Finishes will not be selected from scanned copies.**
- C. When it is necessary to compile data from different sources, data shall be compiled into one (1) pdf file.
- D. When it is necessary to scan paper documents, scans must be clean and legible. Contractors are urged to use a color scanner when necessary.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Do not start or install work requiring submittals until submittals meeting Contract Requirements have been returned to the Contractor.

- B. Review, approve, stamp and sign submittals prior to submission to Architect.
- C. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect's review of submittals unless Architect gives written acceptance of the specific deviations.
- F. Notify Architect in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. After Architect's review, Contractor is to distribute copies of submittals to parties requiring same for coordination of work.
- H. Make required copies for distribution of shop drawings and product data that have been stamped and signed by the Architect.
- J. Contractor is required to attend a one (1)-hour tutorial on the usage of Procore tools including, but not limited to:
 - 1. Schedule Updates
 - 2. Punch List
 - 3. Submittals
 - 4. Daily Log
 - 5. Documents
 - 6. Observations

1.06 SUBMISSION REQUIREMENTS

- A. Schedule submission to allow **15** working days for review.
- B. Submit number of samples specified.
- C. Accompany submittal with transmittal letter, containing:
 - 1. Date.
 - 2. Architect project title and number.
 - 3. Contractor's name and address.
 - 4. Notification of deviations from Contract Documents.
 - 5. Additional pertinent data.
- D. Submittals shall include:
 - 1. Date and revision dates.
 - 2. Architect project title and number.
 - 3. The names of:
 - a. Architect.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - 4. Identification of product.
 - 5. Relation to adjacent structure of materials.
 - 6. Field dimensions, clearly identified as such.
 - 7. Technical Specification section number.

8. Applicable standards.
 9. A blank space, 4 x 4 inches, for the Architect's review stamp.
 10. Identification of deviations from Contract Documents.
 11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
 - a. Submittals without Contractor's stamp will be returned without being reviewed.
- E. Shop Drawing Submittal Cover Sheet
1. Attach submittal cover sheet, with all blanks filled in for each shop drawing, product data, and sample.

1.07 RESUBMISSION REQUIREMENTS

- A. Shop Drawings
1. Revise initial drawings as required and resubmit as specified for initial submittal.
 2. Indicate on drawings changes which have been made other than those requested by the Architect.
- B. Product Data and Samples: Submit new data and samples as required for initial submittal.

1.08 CONTRACTOR'S DISTRIBUTION OF SUBMITTALS

- A. Distribute copies of shop drawings and product data which carry the Architect's stamp to:
1. Contractor's file.
 2. Job site file.
 3. Record Document file.
 4. Other Contractors, as required for coordination.
 5. Subcontractors, as required for coordination.
- B. Distribute samples as directed by Architect.

1.09 ARCHITECT

- A. Review design concept of Project.
- B. Review of separate items does not constitute review of an assembly in which item functions.
- C. Stamp and initial or sign certifying to review of submittal.
- D. Explanation of Architect's Stamp
1. NO EXCEPTION TAKEN: No corrections, no marks.
 2. MAKE CORRECTIONS NOTED: Minor amount of corrections; all items can be fabricated at Contractor's risk without further correction; checking is complete and all corrections are obvious without ambiguity.
 3. REVISE AND RESUBMIT: Minor amount of corrections; noted items must not be fabricated without further correction; checking is not complete; details of items noted by checker are to be further clarified; items not noted to be corrected can be fabricated at Contractor's risk under this stamp.
 4. REJECTED: Drawings are rejected as not in accordance with the Contract, too many corrections, or other justifiable reason. The drawing must be corrected and resubmitted. No items are to be fabricated under this stamp.
 5. SUBMIT SPECIFIED ITEM: Item is not as specified. Submit named manufacturer.
- E. Return submittals to Contractor for distribution.

1.10 SUBMITTALS REQUIRED FOR REVIEW

- A. The following is the Submittal Cover Sheet to be attached to the required submittals. Contractor is responsible for reviewing each section to determine required submittals.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

ATTACHMENT

SUBMITTAL COVER SHEET



258 Genesee Street, Suite 300 · Utica, New York 13502
315.733.3344 · marchassoc.com

Contractor: _____
 Address: _____
 Phone: _____
 Email: _____

INSTRUCTIONS: Refer to SECTION 01 10 00, SPECIAL PROVISIONS for [PROCORE](#) procedures.

Name of Project: Lowville Academy & Central School, "Protecting Our Future" Capital Project	Central School []
MARCH Associates Project No: 2194	Bus Garage []

Type of Submittal: (Check) <i>Is this a resubmittal?</i> [] Yes		Submission Date: _____
<input type="checkbox"/> Shop Drawing	<input type="checkbox"/> Schedule	<input type="checkbox"/> Sample
<input type="checkbox"/> Product Data	<input type="checkbox"/> Certificate	<input type="checkbox"/> Color Sample
<input type="checkbox"/> Test Report	<input type="checkbox"/> Warranty	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
DESCRIPTION:		
PRODUCT NAME:	_____	
MANUFACTURER:	_____	
ADDRESS:	_____	
SUBCONTRACTOR/ SUPPLIER:	_____	
REFERENCES:		
SPEC. SECTION NO. _____	DRAWING NO(S): _____	
PARAGRAPH: _____	RM. OR DET. NO(S): _____	

ARCHITECT REVIEW STAMP

NO EXCEPTION TAKEN [] MAKE CORRECTIONS NOTED []
 REJECTED [] REVISE AND RESUBMIT []
 SUBMIT SPECIFIED ITEM []

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Notations are subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; Fabrication processed and techniques of construction; Coordination of his work with that of all other trades and the satisfactory performance of his work.

Date: _____ By: _____

MARCH ASSOCIATES – UTICA, NY

CONTRACTORS APPROVAL STAMP:

Architects Remarks: _____ MARCH OFFICE USE: Date Rec'd: _____
MARCH Log # _____

SECTION 01 31 00
PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including all other Division 1 Specifications, apply to this Section.
- B. Refer to Section 01 10 00, Special Provisions.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction conferences
 - 2. Principal's Safety Meeting
 - 3. Pre-installation conferences
 - 4. Progress meetings
 - 5. Coordination meetings
 - 6. Digital Data Files
 - 7. Electronic Form Procedures
 - 8. Requests for Information
- B. Unless otherwise noted, all Project Meetings will be run through Procore Meeting function.

1.3 PRECONSTRUCTION CONFERENCE

- A. The Construction Manager will schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Construction Manager, Owner, Architect, and their consultants; the Contractor's Project Manager and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Tentative construction schedule
 - 2. Critical work sequencing
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Distribution of Contract Documents
 - 7. Submittal of Shop Drawings, Product Data, and Samples
 - 8. Preparation of record documents
 - 9. Use of the premises
 - 10. Parking availability
 - 11. Office, work, and storage areas
 - 12. Equipment deliveries and priorities
 - 13. Safety procedures
 - 14. First Aid
 - 15. Security
 - 16. Housekeeping
 - 17. Working hours

- D. Reporting: Construction Manager shall prepare and issue minutes to attendees and interested parties within 3 days of the meeting.

1.3 PRINCIPAL'S SAFETY MEETING

- A. A Principal's Safety Meeting will be held separately from the Preconstruction or Project Kickoff Meeting, with the sole purpose of discussing jobsite safety requirements, jobsite conduct, high risk activities or areas of concern, and to foster an environment of Active Caring on the jobsite.
- B. The Project Manager, on site Superintendent, Company Safety Officer, and a principal or partner of each company will be required to attend and participate in discussion.

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction.
- B. Attendees: The Installer and representatives of the Prime Contractor, manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Manager and Architect of scheduled meeting dates.
 - 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract Documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data, and quality-control samples
 - g. Review of mockups
 - h. Possible conflicts
 - i. Compatibility problems
 - j. Time schedules
 - k. Weather limitations
 - l. Manufacturer's recommendations
 - m. Warranty requirements
 - n. Compatibility of materials
 - o. Acceptability of substrates
 - p. Temporary facilities
 - q. Space and access limitations
 - r. Governing regulations
 - s. Safety
 - t. Inspecting and testing requirements
 - u. Required performance results
 - v. Recording requirements
 - w. Protection
 - 2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
 - 3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.
 - 4. Reporting: Prime Contractor or Installer shall issue minutes to attendees, Construction Manager, Owner and Architect.

1.5 PROGRESS MEETINGS

- A. Progress meetings will be held at the Project Site every two weeks or as determined by the Construction Manager.
- B. Attendees: In addition to representatives of the Owner, Construction Manager, and the Architect, each prime contractor (project manager), supplier, or 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 the Project and authorized to conclude matters relating to the Work.
- C. Failure of any Prime contract to be so represented at any job meeting which is held at a mutually agreed time or for which three days oral or written notice is given, shall in no way relieve the Contractor from abiding by any and all decisions made at such meeting by all in attendance. Any **PRIME CONTRACTOR** who is not represented at these meetings without previously being excused by the **CONSTRUCTION MANAGER**, will be assessed a penalty of \$250 per occurrence. The amount of this penalty will be deducted from the **CONTRACTOR'S** account through the issuance of a change order prior to the next payment period. The assessment of this penalty does not relieve the **CONTRACTOR** from the fulfillment of all obligations of its Contract Agreement with the owner.
- D. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind 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.
 - 2. Review the present and future needs of each entity present, including the following:
 - a. Interface requirements
 - b. Time
 - c. Sequences
 - d. Status of submittals
 - e. Deliveries
 - f. Off-site fabrication problems
 - g. Access
 - h. Site utilization
 - i. Temporary facilities and services
 - j. Hours of work
 - k. Hazards and risks
 - l. Housekeeping
 - m. Quality and work standards
 - n. Change Orders
 - o. Documentation of information for payment requests
 - p. Two week look ahead schedule
- E. Reporting: No later than 3 days after each meeting, Construction Manager will prepare and distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - 1. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.6 SUPERINTENDENT'S / FOREMANS COORDINATION MEETINGS

- A. The Construction Manager will conduct project coordination meetings weekly at a time convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular meetings and special pre-installation meetings.
- B. The Construction Manager will request representation (superintendent/foreman) at each meeting by every party currently involved in coordination or planning for the construction activities involved. Representative attending meeting must have authority to make decisions on behalf of their company. Any on site **PRIME CONTRACTOR** who is not represented at these meetings without previously being excused by the **CONSTRUCTION MANAGER**, will be assessed a penalty of \$100 per occurrence. The amount of this penalty will be deducted from the **CONTRACTOR'S** account through the issuance of a change order prior to the next payment period. The assessment of this penalty does not relieve the **CONTRACTOR** from the fulfillment of all obligations of its Contract Agreement with the owner.
- C. Construction Manager will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.7 ELECTRONIC FORM PROCEDURES

- A. Unless otherwise noted, Procore will be used for **ALL** electronic form procedures including, but not limited to submittals, RFIs, substitution requests, schedule change requests, deficiency logs, daily construction reports, and punchlists.
- B. Contractor and other parties granted access by the Architect/CM to Project electronic form procedures shall follow instructions issued by the Architect/CM during the preconstruction conference.

1.8 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified, via the electronic form procedures outlined.
 - 1. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of others.
- B. Content of the RFI: Include a detailed description of item needing information or interpretation and the following:
 - 1. Project number.
 - 2. RFI number.
 - 3. Contract number and title.
 - 4. Name of Contractor.
 - 5. Name of Contractor's contact person.
 - 6. Email address of Contractor's contact person.
 - 7. RFI subject.
 - 8. Question: Fully describe question or information requested. Include:
 - a. Specification Section number and title and related paragraphs, as appropriate.
 - b. Drawing number and detail references, as appropriate.
 - c. Field dimensions and conditions, as appropriate.
 - d. Contractor's suggested resolution. If Contractor's solution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow reasonable time for Architect's response for each RFI.
 - 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 inaccurately prepared RFIs.
- 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 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect **and Construction Manager** in writing within seven days of receipt of the RFI response.
- D. On receipt of Architect'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.
- 1. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section 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. Submittal Schedule.
 - 4. Daily construction reports.
 - 5. Material/equipment status reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.
 - 2. Division 01 Section "Special Provisions"
 - 3. Division 01 Section "Application for Payment" for submitting the Schedule of Values.
 - 4. Division 01 Section "Project Meetings" for submitting and distributing meeting and conference minutes.
 - 5. Division 01 Section "Administrative Requirements" for submitting schedules and reports.
 - 6. Division 01 Section "Quality Control" for submitting a schedule of tests and inspections.
 - 7. Division 01 Section "Project Record Documents" for administering Record Documents.
 - 8. Division 01 Section "Closeout Submittals" for project closeout requirements.

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.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- 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, unless otherwise approved by Architect.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. 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.
- 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. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit copy of schedule via email. 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 Construction Site Coordinator's final release or approval.
- C. Preliminary Construction Schedule: Submit copy via email.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Contractor's Construction Schedule: Submit copy of initial schedule via email; large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule, using software indicated, on a flashdrive, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- E. Daily Construction Reports: Submit by end of each work day on Procore.
- F. Material/Equipment Status Reports: Submit two (2) copies at bi-weekly intervals.
- G. Field Condition Reports: Submit two (2) copies at time of discovery of differing conditions.
- H. Special Reports: Submit two (2) copies at time of unusual event.
- I. Six Week Look Ahead Schedule: Submit one (1) copy for the biweekly progress meeting.
- J. Three Week Look Ahead Schedule: submit one (1) copy weekly at the foreman's meeting.
- K. Weekly Work Plans (WWP) - The weekly work plan is a more detailed day by day, one week plan created by each trade foremen to plan the next week's work, based on the six-week look-ahead plan. This Work Plan will be reviewed at weekly Foreman's meetings. WWP's are due each Monday at noon for the work to be performed the following week.
- L. 15-minute Daily Huddle - Subcontractor foremen will meet for a 15-minute standup meeting in the field (time and place to be determined by Project Supt) with their peers from other subs and Turner Field Staff to quickly assess the day's performance and discuss any new issues discovered.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section 01 12 00. 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 schedule for work of Owner's separate contracts.
 6. Review time required for review of submittals and resubmittals.
 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 8. Review time required for completion and startup procedures.
 9. Review and finalize list of construction activities to be included in schedule.
 10. Review submittal requirements and procedures.
 11. Review procedures for updating schedule.

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. 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.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL INFORMATION

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling" and Last Planner® System (LPS) – Production System Planning and Control Process outline in Special Provisions.

- B. Time Frame: Extend schedule from date established for the Notice of Award 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 30 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following 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.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 10 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Site Coordinator'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 by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 6. 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.
 7. 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.
 8. 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.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- 1. Refer to Division 01 Section "Applications for Payment" for cost reporting and payment procedures.
 - 2. Contractor shall assign cost to construction activities on the Construction Schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - 3. Each activity cost shall reflect an accurate value subject to approval by Architect.
 - 4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- H. 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 of Award.
- 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 90 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 of Award. 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. Daily Construction Reports: Unless otherwise noted, all submissions will be through Procure. Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.

3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Substantial Completions authorized.
- B. Material Location Reports: At bi-weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation via RFI form on Procore. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) 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. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 SUBMITTAL SCHEDULE

- A. Submittal Schedule must be submitted to the Construction Manager within 10 Working days of Notice of Contract Award.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 3 working days 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.

- B. Distribution: Distribute copies of approved schedule to Architect, Construction Site Coordinator, 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.

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SECTION 01 40 00

QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and each prime Contractor. They do not include Contract enforcement activities performed by the Architect.
- B Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contractor Document requirements.
- C Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1 Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2 Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilities compliance with Contract Document requirements.
 - 3 Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RESPONSIBILITIES

- A Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
- B The Contractor shall employ and pay an independent agency, to perform specified quality control services.
- C The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.
 - 1. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
- D Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services provide unsatisfactory and do not indicate compliance with

Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

1. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

E Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
5. Security and protection of samples and test equipment at the Project site.

F Owner Responsibilities: The Owner will provide on-site soils compaction tests and on site concrete testing. Concrete mix designs, soil proctor and gradation tests are the responsibility of the contractor.

G The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.

H Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its service.
2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
3. The agency shall not perform any duties of the Contractor coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
4. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.4 SUBMITTALS

A The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.

B Submit additional copies of each written report directly to the governing authority, when the authority so directs.

1. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

- a. Date of issue.
- b. Project title and number.
- c. Name, address and telephone number of testing agency.
- d. Dates and locations of samples and tests or inspections.
- e. Names of individuals making the inspection or test.
- f. Designation of the Work and test method.
- g. Identification of product and Specification Section.
- h. Complete inspection or test data.
- i. Test results and interpretations of test results.
- j. Ambient conditions at the time of sample taking and testing.
- k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.

1.5 QUALITY ASSURANCE

- A Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- B Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching".
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and Protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

* * * * *

SECTION 01 45 33

CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes: Requirements for Code-Required Special Inspections and Procedures. The Owner shall employ one Special Inspection Manager and one or more Special Inspectors to provide inspections during construction.
- B. 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 Documents requirements.
 - 1. Requirement for the contractor to provide quality control services required by Architect or Authorities having jurisdiction are not limited by provisions of this section.

1.02 DEFINITIONS

- A. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.
 - 1. Independent: An approved agency shall be objective and competent. The agency shall also disclose possible conflicts of interest so that objectivity can be confirmed.
 - 2. Equipment: An approved agency shall have adequate equipment to perform required tests. The equipment shall be periodically calibrated.
 - 3. Personnel: An approved agency shall employ experienced personnel educated in conducting, supervising and evaluating tests and/or inspections.
- B. Special Inspection, Continuous: The full-time observation of work requiring special inspection by an approved Special Inspector who is present in the area where the work is being performed.
- C. Special Inspection, Periodic: The part-time or intermittent observation of work requiring special inspection by an approved Special Inspector who is present in the area where the work has been or is being performed and at the completion of the work.
- D. Quality Assurance Service: Activities, actions and procedures performed before and during execution of the work to guard against defects and deficiencies and ensures that proposed construction complies with requirements.
- E. Special Inspection Manager: Special Inspection Manager collects, Review for completeness and distributes special inspection reports to the Code Enforcement Official, the Engineer/Architect of Record and the Construction Manager. The Special Inspection Manager shall schedule and coordinate work of the Special Inspectors with the Contractors.
- F. Code Enforcement Official: Authority Having Jurisdiction.

1.03 REGULATORY REQUIREMENTS

- A. Copies of Regulations: Obtain copies of the following regulations and retain at the project site to be available for reference by parties who have a reasonable need.
 - 1. Chapter 17 – “Special Inspections and Tests” of the 2020 Building Code of New York State (BCNYS), November 2019.
- B. Building Permit Requirement: The permit applicant shall submit a statement of special inspections prepared by the registered design professional in responsible charge as a condition for permit issuance.

1.04 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
1. ACI International (ACI)
 - a. ACI 318/318R (2005) Building Code Requirements for Structural Concrete and Commentary.
 - b. ACI 530-530.1 (2005) Building Code Requirements for Masonry Structures and Specifications for Masonry Structures.
 2. American Institute of Steel Construction (AISC)
 - a. AISC (1989) Manual of Steel Construction – Allowable Stress Design.
 3. American Society for Testing and Materials (ASTM)
 - a. ASTM A435-90 (2001) Straight Beam Ultrasonic Examination of Steel Plates.
 - b. ASTM A 615 (2004a) Deformed and Plain Billet-steel Bars for Concrete Reinforcement.
 - c. ASTM A 898-91 (2001) Straight Beam Ultrasonic Examination of Rolled Steel Structural Shapes.

1.05 QUALITY ASSURANCE

- A. Professional Engineer Qualifications: A Professional Engineer who is legally qualified to practice in the State of New York 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 products that are similar to those indicated for this Project in material, design, and extent.
- B. Special Inspector: Provide a Special Inspector at the work site for each of the areas of responsibilities, specified below, who shall assist and report to the Special Inspection Manager, Owner, Engineer/Architect of Record and the Construction Manager and who shall have no duties other than their assigned quality control duties. Special Inspectors are required to be physically present at the construction site to perform the phases of control and prepare documentation for each definable feature of work in their area of responsibility at the frequency specified.

The Special Inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the code enforcement official, for inspection of the particular type of construction or operation requiring special inspection. Special Inspectors shall satisfy the minimum qualification requirements outlined in Table 1704.1 of the Building Code of New York State, Chapter 17 and as outlined below and shall be engaged for the activities indicated.

1. Requirement for Special Inspectors shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade union jurisdictional settlements and similar conventions.
2. Concrete:
 - a. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
 - b. Personnel performing laboratory tests shall be ACI certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I.
 - c. Testing Agency laboratory supervisor shall be an ACI certified Concrete Laboratory Testing Technician, Grade II.

3. Smoke Control Systems:
 - a. Personnel conducting field tests shall be qualified in fire protection engineering, mechanical engineering and certification as air balancer certified by AABC Test and Balance Technician.
4. Structural Steel: Registered Structural Engineer, (P.E.) in New York State with a minimum of 5-years experience.
5. Welding:
 - a. Personnel conducting field tests shall be qualified as Certified Welding Inspector (CWI) according to AWS QC1 or an equivalent certification program.

1.06 SPECIAL INSPECTIONS

- A. Scheduling Inspections: The Contractor shall notify the On-Site Owner's Representative, Agent or Construction Manager at least 24 hours in advance of the time when the Work that requires testing or inspecting will be performed.
- B. Inspection of Fabricators: Where fabrication of structural, load-bearing or lateral load-resisting members or assemblies is being conducted on the premises of a fabricator's shop, special inspection of the fabricated items shall be performed during fabrication and as required elsewhere in The Building Code of New York State (BCNYS).

Fabrication and implementation procedures. The Special Inspector shall verify that the fabricator maintains detailed fabrication and quality control procedures that provide a basis for inspection control of the workmanship and the fabricator's ability to conform to approved construction documents and referenced standards. The Special Inspector shall review the procedures for completeness and adequacy relative to the code requirements for the fabricator's scope of work.

Exception: Special inspections of a fabricator will not be required where the fabricator is approved and registered as follows:

1. As defined in Section 1704.2.5 of the BCNYS ("Special Inspection of fabricated items"), Special Inspections during fabrication as required by Section 1704.2.5 are not required where the fabricator maintains approved detailed fabrication and quality control procedures that provide a basis for control of the workmanship and the fabricator's ability to conform to the approved construction documents and the BCNYS. Approval shall be based upon review of fabrication and quality control procedures and periodic inspection of fabrication practices by the approved Special Inspector / Codes Enforcing Officer (CEO).
 2. Special Inspections are not required where the fabricator is registered and approved in accordance with Section 1704.2.5.1 ("Fabricator Approval") of the BCNYS. Special Inspections during fabrication are not required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspections. Approval shall be based upon review of the fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices by an approved agency. At completion of fabrication, the approved fabricator shall submit a certificate of compliance to the Owner or the owner's authorized agent for submittal to the building official as specified in Section 1704.5 of the BCNYS stating that the work was performed in accordance with approved construction documents.
- C. Steel Construction: The special inspections for steel elements of buildings and structures shall be as required by Section 1704 and Section 1705.2 of The Building Code of New York State.
 1. Exceptions: Special inspection of the steel fabrication process shall not be required where the fabrication process for the entire building or structure does not include any welding, thermal cutting or heating operation of any kind. In such cases, the fabricator shall be required to submit a detailed procedure for material control that demonstrates the fabricator's ability to maintain suitable records and procedures such that, at any time during the fabrication process, the material specification, grade and mill test reports for the main stress-carrying elements are capable of being

determined. Mill test reports shall be identifiable to the main stress-carrying elements when required by the approved construction documents.

- D. Structural Steel: Special Inspections and non-destructive testing of structural steel elements in buildings, structures and portions thereof shall be in accordance with Section 1705.2.1 of the referenced BCNYS and the quality assurance inspection requirements of AISC 360.
 - 1. Exceptions: Special inspection railing systems composed of structural steel elements shall be limited to welding inspection of welds at the base of cantilevered rail posts.
- E. Welding inspections shall be in compliance with AWS D1.1. The basis for welding inspector qualifications shall be AWD D1.1.
- F. Concrete Construction: The special inspections and verifications for concrete construction shall be as required by Section 1705.3 and Table 1705.3 of The Building Code of New York State.
- G. Masonry Construction: Masonry construction shall be inspected and evaluated in accordance with the requirements of Section 1705.4 of The Building Code of New York State.
- H. Soils: The special inspections for existing site soil conditions, fill placement and load bearing requirements shall be as required by Section 1705.6 and Table 1705.6 of The Building Code of New York State. The approved soils report (if available) and the requirements contained within the Contract Documents shall be used to determine compliance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 STATEMENT OF SPECIAL INSPECTIONS

- A. Refer to attached form "Statement of Code-Required Special Inspections and Procedures" at the end of this section.
- B. Refer to attached "Schedule of Code-Required Special Inspections and Procedures" at the end of this section.

3.02 SPECIAL INSPECTION REPORTS

- A. Report Requirement: Special Inspectors shall keep records of inspections. The Special Inspector shall furnish inspection reports to the Special Inspection Manager. The Special Inspection Manager shall furnish reports to the Code Enforcement Official, Owner, to the Engineer/Architect in responsible charge and to the Construction Manager.
 - 1. Reports shall indicate that work inspected was done in conformance to approved construction documents. As a minimum, the content of the special inspection reports shall be in accordance with Section 1705 of The Building Code of New York State.
 - 2. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Code Enforcement Official and to the Engineer/Architect in responsible charge prior to the completion of that phase of the work.
- B. Weekly Reports: On the first day of each week, the Special Inspector shall notify the Special Inspections Manager of any and all deficiencies identified within the previous week. The Special Inspections Manager shall notify all affected parties, including, but not limited to, the Contractor, the A/E and the on-site Owner's Representative or Agent.
- C. Monthly Report: On the first day of each month, the Special Inspector shall furnish to the Special Inspection Manager five copies of the combined progress reports of the special inspector's observations. The Special Inspection Manager shall furnish five reviewed copies to the Code

Enforcement Official and to the Engineer/Architect of responsible charge. These progress reports shall list all special inspections of construction or reviews of testing performed during that month, note all uncorrected deficiencies, and describe the corrections made both to these deficiencies and to previously reported deficiencies.

1. Each monthly report shall be signed by all special inspectors who performed special inspection of construction or reviewed testing during that month, regardless of whether they reported any deficiencies.
 2. Each monthly report shall be signed by the Contractor.
- D. Final Report: At completion of construction, each Special Inspector shall prepare and sign a final report attesting that all work they inspected and all testing and test reports they reviewed were completed in accordance with the approved construction documents and that deficiencies identified were satisfactorily corrected.
1. The Special Inspector shall submit a combined final report containing the signed final reports to the Special Inspection Manager.
 2. The Special Inspection Manager shall submit the combined final report to the Code Enforcement Official, Owner and to the Engineer/Architect in responsible charge.
 3. The Contractors shall sign the combined final report attesting that all final reports of Special Inspectors that performed work to comply with these construction documents are contained therein, and that the Contractor has reviewed and approved all of the individual inspector's final reports.
 4. Refer to attached form "Report of Code-Required Special Inspections and Procedures" attached at the end of this section.

END OF SECTION

ATTACHMENTS

CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

STATEMENT OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

Name of Project: Lowville Academy & Central School District
Main Building
Capital Project
Lowville, New York 13367
SED Control No. 23-09-01-04-0-001-022

Address or Legal Description: Lowville Academy & Central School District
7668 State Street
Lowville, New York 13367

Owner's Name: Lowville Academy & Central School District

Authority having Jurisdiction: State Education Department
Reviewer:

I, _____ as the Owner (contractors may not employ the special inspector),
certify that I will be responsible for employing the special inspector(s) as required by the Building Code of
New York State Section 1704 for the construction project located at the site listed above.

Signed: _____

I, _____ as the Architect of Record,
certify that I have prepared the following special inspections program as required by the Building Code of
New York State Section 1704 for the construction project located at the site listed above.

Printed Name: _____

Seal:

Signature: _____ Date: _____

LIST OF WORK REQUIRING SPECIAL INSPECTIONS

(SEE ATTACHED SCHEDULE)

CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

STATEMENT OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

Name of Project: Lowville Academy & Central School District
Bus Garage
Capital Project
Lowville, New York 13367
SED Control No. 23-09-01-04-5-005-008

Address or Legal Description: Lowville Academy & Central School District
5477 Bostwick Street
Lowville, New York 13367

Owner's Name: Lowville Academy & Central School District

Authority having Jurisdiction: State Education Department
Reviewer:

I, _____ as the Owner (contractors may not employ the special inspector), certify that I will be responsible for employing the special inspector(s) as required by the Building Code of New York State Section 1704 for the construction project located at the site listed above.

Signed: _____

I, _____ as the Architect of Record, certify that I have prepared the following special inspections program as required by the Building Code of New York State Section 1704 for the construction project located at the site listed above.

Printed Name: _____

Seal:

Signature: _____ Date: _____

LIST OF WORK REQUIRING SPECIAL INSPECTIONS

(SEE ATTACHED SCHEDULE)

CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES REPORT FORM

REPORT TYPE:

- Continuous
- Periodic
- Final

WORK MATERIAL INSPECTED:

PROJECT NAME:

Address or Legal Description:

Owner's Name:

Phone:

Fax:

APPROVED INSPECTION AGENCY:

Address:

Phone:

Fax:

AUTHORITY HAVING JURISDICTION:

Address:

Phone:

Fax:

ENGINEER/ARCHITECT OF RECORD:

Address:

Phone:

Fax:

STATEMENT OF CONFORMANCE:

Discrepancies:

- 1. None _____
 - a. Contractor Review:
 - b. Contractor Signature:
 - c. Contractor Correction:

Outstanding Discrepancies:

- 1. None _____
 - a. Authority having Jurisdiction Review:
 - b. Registered Design Professional Review:

END OF FORM

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES								
Inspection Required	Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency
(See Legend of Bldgs Below)								
INSPECTION OF FABRICATORS								
NOTE 1: See Specification Section 01 45 33, Paragraph 1.06 for Additional Information regarding "Exception" requirements for Inspection of Fabricators.								
MB & BG (See Note 1)	Inspections of fabricated load bearing members and assemblies	On premise inspection of fabricated items	Continuous	NA	Inspection Report	1704.2.5, 1705.2	Per Chapter 17	See Legend Below
MB & BG (See Note 1)	Fabricators detailed fabrication and quality control procedures - Structural Steel	Review fabricator's fabrication and quality control procedures to ensure capability to perform required work	Continuous - Prior to fabrication of each fabrication run	NA	Inspection Report	1704.2.5, 1705.2	Per Chapter 17	See Legend Below
MB & BG (See Note 1)	Fabricator Approval - Structural Steel	Review and approval of fabricator's written procedural and quality control manuals. Obtain fabricator's Certification of Compliance	Review and approval prior to fabrication; Certificate of compliance for each fabrication run	NA	Inspection report with attached Certificate of Compliance	1704.2.5, 1705.2	Per Chapter 17	See Legend Below
STEEL CONSTRUCTION								
MB & BG	Material verification of high-strength bolts, nuts and washers	Verify identification markings conform to ASTM standards specified in the approved Construction Documents	Periodic	Applicable ASTM material specification; AISC 360, Section A3.3	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Material verification of high-strength bolts, nuts and washers	Manufacturer's certificate of compliance required	Periodic	Applicable ASTM material specification; AISC 360, Section M2.5	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of high-strength bolting	Bearing-type connections	Periodic	AISC 360 Section M2.5, N5, N5.6	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of high-strength bolting	Slip-critical connections	Continuous and/or Periodic - see AISC 360 Section N5.6	AISC 360 Section M2.5, N5, N5.6	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Material verification of structural steel	Verify identification markings conform to ASTM standards specified in the approved Construction Documents	Periodic	ASTM A6 or ASTM A568	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Material verification of structural steel	Manufacturer's certificate of compliance required	Periodic	ASTM A6 or ASTM A568	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES								
Inspection Required	Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency
(See Legend of Bldgs Below)								
MB & BG	Material verification of weld filler materials	Verify identification markings conform to AWS standards specified in the approved Construction Documents	Periodic	AISC 360 Section A3.5, N5, N5.4	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Material verification of weld filler materials	Manufacturer's certificate of compliance required	Periodic	AISC 360 Section A3.5, N5	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of welding: Structural steel	Complete and partial penetration groove welds	Continuous	AWS D1.1	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of welding: Structural steel	Multi-pass fillet welds	Continuous	AWS D1.1	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of welding: Structural steel	Single-pass fillet welds greater than 5/16"	Continuous	AWS D1.1	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of welding: Structural steel	Single-pass fillet welds less than or equal to 5/16"	Periodic	AWS D1.1	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of welding: Structural steel	Floor and roof deck welds	Periodic	AWS D1.3	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of welding: Reinforcing steel to existing steel	Verification of weldability of reinforcing steel to existing steel	Periodic	AWS D1.3	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of steel frame joint details for compliance with approved construction documents	Details such as bracing and stiffening	Periodic	NA	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of steel frame joint details for compliance with approved construction documents	Member locations	Periodic	NA	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Inspection of steel frame joint details for compliance with approved construction documents	Application of joint details at each connection	Periodic	NA	Inspection Report	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Steel fabrication process not utilizing any welding, thermal cutting or heating operation of any kind	Verification of fabricators compliance with requirements of BCNYS 1705.2	Periodic	NA	Statement of Verification	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Verify use of periodic inspections for single pass fillet welds not exceeding 5/16" in size	Verification of materials, welding procedures and qualification of welders	Prior to the start of work and for each welder	NA	Statement of Verification	1704, 1705.2	Per Chapter 17	See Legend Below
MB & BG	Verify use of periodic inspections for floor and roof deck welding	Verification of materials, welding procedures and qualification of welders	Prior to the start of work and for each welder	NA	Statement of Verification	1704, 1705.2	Per Chapter 17	See Legend Below

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES									
Inspection Required	Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency	
(See Legend of Bldgs Below)									
-	No	Verify use of periodic inspections for welded sheet steel form cold-formed steel framing members such as studs and joists	Verification of materials, welding procedures and qualification of welders	Prior to the start of work and for each welder	NA	Statement of Verification	1704, 1705.2	Per Chapter 17	See Legend Below
-	No	Verify use of periodic inspections for welding of stairs and railing systems	Verification of materials, welding procedures and qualification of welders	Prior to the start of work and for each welder	NA	Statement of Verification	1704, 1705.2.1	Per Chapter 17	See Legend Below
CONCRETE CONSTRUCTION									
-	No	Concrete testing	Absence of test data	NA	Ch. 3, ACI 318	Statement of Conformance	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Concrete reinforcement	Inspection of reinforcing steel and placement	Periodic - Prior to each concrete placement	Per BCNYS Table 1705.3	Inspection Report	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Bolts and other embedded inserts	Inspect bolts to be installed in concrete prior to and during placement of concrete	Continuous - prior to each concrete placement Continuous - During concrete placement	Per BCNYS Table 1705.3	Inspection Report	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Design Mix	Verify use of required design mix	Periodic	Per BCNYS Table 1705.3	Inspection Report	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Concrete strength	Strength test	Continuous - See Project Manual and Reference Standard	ACI 318 ASTM C31, ASTM C39	Inspection Report	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Sampling and testing of fresh concrete	Sampling fresh concrete and performing slump, air content tests, field temperature and strength test specimen preparation	Continuous - See Project Manual and Reference Standard	Per BCNYS Table 1705.3	Inspection Report	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Concrete placement	Inspection of concrete placement for proper application technique	Continuous	Per BCNYS Table 1705.3	Inspection Report	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Concrete curing	Inspection for maintenance of specified curing temperature and technique	Periodic	Per BCNYS Table 1705.3	Inspection Report	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Isolated concrete footings	Concrete construction special inspections in accordance with BCNYS 1705.3	Refer to Special Inspection Schedule	NA	NA	1705.3, Table 1705.3	Per Chapter 17	See Legend Below

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES									
Inspection Required		Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency
(See Legend of Bldgs Below)									
-	No	Continuous concrete footings supporting walls	Concrete construction special inspections in accordance with BCNYS 1705.3	Refer to Special Inspection Schedule	NA	NA	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Nonstructural concrete slabs on ground (grade)	Concrete construction special inspections in accordance with BCNYS 1705.3	Refer to Special Inspection Schedule	NA	NA	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Concrete foundation walls	Concrete construction special inspections in accordance with BCNYS 1705.3	Refer to Special Inspection Schedule	NA	NA	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Concrete patios, driveways and sidewalks, on grade (ground)	Concrete construction special inspections in accordance with BCNYS 1705.3	Refer to Special Inspection Schedule	NA	NA	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
-	No	Inspection of Formwork	Inspect formwork for shape, location and dimensions of the concrete member being formed in accordance with BCNYS Table 1705.3	Periodic	NA	NA	1705.3, Table 1705.3	Per Chapter 17	See Legend Below
MASONRY CONSTRUCTION - GENERAL									
-	No	Engineered masonry in Risk Category I, II & III facilities	Masonry construction special inspections in accordance with BCNYS 1705.4	Refer to Special Inspection Schedule	TMS 402 / ACI 530/ ASCE 5 and TMS 602 / ACI 530.1/ ASCE 6	--	1705.4	Per Chapter 17	See Legend Below
MASONRY CONSTRUCTION - LEVEL 1									
-	No	Site prepared mortar	Verify proportions of site prepared mortar to ensure compliance	Periodic	ACI 530.1/ASCE 6 /TMS 602: 2.6A	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Mortar joints	Verify construction of mortar joints to ensure compliance	Periodic	ACI 530.1/ASCE 6 /TMS 602: 3.3B	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Reinforcement and connectors	Verify location of reinforcement and connectors to ensure compliance	Periodic	ACI 530.1/ASCE 6 /TMS 602: 3.4, 3.6A	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Structural elements	Inspect to verify size and location of structural elements	Periodic	ACI 530.1/ASCE 6 /TMS 602: 3.3G	Inspection Report	1705.4	Per Chapter 17	See Legend Below

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES									
Inspection Required		Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency
(See Legend of Bldgs Below)									
-	No	Masonry anchors	Inspect to verify type, size and location, including other details of anchorage of masonry to structural members, frames or other construction	Periodic	ACI 530/ASCE 5 /TMS 402: 1.2.2(e), 2.1.4, 3.1.6	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Masonry reinforcing	Inspect to verify specified size, grade and type of reinforcing	Periodic	ACI 530/ASCE 5 /TMS 402: 1.12 ACI 530.1/ASCE 6 /TMS 602: 2.4, 3.4	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Protection of masonry	Inspect to verify protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F)	Periodic	ACI 530.1/ASCE 6 /TMS 602: 1.8	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Grout space	Inspect prior to grouting to verify grout space is clean	Periodic	ACI 530.1/ASCE 6 /TMS 602: 3.2D	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Reinforcement and connectors	Inspect prior to grouting to verify placement of reinforcement and connectors	Periodic	ACI 530/ASCE 5 /TMS 402: 1.12 ACI 530.1/ASCE 6 /TMS 602: 3.4	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Grout	Inspect prior to grouting to verify proportions of site prepared grout	Periodic	ACI 530.1/ASCE 6 /TMS 602: 2.6B	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Mortar joints	Inspect prior to grouting to verify construction of mortar joints	Periodic	ACI 530.1/ASCE 6 /TMS 602: 3.3B	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Grout placement	Grout placement shall be verified to ensure compliance with code and Construction Document Provisions	Continuous	ACI 530.1/ASCE 6 /TMS 602: 3.5	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Test specimen/prism	Observe the preparation of required grout specimens, mortar specimens and/or prism specimens to ensure compliance	Continuous	ACI 530.1/ASCE 6 /TMS 602: 1.4	Inspection Report	1705.4	Per Chapter 17	See Legend Below
-	No	Compliance verification	Compliance with required inspection provisions of the Contract Documents and the approved submittals shall be verified	Periodic	ACI 530.1/ASCE 6 /TMS 602: 1.5	Inspection Report	1705.4	Per Chapter 17	See Legend Below

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES									
Inspection Required	Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency	
(See Legend of Bldgs Below)									
WOOD CONSTRUCTION									
-	No	-	-	-	-	-	-	-	
SOILS									
-	No	Site Preparation	Inspect to verify that the site has been prepared in accordance with approved soils (if applicable) report and Contract Documents	Periodic - Prior to placement of any fills or construction work	Contract Documents	Inspection Report	1705.6, Table 1705.6	Per Chapter 17	See Legend Below
-	No	Confirm site soil conditions/soil bearing capacity	Observe site conditions to confirm site soil conditions and soil bearing capacity are adequate and consistent with approved soil report (if applicable) and Contract Documents	Periodic - Prior to fill or foundation work	Contract Documents	Inspection Report	1705.6, Table 1705.6	Per Chapter 17	See Legend Below
-	No	Verify Excavations	Inspect to verify that the excavations are extended to proper depths and have reached proper bearing material in accordance with approved soils (if applicable) report and Contract Documents	Periodic - Prior to placement of any fills or construction work	Contract Documents	Inspection Report	1705.6, Table 1705.6	Per Chapter 17	See Legend Below
-	No	Classification and Testing of Controlled Fill	Perform classifications and testings to verify that controlled fill materials meet requirements of approved soil report (if applicable) and Contract Documents	Periodic - During placement and compaction of the fill material	Contract Documents	Inspection Report	1705.6, Table 1705.6	Per Chapter 17	See Legend Below
-	No	Placement of Fill	Inspect to verify the use of proper materials, densities and lift thicknesses during placement and compaction of controlled fill materials meet requirements of approved soil report (if applicable) and Contract Documents	Continuous - During placement and compaction of the soil/fill material	Contract Documents	Inspection Report	1705.6, Table 1705.6	Per Chapter 17	See Legend Below

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES									
Inspection Required	Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency	
(See Legend of Bldgs Below)									
-	No	Prior to placement of controlled fill, confirm site soil conditions / soil bearing capacity / subgrade preparation	Prior to placement of controlled fill material, observe site conditions and subgrade to verify site soil conditions and soil bearing capacity consistent with approved soil report (if applicable) and Contract Documents	Periodic - Prior to fill or foundation work	Contract Documents	Inspection Report	1705.6, Table 1705.6	Per Chapter 17	See Legend Below
SPRAYED FIRE-RESISTANT MATERIALS									
-	No	-	-	-	-	-	-	-	
WALL PANELS AND VENEERS									
-	No	Exterior architectural wall panels for buildings assigned to Seismic Design Category E or F	Inspect to verify anchorage and compliance with requirements of the Contract Documents	Periodic	NA	Inspection Report	1704.10, 1616.3	Per Chapter 1704	See Legend Below
-	No	Interior architectural wall panels for buildings assigned to Seismic Design Category E or F	Inspect to verify anchorage and compliance with requirements of the Contract Documents	Periodic	NA	Inspection Report	1704.10, 1616.3	Per Chapter 1704	See Legend Below
-	No	Veneers for buildings assigned to Seismic Design Category E or F	Inspect to verify anchorage and compliance with requirements of the Contract Documents	Periodic	NA	Inspection Report	1704.10, 1616.3, 1704.5	Per Chapter 1704	See Legend Below
EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)									
-	No	-	-	-	-	-	-	-	
SMOKE CONTROL									
-	No	-	-	-	-	-	-	-	
OTHER									
-	No	-	-	-	-	-	-	-	

SCHEDULE OF CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES								
Inspection Required	Material/Work to be Inspected	Scope of Inspection	Inspection Frequency	Reference Standard	Report Type	BCNYS Section	Inspector Qualifications	Approved Agency
(See Legend of Bldgs Below)								
LEGEND OF APPLICABLE BUILDINGS								
MB	Main Building							
BG	Bus Garage							
LEGEND OF APPROVED SPECIAL INSPECTION AGENCIES								
I.D.	AGENCY/CONTACT PERSON			ADDRESS/PHONE/FAX NUMBER				
A	CME Associates, Inc. Attn: Neil Zurn			6035 Corporate Drive, East Syracuse, NY 13057 P: (315) 701-0522 F: (315) 701-0526				
B	Atlantic Testing Laboratories, Ltd. Attn: William J. Bell, CWI, CET			301 St. Anthony Street, Utica, NY 13501 P: 315-735-3309 F: 315-735-0742				
C	Quality Inspection Services, Inc. Attn: Ian Richardson			6730 Myers Road, E. Syracuse, NY 13057 P: 518-899-3230				
D	Terracon Consultants - NY, Inc Attn: Mike McHenry, Materials Dept. Manager			30 Corporate Circle, Suite 201, Albany, NY 12203 P: 518-266-0310				

SECTION 01 50 00

TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Section 01 10 00, Special Provisions.
- C. Section 01 50 00 - Exhibit "E" - CM Field Office Requisition (attached).

1.2 SUMMARY

- A. Refer to Exhibit E - CM Office Requisition for details regarding CM Field Office Provisions.
- B. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection. Each Prime Contractor, shall:
 - 1. Temporary utilities include, but are not limited to, the following:
 - a. Ventilation and heat
 - b. Gas
 - c. Water
 - d. Waste Piping
 - e. Toilets
 - f. Telephones/Service
 - g. Electric
 - h. Temporary Access Roads and Staging Areas
 - 2. Support facilities include, but are not limited to, the following:
 - a. Field Offices and Storage Sheds
 - b. Temporary enclosures
 - c. Hoists and temporary elevator use
 - d. Temporary project identification signs and bulletin boards
 - e. Waste disposal services
 - f. Construction aids and miscellaneous services and facilities
- C. General Requirements - All Trades
 - 1. The **Sitework Contractor (SC1)** shall be responsible to provide, maintain, and remove the Construction Manager's Field Office and associated contents, as detailed in 01 50 00 - Exhibit E.
 - 2. The **Electrical Contractor (EC1)** shall be responsible to provide, maintain, and remove, the electrical and internet services, to the Construction Manager's Field Office, as detailed in 01 50 00 - Exhibit E.
 - 3. All construction materials shall be stored in a safe and secure manner.
 - 4. Temporary fences around construction supplies or debris shall be maintained by the responsible prime contractor. Fences around construction supplies or debris shall be maintained.
 - 5. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - 6. 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.
 - 7. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites. Badges will be issued by each Contractor. All workers will have them prior to coming on site. Badges must meet Construction Manager Approval.

8. Separation of construction areas from occupied spaces. Construction areas that are under the control of a contractor and therefore not occupied by District personnel 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. Any partitions with doors must be capable of being secured to prevent access. A specific stairwell and/or elevator will 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 unless allowed by the Construction Manager.
9. 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. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. Each Prime Contractor shall ensure that School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session. 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. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction, as building will be occupied during construction.
10. Prime Contractor shall be responsible for coordinating the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. with the Construction Manager to ensure they do not enter occupied portions of the building or air intakes.
 - a. Prime 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.
 - b. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied". Note 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 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 at windows is provided.

- D. Security and protection facilities include, but are not limited to, the following:
1. Temporary fire protection
 2. Barricades, warning signs and lights
 3. Environmental protection
 4. Temporary electric with GFCI protection
 5. Temporary lights including site security lighting

1.3 DIVISION OF RESPONSIBILITIES

- A. Prime Contractor is responsible for the following:
1. Installation, operation, maintenance and removal of each temporary facility considered as its own normal construction activity, as well as the costs and use charges except as listed below.

2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities. Generators for tools prior to the installation of temporary power.
3. Its own storage and fabrication sheds. Contractors are not to plan on utilizing any portion of the school for the storage of material. Storage of material in existing building spaces will be by permission only and only for a defined period of time.
4. Hoisting requirements, including hoisting loads in excess of 2 tons, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure.
5. Collection and disposal removal from site of its own waste material: hazardous, dangerous, unsanitary, or otherwise harmful.
6. Secure lock-up of its own tools, materials, and equipment.
7. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
8. Smoking Ban (all tobacco products) on School District grounds- Contractor's employees are strictly forbidden to smoke on site. Violators will be permanently removed from the site.
9. School district personnel, or its designee shall conduct daily inspections of District occupied areas, to assure that construction materials, equipment and debris do not block fire exits or emergency rescue windows. Contractors shall maintain all emergency exits from the building at all times. Temporary exit pathways may need to be established with orange fence. Items blocking exits, or provisions required to restore exits deemed unusable due to Contractors' operations will be corrected at the Contractor's expense.

1.4 USE CHARGE: Cost or use charges for temporary facilities are not chargeable to the Owner, the Architect, or the Construction Manager. The Architect and CM will not accept a Prime Contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.

- A. Water Service: Use water from the Owner's existing water system without metering and without payment of use charges. Access to water shall be designated by the Owner.
- B. Electric Power Service: Temporary electric power required for this work will be the sole responsibility of Prime Contractor
- C. Use of electric power from the Owner's permanent power system (when operational) will be granted to Contractors without payment of use charges.
- D. Sewer Service Use Charges: Prime Contractor shall provide temporary toilets in proportions required by OSHA. Placement of toilets and or disposal route to be approved by CONSTRUCTION MANAGER.
- E. Other entities using temporary services and facilities include, but are not limited to, the following:
 1. The Construction Manager
 2. Other non-Prime Contractors
 3. The Owner's workforces
 4. Future Occupants of the Project
 5. The Architect
 6. Testing agencies
 7. Personnel of government agencies

1.5 SUBMITTALS

- A. Implementation and Termination Schedules: Within 15 days of the date established for submittal of the Contractor's Construction Schedule, Contractor shall submit a schedule indicating implementation and termination of each temporary utility for which the Contractor is responsible. Contractor shall prepare a schedule indicating dates for implementation and termination of each temporary utility for which the Contractor is responsible. At the earliest

feasible time or unless otherwise noted, when acceptable to the Owner, change over from use of temporary service to use of permanent service

1.6 QUALITY ASSURANCE

- A. Regulation: Prime Contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. NYS Building code requirements
 - 2. State Education Department
 - 3. Occupational Safety & Health Administration (OSHA) Health and safety regulations
 - 4. Utility company regulations
 - 5. Police, fire department and rescue squad rules
 - 6. Environmental protection regulations

- B. Standards: Prime Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI-A10 series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities" OSHA part 1926 "Standards for Construction."
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
 - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits. Inspection costs to be paid by contractor requiring said inspection.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: The Installer of each permanent service shall assume responsibility for its operation, maintenance, and protection during use as a construction facility prior to the Owner's acceptance, regardless of previously assigned responsibilities.

- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Prime Contractor shall provide new materials. If acceptable to the Architect, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for use intended.

- B. Water: Provide potable water approved by local health authorities.

- C. Temporary Open-Mesh Fencing: As shown on drawings and specifications. Refer to Section 01 10 00, Special Provisions.

- D. Temporary Toilets: Refer to Section 01 10 00, Special Provisions.

2.2 EQUIPMENT

- A. General: Each Prime Contractor shall provide new equipment. If acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Each Prime Contractor shall provide facility ready for use when needed to avoid delay. Maintain and modify as required. 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: Engage the appropriate local utility company to install temporary service or connect to existing service if necessary and applicable. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Project Identification and Temporary Signs: Contractor shall prepare project identification and other signs of size indicated. Install Signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
 - 1. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, existing roof 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.
- C. Security Enclosure and Lockup: 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 and windows at end of each work day.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
 - 1. Where temporary egress doors occur, provide minimum clear opening width of **60 inches**.

- F. Covered Walkway: Contractor shall erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
 - 1. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 2. Paint and maintain appearance of walkway for duration of the Work.
- G. 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. Face exterior enclosures with plywood, unless otherwise approved, in advance, by Architect. Polyethylene sheet may not be used for exterior enclosures.
- H. Temporary Fire Protection: Each Prime Contractor, shall 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.
 - 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.

3.5 MOISTURE AND MOLD CONTROL

- A. Moisture-Protection Plan: Avoid trapping water in finished work.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Keep interior spaces clean and protected from water damage.
 - 2. Collect and remove waste containing cellulose or other organic matter.
 - 3. Discard or replace water-damaged material.
 - 4. Do not install material that is wet.
 - 5. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 6. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

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SECTION 01 50 00.1 - TEMPORARY FACILITIES
EXHIBIT "E" - CM FIELD OFFICE REQUISITION

1. **CM Field Office Trailer:** General location of CM Trailer shall be at the Bostwick Field Site off of the Bostwick Street access point. Be advised, final location of CM trailer is to be determined.
2. The **Site Work Contractor SC 01** shall provide Project Field Office for principal use by Construction Manager. **The office services are to be completely set up within thirty (30) calendar days of the Notice to Proceed.** The Field Office and associated contents remain the property of the **Sitework Contractor** for Twenty (20) months (April, 2024 - December 2025) and shall be insured by the **Sitework Contractor** for Twenty (20) months (April, 2024 - December 2025) for all perils and risks. For the project duration, the **Sitework Contractor** will provide each of the items listed below: Include all costs associated with permits, fees, and the installation of this work.
 - a. Provide One (1) 672 SF (60'x12'), New Office Trailer with toilet room, pre-wired electric, heating, and AC for the duration of the Project. The trailer shall have skirting and OSHA approved steps. The trailer will also have one handicap ramp to one of the entrance doors. <https://www.willscot.com/mobile-offices/office-trailers/60-x-12-Office-Trailer>
 - b. Include cost of delivery, set-up and removal of trailer. Also include restoration of site.
 - c. Include cleaning of CM office trailer once a week (for duration of project). Cleaning will include vacuuming or mopping the floors, removal of all trash and dusting. Trash bags and cleaning supplies are to be included.
 - d. **SC** shall remove snow and salt trailer stairs and ramp as needed, as well as remove snow from around trailer for parking.
 - e. Provide connection of water and Sewer to CM Field Office for twenty (20) months (April, 2024 - December 2025). This service shall include appropriate insulation/heat trace to ensure lines do not freeze. Include all associated utility and usage costs as well as disconnection and restoration of lawn.
3. **Electrical Contractor to Provide and Maintain** the following
 - a. Electrical service to the CM trailer for Twenty (20) months (April, 2024 - December 2025) assume 100-amp 120/208v power. Include power connection/disconnect to CM trailer Note: Assume this service to include providing, installing, and removing a temporary utility pole and temporary panel/transformer in order to provide trailer with electrical connection.
 - b. Internet service of 100MBps or better, unlimited data. Include new service installation, connections, Wifi/4-port router, setup, and monthly usage charges for the duration of the project.
 - c. Hardwiring (CAT6) for four (4) RJ45 data ports within trailer, locations to be determined by CM.
 - d. Include disconnection of the above listed upon removal of trailer.
4. **Rental Equipment Services: The Sitework Contractor** shall Provide and Maintain the following:
 - a. (1) First Aid kit including eyewash by Zee Medical Service Co. model - "Large Four-Shelf Metal Cabinet". Contact 1-888-225-5933. Cabinet shall be provided fully stocked. Contact zeemedical.com. In addition, provide monthly service to refill as necessary.
 - b. (1) 20 lb Type A/B/C fire extinguishers to be wall mounted in Turner Construction Field Office. Provide service to provide monthly inspections, recharges, and certifications.
 - c. (1) Water cooler with operable hot and cold-water w/ monthly water deliveries for duration of project.
5. **Electronics: The Sitework Contractor** shall Provide and Maintain the following:
 - a. All items listed below are to be provided, maintained and will become the property of Lowville Academy and Central Schools at the completion of this project unless otherwise noted. Items shall be removed from field office and delivered to the School District at a location to be determined by the CM.
 1. Two (2) Laptop Computer - Dell Latitude 5540 12 Generation Intel Core IS-1235U, Windows 11 Pro, Intel Iris Xe Graphics, 16GB, DDR4. 256 GB SSD, 14.0 in display Full HD 1920x1080, with Dell 3 Year warranty package.
 2. One (1) Toshiba e-Studio 3515AC (or equal) Color All-in-one copy/scan/fax machine: 35PPM, Color/Mono, 3-tray up to 11"x17", capable of color printing and scanning up to 11"x17", with reversing auto documents feeder, stand, 50-sheet staple hanging finisher, bridge kit, fax board, hardwire and wireless network ready. Machine is to be leased and is to include service and supplies for duration of lease. Include all delivery, setup, printer drivers, software, networking connections, and removal upon termination of lease. Monthly maintenance of this machine, as required, shall be included (including all necessary toner cartridges and staples) for the life of the contract. Include all charges for quantity of copies. Assume 1700/B&W and 750/Color print/copies per month.
 3. Four (4) Computer Monitors, Dell P2722H, each including DisplayPort cable (DisplayPort to DisplayPort - 6ft) and USB 3.2 Gen 1 Upstream Cable. 3 years Advanced Exchange Service.

4. Two (2) Dell Multi-Device Wireless Keyboard and Mouse Combo KM7120W
5. Two (2) Docking Station - Dell Thunderbolt Dock WD22TB4, with 3 years Advanced Exchange Service
6. One (1) Apple - 10.9 Inch iPad with Wi-Fi 256 GB - Silver w/ Otterbox Defender Series Pro Tablet Case for Apply iPad – Black
7. One (1) 55" Samsung LED Smart TV
8. One (1) 55" TV wall mount, installed
9. Four (4) Rocketfish or Insignia 4k HDMI Cable (6')
10. One (1) HDMI Cable, 20ft long
11. Four (4) 6-Outlet, 120 volt, strip surge suppressors.
12. Four (4) Lexar JumpDrive TwistTurn USB 2.0 Flash Drive, 32 GB

6. Furniture/Supplies:

- a. **The Sitework Contractor** shall Provide and Maintain the following (*unless otherwise noted*, all items listed below are to be provided and turned over to the Owner at the completion of this project):
 1. One (1) Field constructed plan table, at least 10'-0" x 4'-0" wide with storage shelving underneath, constructed and placed as directed by CM.
 2. One (1) 78" H x 18" D x 36" W steel, lockable storage cabinet w/ shelf, constructed and placed as directed by CM.
 3. Three (3) New Hyken Technical Mesh Task Chairs, Black, (Staples) Model # 23481
 4. Two (2) New or excellent condition 60" x 34" desks with two (2) File drawers and one pencil drawer, constructed and placed as directed by CM.
 5. Five (5) 6ft folding tables
 6. Twenty (20) cushioned folding chairs.
 7. Two (2) 36" x 48" dry erase marker board with marker holding tray, installed as directed by CM
 8. One (1) new 48" x 96" dry erase marker board with marker holding tray, installed as directed by CM.
 9. One (1) 12 month, yearly reusable dry erase calendar poster
 10. One (1) 4 month dry erase calendar (H-5920)
 11. Five (5) Cases of 10 reams (8.5" x 11"), Two (2) Cases of 5 reams (11" x 17"), and One (1) Case of Legal (8.5" x 14") 20# weight paper, minimum 95 brightness.
 12. Two (2) each 25 count letter hanging file folders, two (2) boxes of 50 count manila letter file folders with reinforced tabs
 13. Four (4) three-ringed binder
 14. Ten (10) Memo Notepads (S-21131)
 15. Ten (10) Letter Notepads (S-21132)
 16. One (1) Office Scissor (H-1000)
 17. Four (4) SHARPIE S-Gel Pens - 12 Pack Blue/Black/Red Colors
 18. Two (2) SHARPIE Fine Point Permanent Markers - 12 Pack Assorted Colors
 19. Two (2) SHARPIE Ultra Fine Point Permanent Markers - 12 Pack Assorted Colors
 20. Two (2) SHARPIE Accent Highlighters - 12 Pack Assorted Colors
 21. Three (3) Sets of colored dry markers and Three (3) erasers.
 22. Ten (10) Sticky Notes Assorted Bright Colors - Pack of 5
 23. Two (2) each vinyl tape, colors blue, black, red, green, and yellow (S-10250)
 24. One (1) New 36"x24" Bulletin Board with a box of push pins.
 25. One (1) Wall Mounted Plan Holders mounted in the Turner Field Office. In addition, include (15) drawing hanging clamps. Remove at end of project.
 26. One (1) Heavy-duty stapler by GBC Gates model #224XHD. Include 500 staples to fit.
 27. One (1) 3-hole punch
 28. STAPLER SPEC
 29. Two (2) Boxes of BIC Round Stic Xtra Life Ballpoint Pens, Black Ink, 60 Quantity/Box
 30. Four (4) visitor hard hats with ratchet suspension,
 31. High visibility, Class II, mesh safety vest, lime green or yellow in the following quantities: (4) X-Large, (4) Large for visitors use.
 32. Twelve (12) Hexarmor safety glasses MX300 with CBR65 Tint.
 33. Twelve (12) Magid D-ROC GPD486 (4) size 8, (4) size 9, (4) size 11
 34. One (1) box (100 pair) ear plugs, min NRR27
 35. Two (2) Boxes of Optix 55 Eyeglass Cleaner Lens Wipes - 400 Count
 36. Four (4) Black 10 gal trash cans, two (2) blue recycle bins, five (5) boxes of 50 or more heavy duty garbage bags
 37. One (1) bulk box Clorox disinfecting wipes, One (1) push broom, one (1) dust pan.

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SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

PART 2 - PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 2. Have longer documented life span under normal use.
 - 3. Result in less construction waste.
- D. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- E. Cord and Plug: Provide minimum 6 foot (2 m) cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 ACCEPTABLE MANUFACTURERS

- A. Acceptable Manufacturers: The lists of manufacturers in the various sections are names of manufacturers believed to be capable of supplying one or more of the items specified in that section. The lists are not intended to limit competition, and products of other manufacturers may be submitted as equivalent products. The lists do not mean that every product of listed manufacturer is acceptable as meeting the specification requirements for quality.
- B. Products Specified by Performance, Reference Standards or Description Only: Use any product meeting those standards or description.
- C. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers listed and meeting all specifications, or an equivalent product. An equivalent product shall be defined as any product that meets all specified performance and aesthetic criteria but for which the manufacturer is not named. The Architect shall determine equivalency during the submittal review process.
- D. Substitutions: A substitution shall be defined as a product of a different composition but with similar performance characteristics. Example: the specifications call for a poured synthetic floor and the contractor proposes a rolled rubber floor in its place.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 - EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Substitutions will not be considered after Award of Contracts except as follows:
 - 1. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor because of strikes, lockouts, bankruptcies, or discontinuance of manufacturer.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
 - 6. Contractor requesting substitution shall bear any additional costs to all parties due to his substitution.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.

- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

Attachment.

SUBSTITUTION REQUEST



258 Genesee Street, Suite 300 · Utica, New York 13502
315.733.3344 · marchassoc.com

Contractor: _____

Address: _____

Phone: _____ Fax: _____

Date Requested: _____

Name of Project: **Lowville Academy & Central School, "Protecting Our Future" Capital Project**
MARCH Associates Project No: 2194

Central School []
Bus Garage []

REFERENCES:

SPEC. SECTION NO. _____ DRAWING NO(S): _____

PARAGRAPH _____ ROOM OR DET. NO(S): _____

This product is being proposed in lieu of _____
(NAME SPECIFIED PRODUCT)

PROPOSED SUBSTITUTION:

PRODUCT NAME: _____

MANUFACTURER: _____

ADDRESS: _____

- ACCEPTED
- NOT ACCEPTED
- BID AS EQUIVALENT – WILL REVIEW AS SUBMITTAL
- ACCEPTED AS NOTED
- RECEIVED TOO LATE

Reviewed By: _____ Date: _____

Architects Remarks: _____

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Work Specified Elsewhere:
1. Section 01 11 00 - Summary of Work.
- B. Cutting and patching covers adjustments to, and necessary reworking of, elements of construction in both new and existing work. The following definitions for cutting and patching apply to this Contract.
1. Cutting: Physical modification of construction work, both new and existing, or removal of existing or installed materials, including excavating and earthwork.
 2. Patching: Restoration or replacement and installation of construction material, both new and existing, including finishing, patching, excavations and compaction of backfilling. Each prime contractor is responsible for his own cutting and patching as required to perform his work.
- C. Execute cutting (including excavating), fitting or patching of work, required to:
1. Make several parts fit properly.
 2. Uncover work to provide for installation of ill-timed work.
 3. Remove and correct defective work.
 4. Remove and correct work not conforming to requirements of Contract Documents.
 5. Remove samples of installed work as specified for testing.
 6. Install specified work in existing construction.
 7. Remove existing construction.
 8. Provide equipment, labor and incidentals necessary for cutting and patching as required for the installation of work in existing walls, floors and ceilings. Patching must match adjacent material and finish.
- D. Coordination
1. Coordinate the installation of the Work to avoid cutting and patching in new construction.
- E. In addition to contract requirements, upon written instructions of the Construction Manager and/or Architect:
1. Uncover work to provide for Construction Manager and Architect's observation of covered work.
 2. Remove samples of installed materials for testing.
 3. Remove work to provide for alterations of existing work.
- F. Do not endanger work by cutting or altering work or any part of it.

1.02 SUBMITTALS

- A. Prior to cutting which affects structural safety of project, submit written notice to the Construction Manager and Architect requesting consent to proceed with cutting, including:
1. Identification of project.

2. Description of affected work.
 3. Necessity for cutting.
 4. Effect on other work, on structural integrity of project.
 5. Description of proposed work. Designate:
 - a. Scope of cutting and patching.
 - b. Contractor and trades to execute work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
 6. Alternatives to cutting and patching.
 7. Designation of party responsible for cost of cutting and patching.
- B. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendation to the Architect, including:
1. Conditions indicating change.
 2. Recommendations for alternative materials or methods.
 3. Submittals as required for substitutions.
- C. Submit written notice to the Construction Manager designating time work will be uncovered, to provide for observation.

1.03 PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective work, or work not conforming to Contract Documents, including costs for additional service of Construction Manager, Architect or Engineer will be paid for by the party responsible for ill-timed, rejected or non-conforming work.

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution as described in Section 01 60 00.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the contract locations.

- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting and patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.

G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Patching:

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

* * * * *

SECTION 01 74 01

CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Requirements Specified Elsewhere:
 - 1. Section 01 11 00 - Summary of Work.
- B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. Remove all overspray caused by construction operations from adjacent construction, surfaces and vehicles.

1.02 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with safety and insurance standards.
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

- D. At weekly intervals, and as required during progress of work, each contractor shall clean site and public properties. Additional cleaning may be required by the Construction Manager and performed at the Contractor's cost.
- E. Each Contractor shall provide containers for collection of waste materials, debris, and rubbish for use by their trades. Contractors are not to use Owner's bins or dumpster.

3.02 FINAL CLEANING

- A. Each Contractor shall:
 - 1. Execute final cleaning prior to Substantial Completion.
 - a. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
 - 2. Use cleaning materials that are nonhazardous.
 - 3. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
 - 4. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
 - 5. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 - 6. Clean filters of operating equipment.
 - 7. Clean debris from roofs, gutters, downspouts, and drainage systems.
 - 8. Clean site; sweep paved areas, rake clean landscaped surfaces.
 - 9. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
 - 10. Clean Owner-occupied areas of work.

3.03 RUBBISH REMOVAL

- A. Each contractor shall comply with all Local, State and Federal Laws, Codes and Requirements regarding recycling and trash or rubbish removal.

* * * * *

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Requirements Specified Elsewhere
 - 1. Section 01 29 00 - Applications for Payment.
 - 2. Section 01 74 01 - Cleaning.
 - 3. Section 01 78 39 - Project Record Documents.
 - 4. Section 01 10 00 – Special Provisions

1.02 SUBSTANTIAL COMPLETION

- A. Contractors
 - 1. Submit written notice to the Architect that Project, or designated portion of Project, is Substantially Complete.
 - 2. Include in the notice a list of major items still to be completed.
- B. Architect will make an inspection within seven (7) days after receipt of notice, together with Owner's Representative.
- C. Should Architect and Construction Manager consider that Work is substantially complete:
 - 1. Architect shall prepare and issue a Certificate of Substantial Completion, AIA G704, complete with signatures of Owner and Contractor, accompanied by a list of items to be completed or corrected.
 - 2. Construction Manager will provide Closeout checklist that will detail various closeout items including, but not limited to punch list completion, training manuals, attic stock turnover, warranty certificates, workmanship guarantee, etc. This checklist shall be utilized and completed by the Contractor and verified by the Construction Manager and Architect prior to final payment.
 - 3. Owner Occupancy of Project or Designated Portion of Project:
 - a. Contractor shall perform final cleaning in accordance with Section 01 74 01.
 - b. Owner will occupy Project, under provisions stated in Certificate of Substantial Completion.
 - 4. Contractor shall complete work listed for completion or correction within designated time.
- D. Should Architect and Construction Manager consider that Work is not substantially complete:
 - 1. Architect shall immediately notify Contractor, in writing, stating reasons.
 - 2. Contractor shall complete Work and send second written notice to the Architect, certifying that Project, or designated portion of Project, is Substantially Complete.
 - 3. Architect will reinspect Work.

1.03 FINAL INSPECTION

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Project is completed and is in compliance with Contract Documents.
 - 3. Equipment and systems have been tested in presence of Owner's Representative and are operational.
- B. The Architect will make final inspection within seven (7) days after receipt of certification.
- C. Should Architect consider that Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

- D. Should the Architect consider that Work is not finally complete:
 - 1. The Architect shall notify Contractor, in writing, stating reasons.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to the Architect certifying that Work is complete.
 - 3. The Architect will reinspect Work.

1.04 REINSPECTION COSTS

- A. Should the Architect be required to perform second inspections because of failure of the Work to comply with original certifications of the Contractor, the Owner will compensate the Architect or Engineer for additional services and deduct amount paid from final payment to Contractor.

1.05 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Section 01 78 39.
- B. Maintenance Materials: Conform to requirements of individual technical sections.
- C. Deliver evidence of compliance with requirements of governing authorities.
- D. Deliver Certificate of Insurance for Products and Completed Operations.
- E. Submit a notarized statement that only non-asbestos materials were installed on this project.
- F. Submit Contractor's written one year workmanship warranty from date of substantial completion.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.
- B. Contractor's Affidavit of Release of Liens: AIA G706A, with:
 - 1. Separate written releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
 - 2. Contractor's written release or waiver of lien upon payment to the Contractor pursuant to New York State Lien Law.
- C. Consent of Surety to Final Payment: AIA G707.
- D. Submittals shall be duly executed before delivery to the Architect.

1.07 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Architect and Construction Manager.
- B. Statement shall reflect all adjustments.
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Other Adjustments.
 - c. Deductions for Uncorrected Work.
 - d. Deductions for Reinspection Payments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous Payments.
 - 5. Sum remaining due.

- C. The Architect and Construction Manager will prepare a final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions. Refer to Section 01 29 00.

1.09 FINAL CERTIFICATION FOR PAYMENT

- A. The Architect will issue final certificate in accordance with provisions of the General Conditions.
- B. Should final completion be materially delayed through no fault of Contractor, the Architect may issue a Semi-Final Certificate for Payment, in accordance with provisions of General Conditions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

SECTION 01 78 23

OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 GENERAL

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Prepare operating and maintenance data as specified in this Section and as referenced in other sections of Specifications.
- C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.
- D. Related Requirements Specified in Other Sections
 - 1. Section 01 30 00 - Administrative Requirements.
 - 2. Section 01 78 00 - Closeout Submittals.
 - 3. Section 01 78 39 - Project Record Documents.

1.02 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Skilled as a technical writer to the extent required to communicate essential data.
 - 2. Skilled as a drafter competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Submit one (1) complete copy and (1) electronic copy (on a flash-drive) of Operating and Maintenance manual to the Architect 60 days prior to scheduled date of substantial completion. Partial or incomplete data will be rejected.
 - 1. Photocopy this section and include with submittal.
 - 2. Indicate on photocopy that each item has been included or is not applicable by marking corresponding bracket ([]).
- C. Format
 - 1. The operating and maintenance manuals shall consist of and will be reviewed for the following format and contents.
 - [] a. Binder
 - [] 1) Commercial quality, three-ring, plain black, vinyl binder free of vendor/contractor logos, etc.
 - [] 2) Cover and spine (binder) identification including:
 - [] a) Manual Title: "OPERATION AND MAINTENANCE MANUAL".
 - [] b) Owner.
 - [] c) Project title.
 - [] d) Owner's project number.
 - [] e) Year of construction.
 - [] f) Trade(s).
 - [] g) Volume number and total number of volumes (e.g. Volume 1 of 2).

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 - 1. Contractor, name of responsible principal, address and telephone number.
 - 2. List of each product required to be included, indexed to the content of each volume.
 - 3. List, with each product, the name, address and telephone number of:
 - a. Installer.
 - b. Local source of supply for parts and replacement.
 - 4. Identify each product by product name and other identifying symbols as described in Contract Documents.
- B. Product Data
 - 1. Include only those sheets which are pertinent to the specific product.
 - 2. Mark each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Delete references to inapplicable information.
- C. Drawings
 - 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 - 2. Coordinate drawings with Project Record Documents to assure correct illustration of completed installation.
 - 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in a consistent format under separate headings for different procedures.
 - 2. Provide a logical sequence of instructions for each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in the event of failure.
 - b. Instances which might affect the validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit one (1) complete copy in a manual and (1) electronic copy (on a flash-drive) in final form.
- [] B. Content, for Materials and Finishes
 - [] 1. Manufacturer's data, giving full information on products.
 - [] a. Catalog number, size, composition.
 - [] b. Cautions against cleaning agents and methods which are detrimental to the product.
 - [] c. Recommended schedule for cleaning and maintenance.
- [] C. Content, for Moisture-Protection and Weather-Exposed Products
 - [] 1. Manufacturer's data, giving full information on products.
 - [] a. Applicable standards.
 - [] b. Chemical composition.
 - [] c. Details of installation.
 - [] 2. Instructions for inspection, maintenance and repair.
- [] D. Additional Requirements for Maintenance Data: The respective section of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of complete manual in final form.
- B. Contents:
 - [] 1. Project title page (enclosed in clear transparent plastic sleeve) to match cover identification with at least 1/3 page blank for review stamp and comments.
 - [] 2. Project directory page (enclosed in a clear transparent plastic sleeve) including name, address, and telephone number of:
 - [] a. Owner.
 - [] b. Architect.
 - [] c. Engineer.
 - [] d. Construction Manager.
 - [] e. Subcontractor(s).
 - [] 3. Table of contents (enclosed in a clear transparent plastic sleeve) arranged to follow Specifications order (with format as listed below):
 - [] a. Warranty letter.
 - [] b. Lubrication summary.
 - [] c. Scheduled maintenance summary.
 - [] d. Valve charts.
 - [] e. Replacement filter media and size summary.
 - [] f. Summary of maintenance and replacement part suppliers.
 - [] g. Recommended spare parts list including equipment name and part number.
 - [] h. Letters of certification for required system tests.
 - [] i. Include on table of contents the following information for each project:

Spec. Section <u>Number</u>	<u>Equipment Description</u>	<u>Supplying Company</u>	<u>Local Representative</u>	<u>Telephone Number</u>
235216	Boilers	Acme Co.	John Doe	555-1212
 - [] 4. Product data for all materials and equipment required under paragraph title "Shop Drawings," including:
 - [] a. Approved copies of all submittals.
 - [] b. Material Safety Data Sheets (MSDS) for:
 - [] 1). Insulations, facings, and adhesives.
 - [] 2). Firestopping.
 - [] 3). Chemical treatment chemicals.
 - [] 4). Duct sealants.
 - [] c. Installation, operating and maintenance instructions.
 - [] d. Wiring diagrams.
 - [] e. Warranties.
 - [] 5. Product identification.
 - [] a. Provide indexed card stock dividers between each submittal group.
 - [] b. Arrange in an order corresponding to the original Project's Specifications.
 - [] c. Where catalogued data covers more than one item, highlight applicable sections and identify corresponding equipment as marked on Drawings.
 - [] d. Instructions shall include:
 - [] 1). Time schedule for maintenance work (list each item of mechanical equipment requiring inspection, lubrication, or service) and description of the performance of such maintenance.

- 2). List of types of bearings for each piece of equipment with the type of lubricant required and frequency of lubrication.
 - 3). Sequence of operating and/or flow diagrams for each of the systems, including emergency procedures.
 - 4). Normal starting, operating, and shutdown procedures.
- C. Content, for each Electronic System, as Appropriate
 - 1. Description of System and Component Parts
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - 2. Circuit Directories of Panelboards
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 - 3. As-installed color-coded wiring diagrams.
 - 4. Operating procedures.
 - a. Routine and normal operating instruction.
 - b. Sequences required.
 - c. Special operating instruction.
 - 5. Maintenance Procedures
 - a. Routine operations.
 - b. Guide to "troubleshooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 - 6. Manufacturer's printed operating and maintenance instructions.
 - 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional Requirements for Operating and Maintenance Data: The respective sections of Specifications.

1.07 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of products, equipment and systems. Minimum of 4 working hours. Notify Owner's personnel in advance to schedule training.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - 1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.
- C. Upon completion of instruction, obtain from the Owner, in writing, that his authorized personnel have been given operating and maintenance instruction for maintenance of products, equipment and systems installed on this project.

- D. Render additional instruction necessary for the operation of heating, ventilating and air conditioning systems during the first heating and cooling season after acceptance.
- E. Provide plexiglass-covered and framed copies of valve tagging chart and lubrication summary chart for mounting as directed by the Construction Manager.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Requirements Specified Elsewhere
 - 1. Section 01 30 00 - Administrative Requirements.

1.02 MAINTENANCE OF DOCUMENTS

- A. Maintain, at job site, one (1) copy of:
 - 1. Contract Drawings
 - 2. Project Manual
 - 3. Addenda
 - 4. Approved Shop Drawings, Product Data and Samples
 - 5. Supplemental Instructions
 - 6. Change Orders
 - 7. Other Modifications to Contract
 - 8. Field Test Records
 - 9. Correspondence File
- B. Store documents in approved locations, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Maintain documents in clean, dry, legible condition.
- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by Architect and Owner.
- G. File documents in accordance with Table of Contents of the Project Manual.

1.03 MARKING DEVICES

- A. Provide felt marking pen for marking, conforming to following color code:
 - 1. Red for Sitework and General Construction Work.
 - 2. Green for Plumbing and Mechanical Construction Work.
 - 3. Blue for Electrical Construction Work.
 - 4. Black for all other written notations.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in 2 inch high printed letters.
- B. Keep record documents current.
- C. Contract Drawings
 - 1. Legibly mark to record actual construction:
 - a. Field changes of dimension and detail.
 - b. Changes made by Supplemental Instructions or Change Order.
 - c. Details not on original Contract Drawings.
- D. Specifications and Addenda
 - 1. Legibly mark-up each section to record:

- a. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - b. Changes made by Supplemental Instructions or Change Order.
 - c. Other matters not originally specified.
- E. Shop Drawings, Product Data, and Samples: Maintain as record documents. Legibly mark-up approved submittals to show changes made after review.

1.05 SUBMITTAL

- A. At the completion of project, deliver record documents to the Architect, Construction Manager, and Owner.
- B. Submit two (2) set of "Project Record Documents" (Contract documents, Bonds, insurance certificates, list of subcontractors/vendors used and their contact information, submittals, sketches, executed payment applications, allowance disbursements, change orders, O&M Manuals, SDS Sheets, Photos etc.), including Warranties, in a three-ring binder; (2) set of record drawings; and (2) thumb/hard drives, containing pdf files of the Project Record Documents and Record Drawings. Clearly label the Binder, Drawings and Thumb/Hard Drive: "Lowville ACS, Capital Project - Record Documents", along with the Contractors name, discipline, date, and MARCH Project No. 2194.

Please Note: Detailed and hyperlinked table of contents or index will be required to be included for both hard copies and electronic copies of project record document binder.

- C. Accompany submittal with transmittal letter, in duplicate containing:
- 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Certification that each document as submitted is complete and accurate.
 - 6. Signature of Contractor, or his authorized representative.
- D. In addition to delivering hard copies as listed above, Contractor shall upload **ALL** the above mentioned documents onto the Procore Documents tool.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 02 82 00

REMOVAL AND DISPOSAL OF ASBESTOS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish all labor, materials, licenses, facilities, equipment, services, employee training and testing, permits and agreements necessary to perform the work required for asbestos removal, encapsulation and enclosure in accordance with these specifications, the latest regulations from the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the State of New York, the recommendations of the National Institute of Occupational Safety and Health (NIOSH), Standard 241 of the National Fire Protection Association (NFPA) and any other applicable federal, state, and local government regulations.
- B. The work specified herein shall be performed by competent persons trained, knowledgeable and qualified in state-of-the art techniques of asbestos abatement, handling, and the subsequent cleaning of contaminated areas.
- C. Whenever there is a conflict or overlap of the above references or within this specification, the most stringent provision shall apply.

1.02 SCOPE OF WORK

- A. The work covered by this section includes the removal and disposal of asbestos containing and asbestos contaminated material(s).
- B. Refer to Contract Drawings for locations and conditions affecting asbestos removals.
- C. Contractor must satisfy himself as to quantities and conditions, and base his bid accordingly. Minor variations ($\pm 10\%$) from totals listed above shall have no impact on contract price or schedule. For the purpose of bidding, the contractor shall provide a bid that includes all labor, expenses, fees, insurance, bonding, disposal, overhead and profit to complete the removal and disposal of materials specified herein.
- D. All asbestos containing materials within the contract limits must be removed and disposed unless specifically excluded in these specifications or on the drawings. Types and quantities of asbestos containing materials are indicated in the material schedules. Material quantities within concealed spaces have been estimated and incorporated into the quantities presented. The contractor shall be responsible for removal and disposal of any and all asbestos containing materials excluded in these contract documents that are consequentially damaged as a result of the contractor's activities. Contractor shall bear all consequential costs incurred to the owner as a result of these activities (i.e. air sampling, etc.) Those

materials shall be removed and disposed of as asbestos at no additional cost to the owner.

- E. Phasing and sequence of completion shall be coordinated with other work as indicated in project schedules. In each instance, the contractor shall be responsible for the completion of the necessary removals, work area boundary and type (i.e. full containment, glovebag, large project, small project, etc.) as indicated on the drawings and compliance with appropriate federal, state, local regulations and project specific or applicable variances to ICR-56. Additionally, Contractors shall be aware of the requirements identified on the contract drawings relating to the server rack present in Room 229A, and the disconnection, removal, and reinstallation of unit ventilators in classrooms for VAT and mastic removals.
- F. Drawings and specification have been prepared according to the provisions of NYSDOL Industrial Code Rule 56, as effective September 5, 2006. Any subsequent changes to regulations, following the date on the contract drawings, shall be incorporated into the project at no additional cost to the Owner.

GENERAL REQUIREMENTS

The following general requirements apply for the project except where noted otherwise. These shall include, but not be limited to the following:

- Worker training, respiratory protection, and medical examinations.
- Construct worker decontamination enclosure and establish negative air pressure differentials in work area(s) prior to work area preparation. Coordinate location for units with Owner.
- Preparation of work areas including: pre-cleaning, erection of temporary isolation barriers, containment and establishing negative pressure within the work area.
- Construction of worker and equipment decontamination enclosure systems.
- Provision of hot and cold running water for shower in personnel decontamination enclosure system.
- Isolation of all mechanical services in the affected work areas.
- Provision of temporary lighting and power to work areas including installation of ground fault interrupters.
- Provision of building security in coordination with owner/owner's representative.
- Provision of site security to assure that no member of the public is able to gain access to the asbestos work area at any time.
- Provision of emergency evacuation plan.
- Provision for shower wastewater disposal.
- EPA/NYSDOL accredited asbestos abatement supervisor on site during all abatement activities.
- Removal and disposal of asbestos containing and asbestos contaminated materials (ACM) located in the referenced areas.
- Packing, labeling, transportation and disposal of contaminated material.
- Decontamination of work area(s) for final clearance air sampling.

- Replace, repair and paint any surface disturbed by this work to original conditions including replacement or repair of any mechanical or electrical systems disturbed during contractor activities.
- Conformance with the owner's policies and procedures regarding work on their property.

1.03 ABATEMENT SCHEDULES AND RELATED WORK

- A. During the progress of the work, other contractors may be engaged in performing work. The contractor shall coordinate his work with the work of other contractors in such a manner as the owner or owner's representative may direct. Contractor shall provide sufficient staff to complete all work in the allowed time period.
- B. If the owner/owner's representative determines that the contractor is failing to coordinate with the work of other contractors as directed:
1. The owner shall have the right to withhold any payments due under the contract until the owner/owner's representative's directions are complied with by the contractor; and
 2. The contractor shall defend, indemnify, and hold the owner/owner's representative/environmental consultant harmless from any and all claims, judgments, or damages, and from any costs or damages to which the owner or his representatives may be subjected or which they may suffer or incur by reason of the contractor's failure to promptly comply with directions.
- C. The owner/owner's representative cannot guarantee the responsibility, efficiency, operations or performance of any contractor. The contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of other contractors and delays attendant upon any construction schedule approved by the owner or his representatives and the owner or his representatives shall not incur any liability by reason of any delay.
- D. The contractor shall complete all asbestos work within the accepted schedule. The contractor shall provide staffing as necessary to complete the scope of work awarded by the owner. This shall include working Monday through Friday. Work on weekends, holidays, or multiple shifts shall be requested to and approved by the architect. Contractor's bid shall be inclusive of these costs. This project shall be completed in phases as determined by the project schedule.

1.04 PRE-BID MEETING

- A. Bidders shall attend a pre-bid meeting. Refer to the Notice to Bidders for the designated time and place. Attendance at this meeting by the bidders or his qualified representative will be recorded.
- B. At the time of bid opening, each bidder shall acknowledge that he has investigated and satisfied himself as to: 1) the conditions affecting the scope of work, including but not limited to, physical conditions of the site which may bear

upon site access, handling and storage of tools and materials, access to water, electric or other utilities which affect performance of the required activities, 2) the character and quantity of all materials and obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the owner or his representative, as well as information presented in drawings and specifications included with this contract. The owner is not responsible for any conclusions or interpretations made by the contractor on the basis of the information made available by the owner or his representative.

1.05 BIDDER EVALUATION

- A. The owner and his representatives may make such investigation as deemed necessary to determine the qualifications and ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids shall not be accepted.

1.06 DEFINITIONS

- A. The following definitions apply throughout the Contract Documents:
1. Aggressive Sampling - an air sampling technique whereby air samples are collected while fans or air circulating devices are operated in a work area.
 2. AIHA - The American Industrial Hygiene Association.
 3. Airlock - a system consisting of two curtained doorways for permitting ingress or egress without permitting air movement between any two adjacent areas.
 4. Air Monitoring - The process of measuring the fiber content of a specific volume of air in a stated period of time.
 5. Amended Water - water to which a surfactant is added.
 6. Area Air Sampling - any form of air sampling or monitoring where the sampling device is placed at a stationary location.
 7. Asbestos Board - A sheet of fire-resistant material made from asbestos fiber and portland cement.
 8. Asbestos Containing Material - (ACM) Any material containing more than 1% asbestos by weight.
 9. Asbestos Handler - an EPA/NYSDOL certified person who removes, encapsulates, or encloses asbestos containing material or who disturbs friable asbestos.
 10. Asbestos Handling Certificate - a certificate issued by the New York State Commissioner of Labor to a person who has satisfactorily completed an approved asbestos safety program.
 11. Asbestos Handling License - a license issued by the New York State Commissioner of Labor pursuant to the provisions of Part 56, Title 12, NYCRR to a contractor engaged in the installation, removal, application,

- enclosure or encapsulation of asbestos or asbestos containing material or the disturbance of friable asbestos.
12. Asbestos Project - work undertaken by a licensed contractor which involves the removal, encapsulation, or enclosure of asbestos containing material, or the disturbance of friable asbestos.
 13. Asbestos Removal/Abatement Operations - all herein specified procedures pertaining to the removal and disposal of asbestos containing materials.
 14. Asbestos Work Area - a work space as indicated in the contract drawings within which all ACM is being removed.
 15. Authorized Visitor - a representative of the building owner, or a representative of any regulatory or other agency having jurisdiction over the project.
 16. Background Level Monitoring - determine airborne asbestos fiber concentrations prior to starting an asbestos project.
 17. Building Owner - the person or agency in whom legal title to the premises is vested.
 18. Clean Equipment Room - a room between the holding room and non-work area which is part of the equipment/waste decontamination enclosure system.
 19. Clean Room - an uncontaminated room which is part of the personnel decontamination enclosure system.
 20. Critical Barrier - a unit of temporary construction which provides separation of an asbestos work area and an adjacent space.
 21. Curtained Doorway - a device which is constructed of three overlapping sheets of 6-mil polyethylene sheeting over an existing or temporarily framed doorway.
 22. Differential Air Pressure System - a portable, powered HEPA-filtered system used to exhaust air from the work area to outside the building.
 23. Encapsulant - a liquid material which can be applied to asbestos containing material and which controls the release of asbestos fibers from the material.
 24. Encapsulation - to coat asbestos containing material or asbestos contaminated surfaces with an encapsulant.
 25. Enclosure - The construction of airtight walls, ceiling and floors between the asbestos containing material and the facility environment.
 26. Environmental Consultant - technical representative of Building Owner.
 27. Equipment/Waste Decontamination Enclosure System - a decontamination system for materials and equipment consisting of a designated location of the work area for a washroom, and holding room separated from the work area and from each other by two airlocks.
 28. Equipment Room - a room which is part of the personnel decontamination enclosure system.
 29. Final Clearance Level - the airborne asbestos level will be considered acceptable upon meeting the criteria specified by NYS ICR-56 and EPA AHERA regulations.
 30. Fixed Object - a unit of equipment or furniture in the work area which cannot be removed from the work area.
 31. Friable - that condition of asbestos containing materials capable of being crumbled, pulverized, crushed, or reduced to powder by hand pressure.

32. Glove Bag Technique - a method for removing asbestos containing material
33. Grade D Air - Breathing air which has between 19.5 - 23 oxygen, no more than 5 mg/m³ of condensed hydrocarbons, no more than 20 ppm of carbon monoxide, no pronounced odor, and a maximum of 1000 ppm carbon dioxide.
34. Ground Fault Circuit Interrupter - A circuit breaker that is sensitive to very low levels of current leakage from a fault in an electrical system.
35. HEPA Filter - a high efficiency particulate air (HEPA) filter which has a tested and documented efficiency for trapping and retaining a minimum of 99.97 .
36. HEPA Vacuum Equipment - vacuuming equipment with a HEPA filtration system capable of collecting and retaining asbestos fibers.
37. Holding Room - a room between the washroom and non-contaminated area.
38. Large Asbestos Project - an asbestos project involving 160 square feet or more of asbestos or asbestos containing material or 260 linear feet or more of asbestos.
39. Minor Asbestos Project - an asbestos project involving ten square feet or less of asbestos or asbestos containing material, or twenty-five linear feet or less of asbestos.
40. Movable Object - a unit of equipment or furniture in the work area which can be removed from the work area.
41. Negative Pressure - An atmosphere created in a work area enclosure such that airborne fibers will tend to be drawn through the filtration system rather than leak out into the surrounding areas. The air pressure inside the work area is less than that outside the work area.
42. Personal Air Monitoring - A method used to determine an individual's exposure to airborne fibers.
43. Personnel Decontamination Enclosure System - a decontamination system for workers.
44. Plasticize - to cover floors, walls, ceilings and other surfaces with two layers of 6-mil fire retardant polyethylene sheeting as herein specified, unless otherwise specified herein or by specific variance.
45. Pre-cleaning - the process of cleaning all non-contaminated objects, ceilings, wall and floors of a proposed work area before abatement work commences.
46. PCM-Clearance Level - a maximum total fiber concentration achieved under aggressive sampling conditions less than 0.01(f/cc) in accordance with NIOSH Method 7400.
47. Shower Room - a room between the clean room and the equipment room in the worker decontamination enclosure system equipped with a shower with hot and cold or warm running water.
48. Small Asbestos Project - an asbestos project involving more than ten and less than 160 square feet of asbestos or asbestos containing material or more than twenty-five and less than 260 linear feet of asbestos.
49. T.S.I. - Thermal System Insulation
50. Visible Emissions - any emissions of particulate material or potentially contaminated liquid that can be seen without the aid of instruments.

51. Washroom - a room between the work area and holding area in the equipment/waste decontamination enclosure system. The washroom is separated from the work area and holding area by two air locks.
52. Wet Cleaning - the process of eliminating asbestos and particulate contamination from surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with amended water.
53. Work Area - designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken.

1.07 ASBESTOS HAZARD

- A. Asbestos containing material when damaged or disturbed is friable. Wet methods are a primary means of controlling fiber release.
- B. Strict compliance with each of the provisions outlined in these specifications for the removal and handling of asbestos containing material is of great importance, because:
 1. The inhalation of airborne asbestos fibers can cause very serious and often fatal disease.
 2. Workers may not be aware they are inhaling asbestos fibers.
 3. Symptoms of the disease do not appear for many years.
 4. Only the Contractor and his employees can prevent, the inhalation of asbestos fibers and the development of asbestos related disease.

1.08 REGULATIONS

- A. The Contractor shall comply with applicable federal, state, municipal, and local regulations including but not limited to:
 1. Title 29, Code of Federal Regulations, Part 1926.1101, OSHA, U.S. Department of Labor.
 2. Title 40, Code of Federal Regulations, Part 61, Sub-parts A and M, National Emission Standards for Hazardous Air Pollutants, (EPA).
 3. Code Rule 56, Title 12, New York State Department of Labor
 4. Title 40, Code of Federal Regulations, Part 763, Asbestos Containing Material in Schools (ASHERA), (EPA).
 5. NYS DEC Title 6 Part 364, Waste Transporter Permits.
 6. NYS DOH Title 10 Part 73, Asbestos Safety Training Program Requirements.
- B. Post all applicable regulations in a conspicuous place at the job site. Assure that the regulations are not altered, defaced or covered by other materials.

1.09 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referenced in text by basic designation only.

- A. Environmental Protection Agency (EPA):

Regulations for Asbestos (Code of Federal Regulations Title 40, Part 61).

Guidance for Controlling Friable Asbestos Containing Materials in Buildings, EPA 560/5-85-024.

Asbestos Waste Management Guidance, EPA/530-SW-85-007.

B. Occupational Safety and Health Administration (OSHA):

Asbestos Regulations (Code of Federal Regulations Title 29, Part 1926, Subpart D, Section 1926.1101 including Appendices.

C. National Institute for Occupational Safety and Health (NIOSH):

A Guide to Respiratory Protection for the Asbestos Abatement Industry under NIOSH IA 85-06 and EPA DW 75932235-01-1.

Respiratory Protection [A Guide for the Employee]

Respirator Decision Logic, DHHS (NIOSH) Publication No. 87-108"

D. American National Standards Institute (ANSI):

Z86.1-1973 Commodity Specification for Air.

E. New York State Department of Labor, New York Code Rules and Regulations, Part 56, Title 12.

F. U.S. Environmental Protection Agency - Asbestos Containing Materials in Schools: Final Rule and Notice Title 40 CFR Part 763.

G. Article 9-A - New York State Education Law - School Asbestos Safety Act

1.10 PATENT NOTICE

- A. Techniques, procedures and equipment required by these specifications may be covered by one or more U.S. and/or foreign patents. It is the sole responsibility of the Contractor to determine what, if any, patents are applicable and to meet the requirements of the patent owner regarding the use of these patents.

1.11 PERSONNEL PROTECTION

- A. Prior to commencement of work, the workers shall be instructed by the contractor in the areas described in Section 1.12 "Submittals and Notices."
- B. Worker Protection - The Contractor shall comply with OSHA 29 CFR 1926.1101(h) (Respiratory Protection) and the US EPA Guidance Document, a Guide to Respiratory Protection for the Asbestos Industry under NIOSH IA 85-06 and EPA DW 75932235-01-1.

- C. The 8-hour time weighted average (TWA) airborne concentration of total fibers to which any employee is exposed shall not exceed 0.1(f/cc).
- D. Because there is no known safe level of exposure to asbestos, it is prudent to reduce worker's exposures to as low a level as possible.
- E. Visitor Clothing - The contractor shall provide authorized visitors with suitable respirator, cartridges, protective clothing, gloves, headgear, eye protection, and footwear as described herein.
- F. Decontamination and Work Procedures to be followed by workers shall be posted in the equipment room and the clean room.
- G. Work Area Entry and Exit Procedures as identified in applicable federal, state, or local regulations shall be followed.

1.12 SUBMITTALS AND NOTIFICATIONS

- A. Approval by the Owner is required of the experience of the Asbestos Abatement Contractor and will be based upon submission at the time of bidding by Contractor evidence of the following:
 - 1. Contractor's NYSDOL Asbestos License.
 - 2. Skills and experience with all phases of abatement work as evidenced through participation in at least five (5) asbestos abatement projects of comparable complexity with this project. Include names and phone numbers of references, including project monitoring firm representative.
 - 3. The Contractor shall submit a notarized statement signed by an officer of the company, identifying any citations, penalties, orders to comply, notices of deficiency, or notices of violations issued by Federal, State, or Local regulatory agencies relating to asbestos abatement activity. Include projects, dates and resolutions.
 - 4. Contractor shall provide a statement identifying all contractual claims; pending or ongoing litigation related to asbestos removal projects. Include instances of contract termination for cause.
- B. Prior to commencement of work, the contractor shall submit the following documents to the Environmental Consultant. The documents shall be provided to the Environmental Consultant and/or the Building Owner at least 10 days prior to the pre-construction meeting. No work will be allowed to start until these documents have been reviewed. The owner reserves the right to disqualify the Contractor based on his submittals.
 - 1. Abatement work plan, including the following:
 - a. Phase area sequencing and timetable
 - b. Size, length and number of work shifts per day/per week.
 - c. Mobilization Schedule

- d. Use of applicable variances or approved specific variances obtained by the contractor.
 - e. Location of anticipated staging areas. Final locations will be coordinated with the building owner/owner's representative.
2. Satisfactory proof that written notification has been provided to the EPA regional office with jurisdiction over the project area in accordance with Title 40 CFR Part 61 sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, U.S. EPA; and the New York State Department of Labor in accordance with Part 56, Title 12 of the New York Code of Rules and Regulations.
 3. Proof that all required permits including New York State Department of Environmental Conservation waste transporter permits, disposal site locations, and arrangements for transportation and disposal of asbestos contaminated materials, supplies and the like have been obtained.
 4. A written description and plan of an emergency alarm system which would alert workers in the work area to fire or other emergency situation.
 5. Documentation certifying that all employees have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. As a minimum, medical exams must be consistent with requirements in OSHA regulation 1926.1101.
 6. Provide copies of valid Asbestos Handling Certificates for all personnel demonstrating compliance with Code Rule Part 56, Title 12 of the New York State Department of Labor. Provide copies of NYSDOH Form DOH-2832 as evidence of compliance with EPA MAP. Individuals whose Initial or Refresher training has expired shall not be permitted to work on the project.
 7. Written approval and/or permits, as necessary, from the local sanitary district office for the discharging of wastewater into the sanitary sewer system. Documentation must be submitted if permits are not required. Contractor shall be responsible for compliance.
 8. A written Hazard Communication Program that complies with the OSHA regulation 29 CFR 1910.1200. Material Safety Data Sheets (OSHA form 174 or equivalent) for all chemicals used during work performed under this section.
 9. A written description of plans for providing temporary power.
 10. A copy of the form(s) used by the contractor for maintenance of waste shipment records in compliance with EPA NESHAPS regulations.
 11. Manufacturers' certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to HEPA filtration requirements.
 12. Manufacturers certification for all materials used in the abatement project meet the requirements of these specifications (as applicable).
- C. The Contractor and the Owner/owner's representative shall agree in writing on the condition of the building and fixtures by means of a site tour prior to commencement of the work.

- D. The Contractor shall provide written notification to Owner's representative of his intent to start work at least 10 days in advance. In no case will the Contractor start work until authorization to proceed is received.

1.13 AIR MONITORING

- A. Air monitoring will be completed by the Project Monitor/Environmental Consultant.
- B. The project monitoring firm will collect air samples in accordance with the New York State Department of Labor Industrial Code Rule 56 and EPA AHERA requirements.
- C. Air monitoring results generated by the project monitoring firm shall not be used by the contractor to represent compliance with regulatory agency requirements for monitoring of worker's exposure to airborne asbestos.

1.14 ENVIRONMENTAL CONSULTANT

- A. An environmental consultant will be employed to advise the building owner in matters pertaining to the work performed in accordance with these specifications and requirements.
- B. The site representative of the environmental consultant is authorized by the owner to have free access to all asbestos work areas, to assist in interpretation of procedures, and to advise on provisions of the Contract Documents pertaining to the control of asbestos.
- C. Site representatives of the environmental consultant may stop the asbestos abatement contractor's work if in the course of performing their monitoring duties, they observe an instance of non-conformance with the contract documents and/or a situation presenting a health hazard to workers or owner employees. Work shall not resume until corrective measures have been carried out.
- D. Any stop work orders issued by the owner or the environmental consultant pursuant to the above provisions will not be grounds for claims to be made by the contractor for damages caused by the associated delay nor will it extend the contract completion date.
- E. The environmental consultant will act as the owner's liaison in technical matters involving the asbestos-related work.
- F. The environmental consultant will perform air sampling in accordance with ICR-56 requirements during the project. The contractor shall cooperate fully with the consultant and ensure the cooperation of his workers during collection of air samples and work area inspections.
- G. The Environmental Consultant's role in advising the Building Owner on environmental health matters does not relieve the Contractor's obligation to

comply with all applicable health and safety regulations promulgated by the federal, state, and local governments.

- H. When visual inspections or air monitoring are specified, the contractor shall notify the owner and the environmental consultant forty-eight hours in advance of the day and time when the contractor will be ready for such inspections or monitoring.

1.15 LICENSING AND CERTIFICATION

- A. The contractor must hold a current, valid asbestos handling license issued by the Commissioner of Labor.
- B. A copy of a valid asbestos contractor license shall be submitted with the bid.
- C. A copy of the contractor's license shall be conspicuously displayed proximate to but outside the work area during the duration of the project.
- D. The contractor shall permit only those persons who hold valid asbestos handling certificates to engage in work on this project.

1.16 WORK AREA INSPECTIONS

- A. The contractor shall request an inspection in writing to the environmental consultant/project monitor at least 48 hours in advance of the time the inspection is required. The contractor supervisor must conduct a thorough inspection of work area prior to requesting review by environmental consultant.
 - 1. Work Area Preparation Inspection
 - a. After preparation of the work area and decontamination enclosure system(s), the project monitor shall conduct an inspection to review completeness of work and preparation as per the specification requirements.
 - b. No abatement operations shall commence without the approval of the project monitor following a work area preparation inspection.
 - 2. First Clean Inspection
 - a. The environmental consultant shall conduct an inspection of all surfaces to verify the asbestos containing material has been removed and all surfaces in the work area have been wet cleaned using rags, mops, and sponges in accordance with ICR-56. Acceptability of this condition will be determined by the environmental consultant during the inspection.
 - 3. Final Visual Inspection
 - a. After completion of the abatement operations, the environmental consultant shall inspect the work area to verify cleanliness of the

area. Inspection will be completed following their abatement and cleaning as defined by the ICR-56. The work area and equipment must be free of all visible asbestos containing material, debris, dust and water.

1.17 NOTICE AND RECORDKEEPING

- A. The contractor shall maintain for at least thirty (30) years, a record of each asbestos project in which the Contractor engages. Such record shall include the following information: the name, address, and social security number of the person who shall supervise the asbestos project; the amount of asbestos or asbestos containing material that was installed, removed, enclosed, applied, encapsulated, or disturbed; the starting and completion date of the asbestos project; the name and address of the deposit or waste disposal site or sites where the asbestos waste material was deposited or disposed of; the name and address of any sites that were used for the interim storage of asbestos or asbestos waste materials prior to final deposit or disposal; the name and address of any transporters that were used to transport asbestos waste material; the name, address and social security number of all persons who were engaged in the asbestos project.
- B. The contractor will provide a complete copy of the New York State required record of the project to the owner at the completion of the project.

1.18 DOCUMENTATION OF EXISTING CONDITIONS

- A. Before any site work begins, the contractor shall conduct a space by space inspection with a representative of the building owner, and prepare a written inventory of all existing damage in those spaces which may be impacted by the contractors work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Deliver all materials in original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
- B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
- C. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated shall be disposed of in accordance with applicable regulations.
- D. Polyethylene flame retardant sheet, of six mil thickness shall be used unless otherwise specified. Polyethylene sheeting shall be sized to minimize the number of joints.

- E. Wherever framing and sheathing materials are necessary, the contractor shall provide minimum, 3/8" plywood, and metal or wooden 2" x 4" wall studs unless otherwise specified.
- F. Waterproof tape shall be capable of sealing joints of adjacent sheet of polyethylene and for use in attachment of polyethylene sheet to finished or unfinished surfaces of similar materials and shall be capable of adhering under dry and wet conditions, including use of amended water.
- G. Sealable polyethylene bags of 6 mil minimum thickness shall be used. Bags shall be sized to fit within drums specified below.
- H. Sealable drums, if required, of 30 to 55 gallon capacity shall be of fiber or metal with tightly fitting lids. The drums and bags shall be labeled in accordance with OSHA or U.S. EPA requirements and shall be air and water tight.
- I. Glove bags, in necessary, shall be six (6) mil clear polyethylene, minimum size of 43" x 63", approved and labeled for removal and containment of asbestos containing material.
- J. Provide spray adhesive for sealing polyethylene to polyethylene.
- K. Provide protective devices such as, but not limited to, disposable clothing, respirators, gloves, hard hats, etc.
- L. Wetting agent shall be a mixture of 50:50 polyoxyethylene ether and polyoxyethylene ester or equivalent commercially available product. Wetting agent shall be of low toxicity, non-carcinogenic and shall not be an eye, respiratory system or skin irritant.

2.02 ENCAPSULANT AND SEALANTS

- A. Where usage is applicable, encapsulant materials shall be a bridging and penetrating type with the following characteristics:
 - 1. Encapsulant shall adhere to the substrate.
 - 2. Encapsulant shall not be solvent-based or utilize a hydrocarbon in the liquid in which the solid parts of the encapsulant are suspended.
 - 3. Encapsulant shall not be flammable.
 - 4. Encapsulant shall be compatible with the anticipated asbestos replacement product.
- B. A non-hardening lagging sealer for enclosing and sealing raw exposed edges and surfaces of asbestos containing materials.
- C. Fire Resistance Sealants shall be compatible with concrete, metals, wood, cable jacketing, etc. Sealant shall prevent fire, smoke, water and toxic fumes from penetrating through sealants. Sealants shall have a flame spread, smoke and fuel contribution of zero, and shall be ASTM and UL rated for 3 hours for standard method of fire test for fire-stop systems.

- D. Noncombustible expanding foam shall be used to seal penetrations in work areas unless otherwise specified.

2.03 TOOLS AND EQUIPMENT

- A. Provide suitable tools for removal of asbestos containing materials. Wire brushes and pressure washers shall not be used as a means of removing or cleaning asbestos containing materials from surfaces.
- B. Provide sufficient number of HEPA-filtered vacuum cleaners equipped with wet pick-up adapters, steel floor wands, crevice tools, and carpet tools.
- C. Airless sprayers capable of spraying amended water shall be provided in sufficient number to allow continuous uninterrupted work.
- D. All air filtration devices shall utilize high efficiency particulate absolute (HEPA) filtration systems.
- E. Transportation Equipment: Transportation equipment, as required, shall be suitable for loading, temporary storage, and unloading of contaminated waste without exposure to persons or property, and shall be quite in motion if used within the building.
- F. Wastewater filtering system shall be a series of filters with decreasing rated pore size ending with a 5-micron filter(s). Filter media shall be of the disposable cartridge type and will be disposed of as ACM waste.
- G. Power tools used to drill, cut, saw or otherwise disturb asbestos containing materials shall be equipped with HEPA filtered local exhaust ventilation.
- H. Ladders and/or Scaffolds for Work Performance and Visitors: The contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached. All scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.

PART 3 EXECUTION

3.01 UTILITIES

- A. In coordination with owner/owner's representative, ensure that all electrical power terminating in the work area, including but not limited to outlets and lights, are disconnected and cannot be re-energized during the course of the work. Ensure that all power lines which transit the work area and are necessary for the continued operation of services in areas outside the work area are identified, labeled and protected adequately in order not to pose a hazard to workers during the course of work.

- B. Provide temporary power and lighting as necessary, and ensure safe installation of temporary sources and equipment per applicable electrical code requirements. Provide waterproof safety lighting and incorporate ground fault interrupter circuits at power sources of all electrical equipment. It is the responsibility of the contractor to verify the available sources of electrical power within the facility. Temporary power, for each asbestos work area, shall be sufficient for the contractor's needs as well as the required air sampling equipment of the Environmental Consultant.
- C. A location for water service will be made available by the owner. The contractor shall secure and maintain all hoses and connections in a leak-free state at all times.
- D. The contractor shall be responsible for providing temporary water heaters during the project sufficient to provide hot water service to the decontamination chambers upon demand.

3.02 FIRE ALARM SYSTEMS

- A. Fire alarm equipment, including smoke detectors, is to remain and shall be protected and decontaminated unless otherwise noted on contract drawings.

3.03 DECONTAMINATION SYSTEMS

- A. Decontamination enclosure systems shall be constructed prior to preparation activities.
- B. Personnel decontamination enclosure systems shall be provided outside the work area and attached to all locations where persons will enter or exit the work area. One system at a single location for each contained work area shall be required as a minimum. Decontamination facilities shall be constructed in accordance with New York State ICR-56 and/or specific variances approved for the project.
- C. Enclosure Security: When the personal decontamination enclosure system is situated near an area of public access, it shall be fully framed, sheathed for safety and constructed to prevent unauthorized entry.
- D. Prefabricated or trailer units: All prefabricated or trailer decontamination units must be constructed or modified to meet all requirements of this specification and shall be completely decontaminated and sealed prior to separation and removal from the work area.
- E. Location of decontamination enclosure systems must be approved by the owner/environmental consultant prior to construction.
- F. All decontamination enclosure systems shall be cleaned by the contractor after each work shift and shall be recorded in the project log by the contractor.

3.04 PRE-CLEANING

- A. Pre-clean fixed objects within the work areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate.

3.05 MOVABLE OBJECTS

- A. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Such objects shall be removed from the work area to an uncontaminated location designated by the owner/owner's representative.

3.06 HVAC SYSTEMS

- A. In coordination with owner/owner's representative, shut down and isolate HVAC systems to prevent contamination and fiber dispersal to other areas of the building. Openings to all ducts, fans, louvers and plenums shall be sealed with two layers of 6 mil polyethylene sheeting prior to start of removal.

3.07 ELECTRICAL

- A. All electrical conduit joints, boxes, devices and cable systems within the work area shall be sealed with tape and two layers of 6 mil polyethylene sufficient to prevent water penetration during asbestos abatement operations.
- B. All loose cables and wiring present in any work area shall be supported so that they do not become disconnected or otherwise damaged during removal operations. Any damage to this wiring will become the responsibility of the contractor to repair at his expense.
- C. If conductors within a conduit or wireway must be removed, a suitable fishwire shall be installed to facilitate reinstallation. A durable tag shall also be attached which clearly identified the number, size, and terminations of the removed conductors.
- D. All electrical openings with shall be temporarily sealed with caps, seals, or "duct seal" type compounds to prevent entrance of water during asbestos removal operations.
- E. Decontamination shall be as prescribed under "Equipment Removal Procedures" herein.
- F. Light fixtures without PCB ballasts shall be placed in manageable bundles and the bundles shall be wrapped in two layers of 6-mil polyethylene sheeting. Each layer of polyethylene shall be sealed separately with tape. Bundles of fixtures shall be labeled as prescribed by OSHA or the EPA and disposed of as asbestos waste.
- G. Fluorescent lights in areas of ceiling removal shall be cleaned and collected and recycled for mercury content.

3.08 MECHANICAL EQUIPMENT

- A. All mechanical equipment within the work area shall be pre-cleaned and sealed with tape and two layers of six-mil polyethylene sufficient to prevent water penetration during asbestos operations.

3.09 EMERGENCY EXITS

- A. Maintain emergency and fire exits from the work areas.
- B. A diagram of all emergency and fire exits must be prepared, and displayed in a conspicuous location in the clean room.

3.10 CRITICAL BARRIERS

- A. Temporary isolation partition, louvers and fire dampers to air shafts, elevators and corridors, and other temporary critical barriers shall be constructed as follows:
 - 1. Construct barriers of metal or wood studs and joists, maximum 16" o.c. with minimum 3/8" plywood sheathing or equivalent on work side only unless otherwise noted.
 - 2. Cover both sides of the framing with two layers of 6-mil polyethylene sheet with joints staggered and sealed with tape. Edges of partition at floor, walls, and ceiling shall be caulked airtight. Barrier shall be airtight.
- B. Seal off all openings, including but not limited to corridors, doorways, ducts, grills, diffusers, pipe chases, drains, grates, and any other penetrations of the work areas, with two layers of polyethylene sheeting sealed with tape. Use caulking where necessary. Doorways which will not be used for passage during work must be sealed by first applying tape over the gap between the closed door and the door frame and the gap between the bottom of the door and the floor. Then apply polyethylene sheeting over the door and seal it with tape to the wall and to the floor. Seal windows by applying two layers of polyethylene sheeting sealed independently to the wall with tape. All openings greater than 32 square feet (except where any one dimension is one foot or less) shall be sheathed and sealed in accordance with ICR56.
- C. At any time during the abatement activities after barriers have been erected, if visible worksite debris is observed outside of the work area or damage occurs to barriers, work shall immediately stop. Repairs will then be made to barriers, and debris/residue shall be cleaned using appropriate HEPA vacuuming and wet cleaning procedures.
- D. Daily inspection and smoke testing of all barriers shall be performed by the contractor and shall be recorded in the daily project log. These daily inspections shall occur prior to the start of a work shift and upon the completion of the same work shift.

3.11 FLOORS

- A. All floors will be covered with two layers of 6 mil polyethylene sheeting, extending a minimum of 12 inches up each wall. Polyethylene shall be sized to minimize seams. All seams within a layer shall be separated by a distance of at least six feet and sealed airtight.
- B. All polyethylene layers will be sealed with tape at all joints and edges.
- C. Adjoining sheets of polyethylene shall overlap each other by a minimum of 12 inches.

3.12 WALL SURFACES

- A. All wall surfaces, except those specifically excluded by an applicable variance, shall be covered with polyethylene sheeting consisting of two layers of 6 mil thickness, sealed with tape at all joints and edges. Polyethylene shall be sized to minimize seams. All seams within a layer shall be separated by a distance of at least six feet and sealed airtight.
- B. Adjoining sheets of polyethylene shall overlap each other by a minimum of 12 inches.
- C. First layer of wall polyethylene will be installed between first and second layer of floor polyethylene. Second layer of wall polyethylene will overlap second layer of floor polyethylene.
- D. Contractor shall install a third layer of polyethylene to exterior classroom wall surfaces to remain during construction.

3.13 CEILING SURFACES

- A. Ceiling surfaces which will remain intact throughout the abatement process will be covered with two layers of six mil polyethylene sheeting extending a minimum 12 inches down each wall. The first layer shall overlap the first layer of wall polyethylene; the second layer shall overlap the second layer of wall polyethylene.
- B. Ceilings (non-ACM) to be removed to access ACM shall remain in place until work area containment is complete.

3.14 DIFFERENTIAL AIR PRESSURE SYSTEMS

- A. The work area shall maintain a minimum differential air pressure of -0.02 inches water gauge pressure relative to work site perimeters whenever the work is being performed.
- B. Differential air pressure shall be continuously monitored by the Contractor using a recording magnahelic manometer.

- C. HEPA Exhaust Units: If more than one primary HEPA exhaust unit is installed, the units shall be turned on at a time and the integrity of wall barriers, for secure attachments or the need for additional reinforcement, shall be checked. A minimum of one additional unit, having a capacity at least equal to that of the primary unit, shall be installed as a backup to be used during primary unit filter changing and upon primary unit failure.
- D. Power Supply: The contractor shall be responsible for verifying the available power supply and providing supplemental power as necessary to satisfy the requirements of the total of all ventilating units. Ventilation units must be on separate circuits with independent circuit breakers.
- E. Power Failure: On electric failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operation fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight.
- F. Air Changes: HEPA exhaust ventilation equipment shall be installed and operated to provide at least four air changes in the work area every hour, or as dictated by ICR-56
- G. Openings in Enclosure: Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking.
- H. Installation and Care: Negative pressure HEPA filtered exhaust ventilation units shall be exhausted to the outside of the building or structure and away from occupied areas. Proper installation, air monitoring, and daily inspections shall be conducted to insure that the ducts do not release asbestos into uncontaminated areas. Fans, ducts, and joints shall comply with the following:
 - 1. Ducts: Ducts of at least equivalent shape and dimension as that of the negative pressure ventilation exhaust shall be used to exhaust to the outside of the building or structure.
 - 2. Airtight System: All fans, ducts, and joints shall be sealed, braced, and supported to maintain an airtight system.
- I. Exhaust Location: At no time shall the negative pressure ventilation unit exhaust within 15 feet of a receptor or adversely affect the air intake of the building/structure or other buildings/structures.

3.15 MAINTENANCE OF WORK AREA ENCLOSURE

- A. Pre-abatement Settling Period: Upon completion of the construction of all plastic barriers and decontamination system enclosures and prior to beginning actual abatement activities, a four (4) hour settling period shall be allowed to insure that barriers will remain intact and secured to walls and fixtures.
- B. Inspection of Barriers: All plastic barriers inside the work area, in the personal decontamination enclosures system, in the waste decontamination enclosure system, and at partitions constructed to isolate the work area from occupied

areas, shall be inspected by the asbestos contractor supervisor at least twice daily. The barriers shall be inspected before the start of and following the completion of each day of abatement activities. Inspections and observations shall be documented in a daily project log.

- C. Repairs to Barriers and/or Enclosure Systems: Damage and defects in the barriers and/or enclosure systems shall be repaired immediately upon discovery and prior to resumption of abatement activities.
- D. Testing of Barriers and Enclosures Systems: With the negative air pressure ventilation units in operation, smoke tubes shall be used to test the effectiveness of the work area barriers and the personal and waste decontamination enclosure systems. These tests shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved. Test results, observations, and any modifications shall be documented in a daily project log.
- E. Loss of Enclosure Integrity: At any time during the abatement activities, if visible emissions are observed outside of the work area or if damage occurs to the barrier, work shall be stopped, repairs made, and visible residue immediately cleaned up using HEPA vacuuming and/or wet cleaning methods prior to the resumption of abatement activities.
- F. Daily Cleaning of Enclosures: The contractor shall HEPA vacuum and/or wet clean the waste decontamination enclosure system.

3.16 EQUIPMENT AND MATERIAL REMOVAL PROCEDURES

- A. Clean external surfaces of ACM bags or containers, materials, and equipment thoroughly by wet sponging or HEPA vacuuming before moving such items into the equipment decontamination enclosure system washroom for final cleaning and removal to uncontaminated areas.

3.17 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Dry Removal or Disturbance: No dry removal or disturbance of asbestos containing materials shall be permitted.
- B. Wetting Requirements: The asbestos containing material shall be wetted frequently with amended water using airless sprayers. Sufficient time shall be allowed for penetration to occur prior to abatement activities.
- C. Handling: Asbestos containing material on detachment from the substrate shall be directly bagged or dropped into a flexible catch basin and subsequently bagged. Asbestos containing material may not be dropped distances greater than ten feet.
- D. Chutes: Where asbestos containing material must be dropped distances greater than ten feet, inclined, dust tight, enclosed chutes shall be used.

- E. Handling Large Components: Large components, removed intact, shall be wrapped in two layers of at least six mil plastic sheeting, secured, and made airtight with tape.
- F. Sharp-edged Components: Asbestos waste material with sharp-edged components that may tear the plastic bags or sheeting shall be placed into hard wall containers and sealed airtight.

3.18 REMOVAL OF GYMNASIUM WOOD FLOORING AND VAPOR BARRIER

- A. Asphaltic moisture/vapor barrier is present beneath the wood flooring of the Gymnasium as indicated on Contract Drawing AR101. The hardwood floor is supported by a wood sub-floor on wood sleepers, set on the concrete deck. The ACM vapor barrier is also present on the concrete deck, between the sleepers. Contractor is responsible for complete removal of the asphalt vapor barrier to the concrete deck.

3.19 REMOVAL OF THERMAL SYSTEM INSULATION

- A. The contractor shall be responsible for the removal of all pipe and pipe fitting insulation within the containment boundaries as specified. The procedure to follow is to be used as a general guideline only. The contractor shall be responsible for methods and sequences to perform the work.
- B. Saturate insulation with amended water. Remove insulation using scraping tools, hand pressure, and brushing. Immediately saturate the exposed inner surface thoroughly with amended water. Insulation shall not be removed by striking, chipping, or wire brushing the surfaces. Deposit insulation directly into 6 mil disposal bags, insulation shall not be placed or allowed to fall on the floor. Debris falling on the floor shall be picked up and deposited in disposal bags immediately. Brush (with soft bristle brush), HEPA vacuum, and wet wipe fitting to remove all debris left on substrate.
- C. Contractor shall perform all work area preparation, prior to ceiling removal and/or chase demolition, to access and subsequently remove and dispose of insulation. All demolition materials shall be treated as ACM. Plumbing chases shall be accessed by selective demolition, one complete side of chase wall from floor to deck. Coordinate demolition locations with General Contractor and Construction Manager.

3.20 DAILY CLEANING

- A. Asbestos containing debris and contaminated water shall be cleaned from the work area daily or after each work shift using wet methods and HEPA vacuuming equipment. Asbestos debris and water shall be placed in bags, sealed, and either stored or removed from the work area.
- B. Worker decontamination enclosure system, clean room, shower, and equipment room shall be cleaned daily. Clean room floor shall be kept dry and free of any waste.

3.21 ENCAPSULATION

Where applicable, encapsulation shall commence in accordance with ICR-56 upon completion of the following:

- A. All ACM has been removed, properly contained, and removed from the work area.
- B. Contractor has cleaned up the work site of all loose debris and water and disposed of it as ACM.
- C. Apply to the entire layer of polyethylene sheeting, both walls and floor.
- D. Apply to all surfaces that were not the subject of removal or other remediation activities, excluding mechanical equipment, devices, gauges, valves, junction boxes, electrical equipment panels, etc. Surfaces to be encapsulated include walls, deck, above-ceiling surfaces in work areas, interior of wall chases, and open concrete block walls.

3.22 EQUIPMENT WASTE REMOVAL PROCEDURES

- A. Large Asbestos Projects
 - 1. First Cleaning: External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system washroom by persons assigned to this duty. These work area persons shall not enter the airlock between the washroom and the holding room.
 - 2. Second Cleaning: Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned of all visible debris, asbestos or otherwise, by wet cleaning.
 - 3. Re-containerizing: The cleaned containers of asbestos containing material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting as the item's physical characteristics demand, and sealed airtight by workers in the holding room. Workers in the holding room may not enter the washroom area.
 - 4. Removal to Airlock: The clean re-containerized items shall be moved into the holding area. The washroom persons shall not enter this airlock. Workers shall exit the waste decontamination system through the work area and personnel decontamination system.
 - 5. Removal to Holding Area: Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
 - 6. Holding Carts: The cleaned containers of asbestos containing material and equipment shall be placed in water tight carts with doors or tops that

shall be closed and secured. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.

7. Enclosure Security: The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry during non-work hours.
8. Enclosure Restrictions: Where the waste removal enclosure is part of the personal decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied.

3.23 HANDLING OF ASBESTOS CONTAMINATED WASTE

- A. Handling of Contaminated Water: Contaminated water from the work area shall not be disposed of in the shower room. Contaminated water must be filtered through a separate 5.0 micron filter into a sanitary drain.
 1. All water from any asbestos abatement work area including shower waste will be filtered through a series of filters (min. 3) to a filter having a maximum rated pore size of 5 micrometers (um) before being discharged. Used filters will be disposed of as ACM waste.
 2. A holding tank located inside the work area is recommended in case the capacity of the filter is exceeded during active periods such as showering out.
 3. All wastewater shall be discharged in an approved manner. No wastewater discharge will be allowed to enter a storm sewer, open drainage basin, small body of water, an individual residential drywell or septic system, or as owner requests.
 4. Contractor shall be responsible for acquiring and all cost of any waste water discharge permit, if required.

3.24 FINAL CLEANING AND CLEARANCE

- A. Removal of Waste: All containerized waste shall be removed from the work area and the holding area.
- B. Removal of Tools and Equipment: All tools and equipment shall be removed from the work area and decontaminated at an appropriate time in the final cleaning sequence.
- C. The Contractor shall perform a complete visual inspection of the work area under adequate lighting to ensure the work area is free of visible asbestos containing material, debris and dust.
- D. The Environmental Consultant shall verify the cleanliness of the work area by conducting a final clearance inspection. If any visible asbestos containing material, debris, dust or water are found in the work area, the contractor shall repeat the final cleaning process as prescribed herein.
- E. Clearance air sampling by PCM will be performed in each area using aggressive air sampling techniques unless otherwise noted or directed. Air samples will be analyzed by PCM. The samples must show airborne concentrations of total fibers

below 0.01 fibers per cubic centimeter (f/cc), or the background level, whichever is greater.

- F. Following successful PCM clearance sampling results, Transmission Electron Microscopy (TEM) final clearance sampling will be conducted where applicable. Samples will be analyzed by Transmission Electron Microscopy (TEM).
- G. If final clearance aggressive air sampling does not demonstrate compliance with the clearance criteria, the work area shall be re-cleaned. The aggressive sampling technique shall then be repeated.
- H. If final clearance air sampling meets the clearance criteria and the critical barriers, decontamination enclosure systems and air exhaust systems shall be removed.
 - 1. All polyethylene sheeting and HEPA filters shall be disposed of as asbestos waste.
- I. After the contractor has completely removed equipment and materials from the work area, the owner, environmental consultant and contractor shall conduct an inspection of the area to ensure it is in an acceptable condition.

3.25 TRANSPORTATION AND DISPOSAL OF ASBESTOS WASTE

- A. The Contractor shall ensure that the asbestos waste is transported to the approved waste disposal site. The sealed bags and or containers shall be deposited at the burial site.
- B. Waste Manifest System
 - 1. The contractor shall establish a manifest system (chain of custody) that accounts for all asbestos waste. The manifest system shall be described in writing and will be subject to the approval of the environmental consultant. The contractor must be able to demonstrate custody over all asbestos waste from the time it is removed from the work area until it is deposited at the landfill. The contractor must complete the Asbestos Waste Shipment Record for all waste shipped off site.
 - 2. Copies of the manifest, written description, and any receipts generated during the handling and disposal process shall be provided to the environmental consultant and the owner.
 - 3. Final manifest and landfill receipt shall be provided to the environmental consultant and owner within fifteen (15) working days of the removal of asbestos containing materials from the site by the waste hauler.
- C. It is the responsibility of the contractor to comply with current Federal, State, and local regulations concerning the waste handling, transportation, and disposal of ACM.

- D. The contractor will document actual disposal of the waste at the designated landfill by maintaining waste shipment records for each shipment in accordance with EPA NESHAPS 40 CFR 61.
- E. Vehicles used to transport asbestos waste must be marked during loading and unloading of waste so that signs are visible. The markings must conform to EPA NESHAPS requirements.
- F. Vehicles used to transport containerized asbestos waste must have an enclosed carrying compartment or utilized a covering sufficient to contain waste and prevent damage to containers.
- G. The carrying compartment of asbestos waste transport vehicles must be lined with polyethylene sheeting to contain leakage of asbestos waste should containers be damaged during transport.

3.26 RESTORATION AND REPAIR

- A. The contractor shall replace, repair, and paint surfaces distributed by his work, which are intended to remain, even if the work is outside the contract limit lines. Replacement and repair shall be with like material, and shall restore services as they existed prior to the work.
- B. Where existing paint has been damaged or removed from the wall, contractor shall remove all loose finish and dirt, feather edge and sand all rough surfaces, and repaint the exposed surface with both a prime and finish coat(s) to match the existing surface.
- C. All adjacent finishes and work shall be protected during the touch-up painting.
- D. Contractor shall clean all exposed finish surfaces that have adhesive and tape residue left and any encapsulant overspray. Damage during these procedures will be repaired by the contractor at no cost to the owner.
- E. The contractor shall repair any other surfaces and/or building component system and equipment that was disturbed by his work, even if the work is outside the contract limit lines at no cost to the owner.

3.27 PROJECT CLOSEOUT

- A. Prior to the final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the Contract Documents, Contractor shall comply with the requirements set forth herein.
- B. The work under this section shall include but is not limited to the execution of the following principal items as they apply to Prime Contractors for Project Closeout:
 - 1. Consent of surety for final payments.
 - 2. Submittal of EPA waste shipment record forms signed by the contractor, transporter, and landfill operator for each shipment of asbestos waste.

3. Project record including sign-in logs, contractor's daily activity logs, personal air sampling reports and data generated by negative pressure recording instruments for each day of asbestos abatement.
4. Assurance, satisfactory to the Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without any undue delay.
5. Guaranties, Warranties and Bonds required by the General Conditions and any other extended guaranties or warranties stated in the Technical Specifications.
6. Temporary facilities, services, surplus materials, rubbish and similar appurtenances have been removed and/or restored.

END OF SECTION

SECTION 02 83 00

REMOVAL AND HANDLING OF LEAD-BASED PAINT

PART 1 GENERAL

1.01 SUMMARY OF WORK

- A. A building reconstruction project is planned in the Lowville Academy and Central School. Reconstruction activities will impact painted building surfaces. A survey of painted surfaces has been conducted and is available to review with the Owner.
- B. Demolition/renovation activities for the completion of work at the referenced building that will disturb LBP creating the potential for lead exposure to workers and building occupants shall comply with the conditions specified herein. The Occupational Safety and Health Administration (OSHA) regulates occupational exposure to lead under 29 CFR 1926.62, the Lead in Construction Standard. Any contractor disturbing painted surfaces shall comply with all the requirements of 29 CFR 1926.62 and this specification. The intent is for each contractor to protect his workers and building occupants from exposure to lead during renovation activities that disturb LBP. Contractors must also comply with the provisions of the US Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995) as specified by the New York State Department of Education in 8 NYCRR 155 as applicable.
- C. The intent is for each Prime Contractor to provide the necessary labor, materials, tools, equipment and services to protect workers and building occupants from lead exposure during the performance of their scope of work.
- D. New York State Department of Environmental Conservation (NYSDEC) requires that lead containing loose and peeling paint be disposed of as either industrial or hazardous waste, based on results of a Toxicity Characteristic Leaching Procedure (TCLP) Test. Loose and peeling paint cannot be treated as construction and demolition debris.
- E. Work disturbing LBP shall be completed ancillary to work performed by others.
- F. Sweeping of debris will not be permitted. Debris must be picked up using a self-contained vacuum system designed to evacuate wet or dry materials in an enclosed, controlled environment.
- G. Waste material shall be contained, transported and disposed of in accordance with federal, state, and local regulations.

1.02 APPLICABLE REGULATIONS

- A. The Contractor shall conduct work in a manner to ensure compliance with all applicable codes, rules, and regulations including but not limited to;

Worker Protection / Building Occupant Protection

Occupational Safety and Health Administration
29 CFR 1926.59, Hazard Communication
29 CFR 1910.134, Respiratory Protection Standard
29 CFR 1926.20, General Safety and Health Provisions
29 CFR 1926.62, Lead Exposure in Construction
29 CFR 1910.94 and 1926.57, Ventilation

Department of Housing and Urban Development
24 CFR Parts 35, 36, 37- HUD Lead-Based Paint Regulations
HUD Guidelines for the Evaluation and Control of Lead-Based Paint
Hazards in Housing

Environmental Protection Agency
40 CFR 50.6 National Primary and Secondary Ambient Air Quality
Standards for Particulate Matter

Water Quality
40 CFR 122, Administered Permit Programs; The National Pollutant
Discharge Elimination System

Waste Disposal
40 CFR 261, Identification and Listing of Hazardous Waste
40 CFR 262, Standards Applicable to Generators of Hazardous Waste
40 CFR 263, Standards Application to Transporters of Hazardous Waste
New York State Department of Environmental Conservation (NYSDEC),
Title 6, Part 360-7, 364, and 370-374.

- B. In addition to the requirements listed in this specification, the contractor shall, at his own expense, comply with all laws, ordinances, rules, and regulations of federal, state, regional and local authorities regarding handling and storing of lead waste material.
- C. Contractor shall be familiar with the documents referenced below and conform to their guidelines and all other applicable guidelines and requirements of the project.
1. U.S. Department of Labor, Occupational Safety and Health Administration PUB 3126 - Working with Lead in the Construction Industry.
 2. U.S. Department of Housing and Urban Development- Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995.
- D. Lead Contractor shall possess the following license and licensed personnel, as applicable, for work considered lead abatement according to 40 CFR 745.
1. Environmental Protection Agency (EPA) Firm Certification to Conduct Lead-Based Paint Activities.
 2. Personnel possessing EPA Certifications in Lead-Based Paint Abatement Supervisor and Lead-Based Paint Abatement Worker, as applicable.

E. EPA Renovation, Repair, and Painting

1. This regulation applies only to child (less than 6 years of age) occupied facilities constructed before 1978. Affected painted surfaces must contain **1.0** $\mu\text{g}/\text{cm}^2$ lead content to be covered by this regulation. Additionally disturbances of less than 6 sq.ft per room interior and 20 sq.ft. exterior are excluded.

1.03 LEAD HAZARD

- A. Specific work practices may release lead in the form of dust, fumes or mists into the air or onto surrounding surfaces. Only the contractor can reduce the potential for exposure.
- B. Lead is a toxic substance which may enter the body by breathing or swallowing lead dusts, fumes or mists. If food, cigarettes, or your hands have lead on them, lead may be ingested or inhaled. Once in the body, lead enters the bloodstream and may be carried to all parts of the body. The body can eliminate some of this lead, but if there is continued lead exposure, the body absorbs and stores more lead than it can eliminate. This stored lead may cause irreversible damage to cells, organs and whole body systems. After exposure stops, it takes months or even years for all lead to be removed from the body.
- C. Exposure to lead may affect each person differently. Even before symptoms appear, lead may cause unseen injury to the body. During early stages of lead poisoning, mild symptoms may be overlooked as everyday medical complaints, including:
- | | |
|------------------|------------------------|
| Loss of appetite | Joint and muscle aches |
| Trouble sleeping | Metallic taste |
| Irritability | Decreased sex drive |
| Fatigue | Lack of concentration |
| Headache | Moodiness |
- D. Brief intense exposure or prolonged overexposure may result in severe damage to your blood-forming, nervous, urinary and reproductive systems. Some noticeable medical problems include:
- | | |
|-------------------------|--------------------------|
| Stomach pains | Tremors |
| Weakness of Extremities | Convulsions or seizures |
| High blood pressure | Anemia |
| Nausea | Constipation or diarrhea |
- E. Contractor's supervisor should be cognizant of all these symptoms. If a worker develops such symptoms he shall not be allowed in the removal areas until a physician performs blood lead sampling and determines that the worker is not suffering from lead exposure.

1.04 GENERAL REQUIREMENTS

- A. The following general requirements apply for the project and include, but are not necessarily limited to the following:
- Respiratory and Personnel Protection
 - Medical Examinations
 - One Temporary Shower/Washroom Facility with storage area for personnel belongings
 - Provisions of hot and cold running water for shower
 - Use of engineering controls as necessary
 - Collection and disposal of all loose and peeling paint as hazardous waste

PART 2 SUBMITTALS

2.01 PRE-CONSTRUCTION

Prior to the start of construction, the contractor shall submit the following should his work require the disturbance and/or abatement of identified LBP materials.

- A. **WORKPLAN:** Contractor shall submit a work plan for the lead work commensurate with the requirements of the OSHA Construction Standard and EPA, if applicable. Work plan shall additionally identify detailed aspects of how the contractor will handle, containerize, transport, and dispose of materials.
- B. **EQUIPMENT:** Submit manufacturers' certification and information for all equipment to be used on this project.
- C. **EMPLOYEES:** Submit documentation that all employees performing abatement of lead materials have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. Submit documentation that contractor and employees comply with Article 1.2, Item C. of this Section.
- D. **DISPOSAL:** Submit documentation that all required permits, disposal site locations, and arrangements for transportation and disposal of lead-contaminated waste have been obtained. Submit a written description and blank log forms for contractor's waste manifest system. Submit the name and credentials for the independent laboratory performing TCLP testing on waste generated.
- E. **SIGNAGE:** Submit samples of signs to be used at building entrances to comply with specifications and applicable regulations.

PART 3 EXECUTION

3.01 BUILDING ISOLATION AND SIGNAGE

- A. Only the Contractor, Owner's Representative and maintenance staff will be allowed in the areas where lead removal is occurring. Anyone entering the work area will don appropriate respiratory protection and disposable coveralls.

- B. Warning signs shall comply with 29 CFR 1926.62 and applicable regulations.

3.02 REMOVAL OF LEAD

- A. Contractor will be required to remove all loose and peeling paint from surfaces impacted by the demolition/renovation activities that have been identified as LBP. The contractor shall investigate conditions and satisfy himself as to the extent of work required prior to bidding.
- B. Contractor shall ensure that the paint that remains on the affected component shall be sufficiently adhered to the substrate.
- C. Removal of paint and primer shall be required at all locations on structural members where welding, grinding, or torch cutting will be required. Removal and handling shall be in accordance with the requirements of this Section.
- D. Removal and demolition of glazed block and ceramic tile may impact lead containing coatings. Debris generated from this work will require TCLP testing for determination of proper disposal procedures.
- E. Following removal of paint and disturbance or removal of the affected component, Contractor shall be responsible for properly cleaning the affected area. All dust generated shall be cleaned utilizing HEPA filtered vacuum equipment followed by wet cleaning. Debris generated during cleaning including mop heads, rags, and waste water shall be containerized for testing and disposal.

3.03 HANDLING AND DISPOSAL OF LEAD

- A. Hazardous Waste
 - 1. Contractor shall follow all Federal and State regulations for waste handling, containerizing, transporting, and disposing of hazardous waste.
 - 2. Contractor shall remove paint waste from the building following specification requirements. Waste shall be deposited directly into waste receptacles that will be used to transport the waste.
 - 3. Contractor is responsible for providing all waste receptacles required for disposal. All waste temporarily stored on site shall be secured to prevent against unauthorized entry and vandalism. Contractor is responsible for all TCLP testing to properly classify the waste.
 - 4. The Contractor shall establish a manifest system that meets Federal and State Regulations and accounts for all waste at all times.
 - 5. The transporter must possess an approved EPA identification number. The appropriate NYS Hazardous waste manifest must be completed by the contractor.
 - 6. The Contractor shall provide the Owner with copies of the EPA ID number of the transporter, NYSDEC manifest form and written acknowledgement from the landfill that they are authorized by the EPA and the State where they are located, to accept and dispose of hazardous waste.
 - 7. Final manifest and receipts must be provided to the Owner and/or Owner's representative within fourteen (14) days of the removal of waste from the site.

3.04 PROJECT CLOSEOUT

- A. Prior to final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the contract documents, Contractor shall comply with the following.
1. Contractor shall provide Building Owner with a written statement that loose and peeling paint has been removed from the required areas.
 2. Provide copies of a physician's statement that workers pre-abatement and post-abatement medical tests have been performed. Also provide copies of all laboratory reports for air sampling and TCLP analyses.
 3. Final disposal receipts for all waste.
 4. Contractor shall have removed all equipment and materials applicable to the work from the site.

END OF SECTION

**SECTION 03 54 00
CAST UNDERLAYMENT**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Liquid-applied self-leveling floor underlayment.
 - 1. Use cementitious type at all locations.

1.02 REFERENCE STANDARDS

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- B. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2018.
- C. ASTM C348 - Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars 2021.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023c.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets documenting physical characteristics and product limitations of underlayment materials. Include information on surface preparation, environmental limitations, and installation instructions.
- C. Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Instructions.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Keep dry and protect from direct sun exposure, freezing, and ambient temperature greater than 105 degrees F.

1.05 FIELD CONDITIONS

- A. Do not install underlayment until floor penetrations and peripheral work are complete.
- B. Maintain minimum ambient temperatures of 50 degrees F 24 hours before, during and 72 hours after installation of underlayment.
- C. During the curing process, ventilate spaces to remove excess moisture.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Cementitious Underlayment to receive a Floor Finish:
 - 1. ARDEX Engineered Cements; ARDEX V 1200: www.ardexamericas.com.
 - 2. CMP Specialty Products; Level-1 underlayment: www.cmpsp.com.
 - 3. Koster American Corporation; Koster SL Premium Self-Leveling Underlayment: www.kosterusa.com.
 - 4. LATICRETE International, Inc; LATICRETE NXT Level Plus with NXT Primer: www.laticrete.com.

2.02 MATERIALS

- A. Cementitious Underlayment: Blended cement mix, that when mixed with water in accordance with manufacturer's directions will produce self-leveling underlayment with the following properties:
 - 1. Compressive Strength: Minimum 4000 pounds per square inch after 28 days, tested per ASTM C109/C109M.
 - 2. Flexural Strength: Minimum 1000 psi after 28 days, tested per ASTM C348.
 - 3. Density: 125 pounds per cubic foot, nominal.

4. Final Set Time: 1-1/2 to 2 hours, maximum.
 5. Thickness: Capable of thicknesses from feather edge to maximum 3-1/2 inch.
 6. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0 in accordance with ASTM E84.
- B. Aggregate: Dry, well graded, washed silica aggregate, approximately 1/8 inch in size and acceptable to underlayment manufacturer.
 - C. Reinforcement: Galvanized metal lath complying with recommendations of underlayment manufacturer for specific project circumstances.
 - D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to underlayment mix materials.
 - E. Primer: Manufacturer's recommended type.
 - F. Joint and Crack Filler: Latex based filler, as recommended by manufacturer.

2.03 MIXING

- A. Site mix materials in accordance with manufacturer's instructions.
- B. Add aggregate for areas where thickness will exceed 1/2 inch. Mix underlayment and water for at least two minutes before adding aggregate, and continue mixing to assure that aggregate has been thoroughly coated.
- C. Mix to self-leveling consistency without over-watering.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are clean, dry, unfrozen, do not contain petroleum byproducts, or other compounds detrimental to underlayment material bond to substrate.

3.02 PREPARATION

- A. Concrete: Mechanically prepare steel troweled concrete to create a textured surface necessary to achieve the best bond; acceptable methods include bead blasting and scarifying. Do not use acid etching.
- B. Remove substrate surface irregularities. Fill voids and deck joints with filler. Finish smooth.
- C. Vacuum clean surfaces.
- D. Prime substrate in accordance with manufacturer's instructions. Allow to dry.
- E. Close floor openings.

3.03 APPLICATION

- A. Install underlayment in accordance with manufacturer's instructions.
- B. Pump or pour material onto substrate. Do not retemper or add water.
 1. Pump, move, and screed while the material is still highly flowable.
 2. Be careful not to create cold joints.
 3. Wear spiked shoes while working in the wet material to avoid leaving marks.
- C. Place to indicated thickness, with top surface level to 1/8 inch in 10 ft.
- D. For final thickness over 1-1/2 inches, place underlayment in layers. Allow initial layer to harden to the point where the material has lost its evaporative moisture. Immediately prime and begin application of the subsequent layer within 24 hours.
- E. Where additional aggregate has been used in the mix, add a top layer of neat mix (without aggregate), if needed to level and smooth the surface.
- F. If a fine, feathered edge is desired, steel trowel the edge after initial set, but before it is completely hard.

3.04 CURING

- A. Once underlayment starts to set, prohibit foot traffic until final set has been reached.

B. Air cure in accordance with manufacturer's instructions.

3.05 PROTECTION

A. Protect against direct sunlight, heat, and wind; prevent rapid drying to avoid shrinkage and cracking.

B. Do not permit traffic over unprotected floor underlayment surfaces.

END OF SECTION

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SECTION 05 12 00

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Structural steel.
 - 2. Shop- and Field-installed shear connectors.
 - 3. Grout.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 45 33 "Code-Required Special Inspections and Procedures" for independent testing agency procedures and administrative requirements.
 - 2. Division 5 Section "Metal Fabrications" for steel lintels or shelf angles not attached to structural-steel frame, miscellaneous steel fabrications and other metal items not defined as structural steel.
 - 3. Division 9 painting Sections for surface preparation and priming requirements.

1.03 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC's "Code of Standard Practice for Steel Buildings and Bridges," that support design loads.

1.04 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand ASD-service loads indicated and comply with other information and restrictions indicated.
 - 1. Select and complete connections using schematic details indicated and AISC's "Manual of Steel Construction, Allowable Stress Design," Part 4.
 - 2. Engineering Responsibility: Fabricator's responsibilities include using a qualified professional engineer licensed in the State of New York to prepare structural analysis data for structural-steel connections. Refer to Article 1.5 (SUBMITTALS), Paragraph D.5 for Submittal Requirements.
- B. Construction: Type 2, simple framing, unless otherwise indicated on the drawings.

1.05 SUBMITTALS

- A. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrate some portion of the work showing fabrication, layout, setting or erection details.

Refer to Division 1, Section 01 30 00 - "Administrative Requirements" and information within this section for additional submittal requirements.

1. Identify details by reference to sheet and detail numbers shown on shop drawings.
 2. Sheet size, multiple of 8 ½ by 11 inches, not to exceed size of contract drawings when unfolded.
 3. **Photographic reproductions of contract drawings will NOT be accepted as shop drawings and will be REJECTED without review**
- B. Portable Document Format (PDF) Files: All submittals required for this section (including, but not limited to, Product Data, Shop Drawings, Welding Certificates, Qualification Data, and Mill Test Reports) shall be submitted to the A/E in "PDF" electronic format.
- C. Product Data: For each type of product indicated.
- D. Shop Drawings: Show fabrication of structural-steel components.
1. Include Anchor Rod and Base Plate / Leveling Plate Erection Drawings, Embedment Drawings, Structural Steel Framing Erection Drawings and associated individual member detail sheets for review and approval prior to start of fabrication.

It is acceptable for the initial review submittal to include the Anchor Rod and Base Plate / Leveling Plate Erection Drawings, Embedment Drawings and Structural Steel Framing Erection Drawings without the associated individual member detail sheets.

However, fabrication shall not begin until all required shop drawings have been submitted, reviewed and approved. Other than the initial submittal, submission of erection drawings alone without the accompanying individual member detail sheets is not acceptable.
 2. Include details of cuts, connections, shop- and field-installed shear connectors, splices, camber, holes, and other pertinent data.
 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
 5. For all structural-steel connections, include structural analysis data, shop standard connections with load carrying capacities, and other pertinent data that has been signed and sealed by the qualified professional engineer licensed in the State of New York responsible for their preparation.
- E. Welding certificates.
- F. Qualification Data: For Installer, fabricator and testing agency.

- G. Mill Test Reports: Signed by manufacturers certifying that the following products comply with requirements:
 - 1. Structural steel including chemical and physical properties.
 - 2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - 3. Shop primers.
 - 4. Non-shrink grout.
- H. Source quality-control test reports.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who has completed comparable projects.
- B. Fabricator Qualifications: A qualified fabricator who has completed comparable projects.
- C. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
 - 3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.
 - 1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 2. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.08 COORDINATION

- A. Furnish anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.01 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992/A 992M.
- B. Channels, Angles, M-Shapes, S-Shapes: ASTM A 36/A 36M.

- C. Plate and Bar: ASTM A 36/A 36M.
- D. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- E. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.
 - 1. Weight Class: Standard unless otherwise indicated on the drawings.
 - 2. Finish: Black, except where indicated to be galvanized.
- F. Welding Electrodes: Comply with AWS requirements.

2.02 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
 - 1. Finish: Plain.
- B. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1, Type B.
- C. Headed Anchor Rods: ASTM F 1554, Grade 36.
 - 1. Configuration: Straight, unless otherwise shown on the drawings.
 - 2. Nuts: ASTM A 563 heavy hex carbon steel.
 - 3. Plate Washers: ASTM A 36/A 36M carbon steel.
 - 4. Washers: ASTM F 436 hardened carbon steel.
 - 5. Finish: Plain.

2.03 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer. Coordinate primer selection with surface preparation and topcoat requirements.
- B. Galvanizing Repair Paint: ASTM A 780.

2.04 GROUT

- A. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404, Size No. 2. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.05 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
 - 1. Camber structural-steel members where indicated.
 - 2. Identify high-strength structural steel according to ASTM A 6/ A 6M and maintain markings until structural steel has been erected.
 - 3. Mark and match-mark materials for field assembly.
 - 4. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 2, "Hand Tool Cleaning", unless otherwise noted on the drawings or as required by the selected primer, paint or coating system requirements. The more stringent requirements shall apply.
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's written instructions.
- G. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Base-Plate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.06 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened, unless otherwise noted on the drawings.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.

1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

2.07 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 2. Surfaces to be field welded.
 3. Surfaces to be high-strength bolted with slip-critical connections.
 4. Surfaces to receive sprayed fire-resistive materials.
 5. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the specifications, standards and requirements of the selected primers, paint or coating system.
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
- D. Painting: Apply a 1-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils.

2.08 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/ A 123M.
 1. Fill vent holes and grind smooth after galvanizing.
 2. **Galvanize lintels and shelf angles located in exterior walls and in damp locations.**
 3. **Galvanize miscellaneous framing and supports in the following locations:**
 - a. Exterior locations.
 - b. Interior locations in damp locations and where indicated, such as, but not limited to embedded angles, frames and plates at drains.
 4. Refer to Contract drawings for other materials and pieces to be galvanized.

2.09 PREFORMED JOINT MATERIAL

- A. Provide closed cell polyethylene expansion joint material equal to the following manufacturers:
 1. "Sonoflex F" as manufactured by BASF, The Chemical Company.
 2. "Deck-O-Foam" as manufactured by W. R. Meadows, Inc.

2.10 SOURCE QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage an independent special inspector and qualified testing and inspecting agency to perform shop tests and inspections and

prepare test reports. Refer to Section 01 45 33 "Code-Required Special Inspections and Procedures" for additional information.

1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Bolted Connections: If required, shop-bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: As a minimum, all welded connections will be visually inspected. If the results of the visual inspections indicate that the quality of the welds do not meet the minimum AWS standards and requirements, or show signs of specific concern, the affected shop-welded connections will be tested and inspected according to AWS D1.1 in accordance of one or more of the following inspection procedures as applicable. The selected testing method(s) will be at the testing agency's option that best suits the conditions or concern.
1. Liquid Penetrant Inspection: ASTM E 165.
 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 3. Ultrasonic Inspection: ASTM E 164.
 4. Radiographic Inspection: ASTM E 94.
- E. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Contractor is required to field verify elevations of concrete and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, with an instrument survey for compliance with requirements.
- B. Prior to fabrication, the Contractor will verify existing dimensions and conditions prior to fabrication of all affected structural steel.
- C. Prior to fabrication of all affected structural steel, the Contractor shall coordinate all sizes and locations of opening requirements with approved equipment shop drawings and the trade involved.
- D. Prior to fabrication of all affected structural steel, the Contractor shall coordinate all support framing dimensional requirements associated with support of all mechanical equipment with approved equipment shop drawings and the trade involved.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. The Contractor is responsible for all means and methods associated with all removals and new construction, including the design of such, to keep the structure and all of the building features (including, but not limited to, the structural framing systems and walls) to remain secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads, including, but not limited to, providing temporary shores, guys, braces, and other supports during erection. Unless otherwise indicated, the Contractor is responsible for determining when it is appropriate to remove any temporary supports. However, as a minimum, these temporary supports shall not be removed prior to permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

3.03 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
- B. Leveling, Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting leveling, base and bearing plates. Clean bottom surface of leveling, base and bearing plates.
 - 1. Set leveling, base and bearing plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate before packing with grout.
 - 3. Promptly pack grout solidly between bearing surfaces and leveling, base or bearing plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
- D. Splice members only where indicated.
- E. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1.
- F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.04 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened, unless otherwise noted on the drawings.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.05 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports. Refer to Section 01 45 33 "Code-Required Special Inspections and Procedures" for additional information.
- B. Bolted Connections: Field-bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Field Welded Connections: As a minimum, all field welds will be visually inspected according to AWS D1.1.
1. If the results of the visual inspections indicate that the quality of the welds do not meet the minimum AWS standards and requirements, or show signs of specific concern, the affected field-welded connections will be tested and inspected according to AWS D1.1 in accordance of one or more of the following inspection procedures as applicable. The selected testing method(s) will be at the testing agency's option that best suits the conditions or concern.
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
- D. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.
- E. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.06 REPAIRS AND PROTECTION

- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

- B. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories, bearing plates, and abutting structural steel.
1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.

END OF SECTION

SECTION 05 31 00

STEEL DECKING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Roof deck.
 - 2. Composite Floor Deck.
 - 3. Noncomposite form deck.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 45 33 "Code-Required Special Inspections and Procedures" for independent testing agency procedures and administrative requirements.
 - 2. Division 5 Section "Structural Steel Framing" for framing deck openings with steel shapes.
 - 3. Division 5 Section "Metal Fabrications" for framing deck openings with miscellaneous steel shapes.
 - 4. Division 9 painting Sections for repair painting of primed deck.

1.03 SUBMITTALS

- A. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrate some portion of the work showing fabrication, layout, setting or erection details.

Refer to Division 1, Section 01 30 00 - "Administrative Requirements" and information within this section for additional submittal requirements.

 - 1. Identify details by reference to sheet and detail numbers shown on shop drawings.
 - 2. Sheet size, multiple of 8 ½ by 11 inches, not to exceed size of contract drawings when unfolded.
 - 3. **Photographic reproductions of contract drawings will NOT be accepted as shop drawings and will be REJECTED without review.**
- B. Portable Document Format (PDF) Files: All submittals required for this section (including, but not limited to, Product Data, Shop Drawings, Product Certificates, Welding Certificates, and Product Test Reports) shall be submitted to the A/E in "PDF" electronic format.
- C. Product Data: For each type of deck, accessory, and product indicated.

- D. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, deck openings, special jointing, accessories, and attachments to other construction.
- E. Product Certificates: Signed by steel deck manufacturers certifying that products furnished comply with requirements.
- F. Welding Certificates: Copies of certificates for welding procedures and personnel.
- G. Field quality-control test and inspection reports.
- H. Product Test Reports: From a qualified testing agency indicating that each of the following complies with requirements, based on comprehensive testing of current products:
 - 1. Mechanical fasteners: At the Contractor's option, mechanical fasteners may be used in lieu of welding to fasten deck. If mechanical fasteners are proposed to be used, the Contractor shall submit for review and approval all necessary supporting calculations, documentation and manufacturer's written instructions verifying that the strength of the proposed mechanical fastening system meets or exceeds that of the welded fastening shown on the contract documents. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed steel deck similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- C. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."
- D. Fire-Test-Response Characteristics: Where indicated, provide steel deck units identical to those steel deck units tested for fire resistance per ASTM E 119 by a testing and inspection agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another testing and inspecting agency.
 - 2. Steel deck units shall be identified with appropriate markings of applicable testing and inspecting agency.
- E. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- F. FMG Listing: Provide steel roof deck evaluated by FMG and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.
 - 1. Protect and ventilate acoustical roof deck with factory-installed insulation to maintain insulation free of moisture.

1.06 COORDINATION

- A. The General Contractor is responsible for coordinating edge of deck (E.O.D.) and edge of opening dimensions and locations with the requirements of all Trades, information contained within the Contract Documents for all Trades and existing conditions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Steel Deck:
 - a. ASC Profiles, Inc.
 - b. Canam Steel Corp.;The Canam Manac Group.
 - c. Consolidated Systems, Inc.
 - d. DACS, Inc.
 - e. D-Mac Industries Inc.
 - f. Epic Metals Corporation.
 - g. Marlyn Steel Decks, Inc.
 - h. New Millennium Building Systems, LLC.
 - i. Nucor Corp.; Vulcraft Division.
 - j. Roof Deck, Inc.
 - k. United Steel Deck, Inc.
 - l. Valley Joist; Division of EBSCO Industries, Inc.
 - m. Verco Manufacturing Co.
 - n. Wheeling Corrugating Company; Div. of Wheeling-Pittsburgh Steel Corporation.

2.02 ROOF DECK

- A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 30, and the following:
 - 1. Steel Sheet Grades and Finishes: Roof deck to be Galvanized Steel sheet unless specifically noted to be Galvanized and Shop-Primed Painted on the drawings.

- a. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 zinc coating.
2. If metal deck is to be painted, the metal deck shall be Galvanized and Shop-Primed and the shop primer shall be compatible with the finish paint system. The Contractor shall coordinate all areas to receive paint with the architectural requirements and the architectural room finish schedule.
 - a. Galvanized and Shop-Primed Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 zinc coating; cleaned, pretreated, and primed with manufacturer's standard baked-on, rust-inhibitive primer or as noted. Color to be compatible with and coordinated with finished paint system.
3. Deck Profile and Depth: See Drawings for specific locations of each deck depth and profile type. NOTE: NOT INVERTED DECK.
 - a. 1-1/2 inches, Type WR, Wide Rib (or as approved equal), typical unless otherwise noted.
 - b. 3-inches, Type 3DR, Deep Rib (or as approved equal).
4. Design Uncoated-Steel Thickness: See Drawings (0.0358 inch, 20 ga. minimum unless noted otherwise).
5. Span Condition: See Drawings (Triple span or more where possible).
6. Side Laps: See Drawings (Nested side laps unless noted otherwise).

2.03 COMPOSITE FLOOR DECK

- A. Composite Steel Floor Deck: Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with "SDI Specifications and Commentary for Composite Steel Floor Deck," in SDI Publication No. 30, with the minimum section properties indicated, and with the following properties, deck profile, Design Uncoated-Steel Thickness and Span Condition. See the Drawings for type of floor deck to be used in each area :
 1. 1 1/2 -inch Composite Steel Floor Deck: See Drawings for locations to be used.
 - a. Steel Sheet Grades and Finishes: Metal deck to be Galvanized Steel sheet unless required to be Galvanized and Shop-Primed Painted.
Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 zinc coating.
 - b. If metal deck is to be painted, the metal deck shall be Galvanized and Shop-Primed and the shop primer shall be compatible with the finish paint system. The Contractor shall coordinate all areas to receive paint with the architectural requirements and the architectural room finish schedule.

Galvanized and Shop-Primed Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 zinc coating; cleaned, pretreated, and primed with manufacturer's standard baked-on, rust-inhibitive primer or as noted. Color to be compatible with and coordinated with finished paint system.
 - c. Deck Profile & Depth: 1 1/2-inch "B" Lock or as approved equal unless noted otherwise). NOTE: NOT INVERTED DECK.
 - d. Design Uncoated-Steel Thickness: See Drawings (0.0358 inch, 20 ga. Minimum unless noted otherwise).

- e. Span Condition: See Drawings (Triple span or more where possible unless noted otherwise).

2.04 NONCOMPOSITE FORM DECK

- A. Noncomposite Form Deck: Fabricate ribbed-steel sheet noncomposite form-deck panels to comply with "SDI Specifications and Commentary for Noncomposite Steel Form Deck," in SDI Publication No. 31, with the minimum section properties indicated, and with the following:
 - 1. If metal deck is to be painted, the metal deck shall be Galvanized and Shop-Primed and the shop primer shall be compatible with the finish paint system. The Contractor shall coordinate all areas to receive paint with the architectural requirements and the architectural room finish schedule.
 - a. Galvanized and Shop-Primed Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 zinc coating; cleaned, pretreated, and primed with manufacturer's standard baked-on, rust-inhibitive primer or as noted. Color to be compatible with and coordinated with finished paint system.
 - 2. Profile Depth: See Drawings (9/16 inches unless noted otherwise).
 - 3. Design Uncoated-Steel Thickness: See Drawings (0.02958 inch, 22 ga. Minimum unless noted otherwise).
 - 4. Span Condition: See Drawings (Triple span or more where possible).
 - 5. Side Laps: See Drawings (Interlocking seam unless noted otherwise unless noted otherwise)

2.05 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. Steel Sheet Accessories: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.
- G. Pours Stops: If not shown as structural steel, provide steel sheet, minimum yield strength of 33,000 psi, of same material and finish as deck; of thickness and profile indicated, as recommended by SDI Publication No. 30 for overhang and slab depth or as required for application.
- H. **Girder Fillers: PLEASE NOTE that Use of Girder Fillers is NOT allowed. The deck layout and the need to cut the deck to avoid the use of Girder Fillers shall be taken into consideration when bidding and preparing shop drawings. Shop drawings**

submitted using girder fillers will be returned NOT reviewed and will be required to be Revised and Resubmitted. Absolutely No Exceptions.

- I. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.
- J. Rolled-in (Integral) Hanger Tabs: UL Approved rolled-in (integral) hanger tabs for use with floor deck. Refer to Article 3.04.G.
- K. Recessed Sump Pans: Single-piece steel sheet, 0.0747 inch thick, of same material and finish as deck, with 3-inch- wide flanges and sloped recessed pans of 1-1/2- inch minimum depth. For drains, cut holes in the field.
- L. Flat Sump Plate: Single-piece steel sheet, 0.0747 inch thick, of same material and finish as deck. For drains, cut holes in the field.
- M. Galvanizing Repair Paint: ASTM A 780.
- N. Repair Paint: Lead- and chromate-free rust-inhibitive primer complying with performance requirements of FS TT-P-664 of the same color as the primer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels, if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
 - 1. Align cellular deck panels over full length of cell runs and align cells at ends of abutting panels.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to decking.

- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of decking, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- I. At the Contractor's option, mechanical fasteners may be used in lieu of welding to fasten deck. If mechanical fasteners are proposed to be used, the Contractor shall submit for review and approval all necessary supporting calculations, documentation and manufacturer's written instructions verifying that the strength of the proposed mechanical fastening system meets or exceeds that of the welded fastening shown on the contract documents. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.03 ROOF DECK INSTALLATION

- A. Fasten roof deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter, but not less than 1-1/2 inches long, and as follows:
 - 1. Weld Diameter: 5/8 inch, nominal.
 - 2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds 6 inches apart in the field of the roof and 6 inches apart in roof corners and perimeter, based on roof-area definitions of FMG Loss Prevention Data Sheet 1-28, unless otherwise indicated on drawings.
- B. Perimeter Edge Fastening: Fasten perimeter edges of panels between supports at intervals not exceeding 6 inches, and as follows:
 - 1. Welded with 5/8 inch diameter spot (puddle) welds.
 - 2. Mechanically fasten with self-drilling No. 10 diameter or larger carbon-steel screws.
- C. Side-Lap Fastening: Fasten side laps panels between supports, at intervals not exceeding 6 inches, or as indicated on the Drawings, and as follows:
 - 1. Mechanically fasten with self-drilling No. 10 diameter or larger carbon-steel screws.
- D. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
 - 1. End Joints: Lapped 2 inches minimum.
- E. Roof Sump Pans and Sump Plates: Install over openings provided in roof decking and weld flanges to top of deck. Space welds not more than 6 inches apart with at least 1 weld at each corner.
 - 1. Install reinforcing channels or zees in ribs to span between supports and weld or mechanically fasten.
- F. Miscellaneous Roof Deck Accessories: Install ridge and valley plates, finish strips, cover plates, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld to substrate to provide a complete deck installation.

1. Weld cover plates at changes in direction of roof-deck panels, unless otherwise indicated.
- G. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.
- H. Sound-Absorbing Insulation: If required, installation into topside ribs of deck as specified in Division 07 Section.

3.04 FLOOR DECK INSTALLATION

- A. Fasten floor-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated and as follows:
1. Weld Diameter: 5/8 inch, nominal.
 2. Weld Spacing: Weld edge ribs of panels at each support not more than 12-inches apart and as shown on the drawings.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of half of the span or 36 inches, and as follows:
1. Mechanically fasten with self-drilling No. 10 diameter or larger carbon-steel screws.
 2. Mechanically clinch or button punch.
 3. Fasten with a minimum of 1 1/2-inch long welds.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
1. End Joints: Butted.
- D. Pour Stops: Weld steel sheet pour stops to supporting structure according to SDI recommendations, unless otherwise indicated.
- E. **Girder Fillers: PLEASE NOTE that Use of Girder Fillers is NOT allowed. The deck layout and the need to cut the deck to avoid the use of Girder Fillers shall be taken into consideration when bidding and preparing shop drawings. Shop drawings submitted using girder fillers will be returned NOT reviewed and will be required to be Revised and Resubmitted. Absolutely No Exceptions.**
- F. Floor-Deck Closures: Weld steel sheet column closures, cell closures, and Z-closures to deck, according to SDI recommendations, to provide tight-fitting closures at open ends of ribs and sides of deck.
- G. Hanger Tabs, Slots, or Clips
1. Provide UL approved rolled-in (integral) hanger tabs or punched hanger slots between cells or flutes of lower element where floor deck units are to receive hangers for support of ceiling construction, air ducts, diffusers, or lighting fixtures, only where deck manufacturer allows such loads and provide hanging attachment devices.
 2. Hanger clips designed to clip over male side lap joints of floor deck units may be used instead of hanger tabs or slots.

3. Locate tabs, slots, or clips at not more than 14 inches o.c. in both directions, not over 9 inches from walls at ends, and not more than 12 inches from walls at sides, unless otherwise shown.

3.05 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports. Refer to Section 014533 "Code-Required Special Inspections and Procedures" for additional information.
- B. If required, field welds will be subject to inspection.
- C. If required, testing agency will report test results promptly and in writing to Contractor and Architect.
- D. If required, remove and replace work that does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.06 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on primed surfaces of Galvanized and prime-painted deck immediately after installation, and apply repair paint.
 1. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.
 2. Wire brushing, cleaning, and repair painting of bottom deck surfaces are included in Division 9 Section.
- C. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION

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**SECTION 06 10 00
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rough opening framing for doors, windows, and roof openings.
- B. Communications and electrical room mounting boards.
- C. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2023.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023c.
- C. PS 1 - Structural Plywood 2019.
- D. PS 20 - American Softwood Lumber Standard 2021.
- E. SPIB (GR) - Standard Grading Rules 2021.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: Kiln-dry or MC15.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

2.04 ACCESSORIES

- A. Fasteners and Anchors:

1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Provide the following specific nonstructural framing and blocking:
 1. Cabinets and shelf supports.
 2. Wall brackets.
 3. Handrails.
 4. Grab bars.
 5. Towel and bath accessories.
 6. Wall-mounted door stops.
 7. Chalkboards and marker boards.
 8. Wall paneling and trim.
 9. Joints of rigid wall coverings that occur between studs.

3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
 3. Install adjacent boards without gaps.

3.05 CLEANING

- A. Waste Disposal: See Section 01 74 19 - Construction Waste Management and Disposal.
 1. Comply with applicable regulations.
 2. Do not burn scrap on project site.
 3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 07 01 50.16

MAINTENANCE CLEANING OF MEMBRANE ROOFING

PART 1 PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Pressure washing of roof membrane including membrane flashings, with full water reclamation.

1.02 SUBMITTALS

- A. Product Data: For cleaning compounds.
- B. Work Plan: For maintenance cleaning, including description of means and methods for water reclamation.

1.03 QUALITY ASSURANCE

- A. Operator Qualifications: Trained and approved by manufacturer of cleaning equipment, with a record of successful roofing membrane cleaning.
- B. Regulatory Requirements: Comply with governing EPA regulations. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.04 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately below roof area to be maintained. Conduct operations so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
- B. Protect building to be cleaned, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from maintenance operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

PART 2 PRODUCTS

2.01 CLEANING SYSTEM OPERATORS

- A. Source Limitations: Engage a qualified roofing maintenance cleaning firm to perform cleaning of membrane roofing.
- B. Approved Operators: RoofTec Cleaning Systems, Tremco CPG Inc., Beachwood OH, (800) 562-2728.
- C. Or Equal cleaning method as approved by Architect prior to bid.

2.02 PERFORMANCE REQUIREMENTS

- A. Water Reclamation: Provide maintenance cleaning of membrane roofing that provides 100 percent reclamation of cleaning water and complies with applicable provisions of the US EPA National Pollutant Discharge Elimination System (NPDES) program and requirements of local authorities having jurisdiction.

2.03 MATERIALS

- A. Pre-cleaning Treatment: Detergent-free.
 - 1. Product: Tremco, RoofTec PREKLEEN.
- B. Pressure Wash Cleaning Solution: VOC, detergent, phosphate, and surfactant free.
 - 1. Product: Tremco, RoofTec RENEW Cleaner.

PART 3 EXECUTION

3.01 PREPARATION

- A. Comply with warranty requirements of existing roof membrane manufacturer.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Test existing roof drains to verify that they are not blocked or restricted. Immediately notify Owner of any blockages or restrictions.

- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with maintenance cleaning work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors.

3.02 MAINTENANCE CLEANING OF ROOF MEMBRANE

- A. Pretreat membrane and flashings when recommended by cleaning equipment manufacturer based upon site assessment of membrane condition.
- B. Apply pressure wash cleaning solution onto membrane and flashing surfaces.
- C. Pressure wash membrane and flashings using equipment and methods recommended in writing by cleaning equipment manufacturer for specific application. Utilize rotating wash head equipment operated at not less than 2,000 psi (13,800 kPa). Use equipment utilizing vacuum removal of wash water and residues.

3.03 DISPOSAL

- A. Collect cleaning water and associated cleaning compounds and residual material and process to meet US EPA and local environmental requirements for legal discharge.

END OF SECTION

SECTION 07 01 50.74
REHABILITATION OF SINGLE PLY ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof membrane coating preparation.
- B. Application of reinforced fluid-applied roof membrane and flashings over existing fully adhered EPDM membrane roof.

1.02 ROOFING CONFERENCES

- A. Roofing Rehabilitation Preinstallation Conference: Conduct conference at Project site to review methods and procedures related to roofing system.
 - 1. Meet with Owner; Architect; roofing coating materials manufacturer's representative; roofing rehabilitation Installer including project manager and foreman; and installers whose work interfaces with or affects rehabilitation including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
 - 2. Review temporary protection requirements for existing roofing system that is to remain uncoated, during and after installation.
 - 3. Review methods and procedures related to re-coating preparation, including coating manufacturer's written instructions.
 - 4. Review roof drainage during each stage of coating and review roof drain plugging and plug removal procedures.
 - 5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 6. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect coating.
 - 7. Review HVAC shutdown and sealing of air intakes.
 - 8. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
 - 9. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
 - 10. Review governing regulations and requirements for insurance and certificates if applicable.
 - 11. Review existing conditions that may require notification of Owner before proceeding.

1.03 MATERIALS OWNERSHIP

- A. Demolished materials shall become Contractor's property and shall be removed from Project site.

1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.
- B. Roofing Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.
- C. Patching: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system and replacement with similar materials.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.05 SUBMITTALS

- A. Product Data: For each type of product specified.

- B. Sustainable Design Submittals:
 - 1. Product Test Reports: For roof coating, indicating that coated roof will comply with solar reflectance index requirement.
- C. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
 - 1. Provide manufacturer's UL listing certificate for roofing system.
- D. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.
 - 1. Letter written for this Project indicating manufacturer approval of Installer to apply specified products and provide specified warranty.
- E. Warranties: Unexecuted sample copies of special warranties.
- F. Maintenance Data: To include in maintenance manuals.
- G. Warranties: Executed copies of approved warranty forms.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of three years' experience installing products similar to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
 - 1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Primary product manufacturer that is UL listed for roofing system identical to that specified for this Project with minimum five years' experience in manufacture of comparable products in successful use in similar applications, and able to furnish warranty with provisions matching specified requirements.
 - 1. Approval of Other Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
 - a. Product data, including certified independent test data indicating compliance with requirements.
 - b. Samples of each component.
 - c. Sample submittal from similar project.
 - d. Project references: Minimum of five installations of specified products not less than five years old, with Owner and Architect/Owner's Consultant contact information.
 - e. Sample warranty.
- C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
 - 1. An authorized full-time technical employee of the manufacturer.
 - 2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

1.07 FIELD CONDITIONS

- A. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
 - 1. Store all materials prior to application at temperatures recommended by manufacturer.

2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer.
 3. Do not apply roofing in snow, rain, fog, or mist.
- B. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
 - C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 - D. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - E. Owner will occupy portions of building immediately below re-coating area. Conduct re-coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

1.08 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
 1. Form of Warranty: Manufacturer's standard warranty form.
 2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.
 3. Warranty Period: 20 years from date of completion.
- B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
 1. Inspections to occur in following years: 2, 5, 10, 15 following completion.
- C. Installer Warranty: Installer's warranty signed by Installer, as follows.
 1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.
 2. Scope of Warranty: Work of this Section.
 3. Warranty Period: 2 years from date of completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Inc, www.tremcoroofing.com that are named in other Part 2 articles. Provide specified products or comparable products of one of the following.
 1. Tremco CPG Inc., Basis-of-design.
 2. Pacific Polymers.
 3. Sika.
- B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.02 PERFORMANCE REQUIREMENTS

- A. General Performance: Rehabilitated roofing shall withstand exposure to weather without failure or leaks due to defective manufacture or installation.
 1. Accelerated Weathering: Roofing system shall withstand 5000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Exterior Fire-Test Exposure: Roofing system exterior fire-test exposure performance following application of rehabilitation coating shall not be less than that of the pre-rehabilitated roof

performance when tested in accordance with ASTM E108, based upon manufacturer's tests of identical applications.

- D. Energy Performance: Provide rehabilitated roof meeting initial solar reflectance of 75 when calculated according to ASTM E1980.

2.03 MATERIALS, GENERAL

- A. General: Rehabilitation materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. Infill Materials: Where required to replace test cores and to patch existing roofing, use infill materials matching existing membrane roofing system materials, unless otherwise indicated.
- C. Temporary Roof Drainage: Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

2.04 FLUID-APPLIED ROOFING MEMBRANE COATING

- A. **ROOF SLOPES 1 4:12 AND LESS:** Polyurethane Elastomeric Fluid-Applied System: Two-coat fluid-applied roofing membrane formulated for application over prepared existing roofing substrate.
 - 1. Polyurethane Roof Coating System Base Coat: Single-part moisture-curing, for use with a compatible top coat.
 - a. Basis of design product: Tremco, AlphaGuard MTS Base Coat.
 - b. Combustion Characteristics, UL790: Maintains combustion characteristics of existing roof system.
 - c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
 - d. Accelerated Weathering, 5000 hours, ASTM G154: Pass.
 - e. Hardness, Shore A, minimum, ASTM D2240: 85.
 - f. Solids, by volume, ASTM D2697, minimum: 87 percent.
 - g. Minimum Thickness, Base Coat on Smooth Surface: 48 mils (1.22 mm) wet.
 - 2. Polyurethane roof coating system top coat, low odor low VOC single-part, for application over compatible base coat.
 - a. Basis of design product: Tremco, AlphaGuard MTS Top Coat.
 - b. Combustion Characteristics, UL790: Maintains combustion characteristics of existing roof system.
 - c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
 - d. Solar Reflectance Index (SRI), ASTM E1980: For white, not less than 108.
 - e. Accelerated Weathering, 5000 hours, ASTM G154: Pass.
 - f. Hardness, Shore A, minimum, ASTM D2240: 85.
 - g. Solids, by volume, ASTM D2697: 87.
 - h. Minimum Thickness: 32 mils (0.81 mm) wet over cured base coat.
 - i. Minimum Thickness, Slip-Resistant Coat: 20 mils (0.50 mm) wet.
 - j. Color: White.
- B. **ROOF SLOPES GREATER THAN 1 4:12 (GYMNASIUM ROOF):**
 - 1. Polyurethane Roof Coating System Base Coat: Bio-based, low-odor, low-VOC, two-part, for use with a compatible top coat.
 - a. Basis of design product: Tremco, AlphaGuard BIO Base Coat.
 - b. Combustion Characteristics, UL790: Maintains combustion characteristics of existing roof system.
 - c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 1 g/L.
 - d. Accelerated Weathering, 5000 hours, ASTM G154: Pass.
 - e. Hardness, Shore A, minimum, ASTM D2240: 80.
 - f. Solids, by volume, ASTM D2697, minimum: 100 percent.
 - g. Minimum Thickness, Base Coat reinforced over Single-Ply: 48 mils (1.22 mm) wet.
 - 2. Polyurethane roof coating system top coat, bio-based, low odor, low VOC, two-part, for application over compatible base coat.

- a. Basis of design product: Tremco, AlphaGuard BIO Top Coat.
 - b. Combustion Characteristics, UL790: Maintains combustion characteristics of existing roof system.
 - c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 6 g/L.
 - d. Solar Reflectance Index (SRI), ASTM E1980: For white, not less than 103.
 - e. Accelerated Weathering, 5000 hours, ASTM G154: Pass.
 - f. Hardness, Shore A, minimum, ASTM D2240: 81.
 - g. Solids, by volume, ASTM D2697: 100.
 - h. Minimum Thickness, reinforced system: 32 mils (0.81 mm) wet.
 - i. Minimum Thickness, Slip-Resistant Coat: 24 mils (0.50 mm) wet.
 - j. Color: White.
- C. Primers:
- 1. Primer for Asphaltic and Single-Ply Membranes: Water-based, polymer-modified quick-dry low odor primer.
 - a. Basis of design product: Tremco, AlphaGuard WB Primer.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 1 g/L.
 - c. Solids, by weight: 70 percent.
- D. Fluid-Applied Roofing Reinforcing Fabric:
- 1. For Roof Slopes 1/4:12 and less and for all flashings: Polyester Reinforcing and Protection Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings and as a protection layer under pavers or stone aggregates.
 - a. Basis of design product: Tremco, Permafab.
 - b. Tensile Strength, Minimum, ASTM D5034 (2-inch): MD - 110 lbs. (49.8 kg); XMD - 60 lbs. (27.2 kg) avg.
 - c. Elongation, Minimum, ASTM D5034 (1-inch): MD - 25 percent; XMD - 100 percent.
 - d. Tear Strength, Minimum, ASTM D5587: MD - 20 lbs. (9.0 kg) avg; XMD - 20 lbs. (9.0 kg) avg.
 - e. Weight: 3 oz./sq. yd (102 g/sq. m).
 - 2. For Roof Slopes greater than 1/4:12: Glass Fiber Reinforcing Fabric: Medium-fine fiber, rapid wetting chopped strand mat intended for reinforcement of compatible fluid-applied membranes and flashings.
 - a. Basis of design product: Tremco, AlphaGuard Glass Mat.

2.05 AUXILIARY ROOFING REHABILITATION MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and roofing coating system.
- B. Seam Sealer: Waterproof seam and patching material compatible with applied coating.
- 1. Seam Sealer: Aromatic polyurethane sealer, single-component, high solids, moisture curing, formulated for compatibility and use with a variety of roofing and flashing substrates.
 - a. Basis of design product: Tremco, GEOGARD Seam Sealer.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 189 g/L.
 - c. Tensile Strength, ASTM D412: 270 psi (1860 kPa).
 - d. Tear Strength, ASTM D412: 35 pli (6.13 kNm).
 - e. Elongation, ASTM D412: 220 percent.
 - f. Color: Gray.
- C. Joint Sealant: Elastomeric joint sealant compatible with applied coating, with movement capability appropriate for application.
- 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.

- a. Basis of design product: Tremco, TremSEAL Pro.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
 - c. Hardness, Shore A, ASTM C661: 40.
 - d. Adhesion to Concrete, ASTM C794: 35 pli.
 - e. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
 - f. Color: White.
- D. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.06 WALKWAYS

- A. Slip Resistant Product for Fluid-Applied Walkways:
- 1. Granular Roofing Surfacing: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 (2.36-mm) sieve and 98 percent of mass retained on No. 40 (0.425-mm) sieve.
 - a. Basis of design product: Granular Roofing Surfacing, Colored.
 - b. Aggregate application rate, average: 10 - 15 lb./100 sq ft (0.5 - 0.75 k/m²).
 - c. Color: As selected by Architect from manufacturer's standard colors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings
- 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
 - 2. Verify compatibility with and suitability of substrates.
 - 3. Verify that substrates are visibly dry and free of moisture.
 - 4. Verify that roofing membrane surfaces have adequately aged to enable proper bond with base coat.
 - 5. Verify that roofing membrane is free of blisters, splits, open laps, indications of shrinkage, and puncture damage or other indications of impending roof system failure.
 - 6. Commencing application of coatings indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Protect existing roofing system that is indicated not to be rehabilitated, and adjacent portions of building and building equipment.
- 1. Mask surfaces to be protected. Seal joints subject to infiltration by coating materials.
 - 2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
 - 3. Maintain temporary protection and leave in place until replacement roofing has been completed.
- B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with coating work that could affect indoor air quality or activate smoke detectors in the ductwork.
- 1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
- 1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

3.03 ROOFING COATING PREPARATION

- A. Removal of Wet Insulation: Remove portions of roofing membrane with underlying wet insulation. Remove wet insulation, fill in tear-off areas to match existing insulation and membrane, and prepare patched membrane for application of roof coating per manufacturer's written requirements.
- B. Membrane Surface Preparation:
 - 1. Remove walkway pads and pavers from roofing membrane. Discard damaged pavers.
 - 2. Remove blisters, ridges, buckles, roofing membrane fastener buttons projecting above the membrane, and other substrate irregularities from existing roofing membrane that would inhibit application of uniform, waterproof coating.
 - 3. Broom clean existing substrate.
 - 5. Substrate Cleaning: Clean substrate in accordance with requirements of Division 07 Section "Maintenance Cleaning of Membrane Roofing."
 - 6. Verify that existing substrate is dry before proceeding with application of coating. Spot check substrates with an electrical capacitance moisture-detection meter.
 - 7. Verify adhesion of new products.
- C. Existing Flashing and Detail Preparation: Repair flashings, gravel stops, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.
 - 1. Do not damage metal counter flashings that are to remain. Replace metal counter flashings damaged during removal with counter flashings of same metal, weight or thickness, and finish.
 - 2. Roof Drains: Remove drain strainer and clamping ring. Grind metal surfaces down to clean, bare, metal.
- D. Surface Priming: Prime surfaces to receive fluid-applied coating using coating manufacturer's recommended product for surface material. Apply at application rate recommended by manufacturer.
 - 1. Ensure primer does not puddle and substrate has complete coverage.
 - 2. Allow to cure completely prior to application of coating.

3.04 FLUID-APPLIED FLASHING APPLICATION

- A. Fluid-Applied Flashing and Detail Base Coat Application: Complete base coat and fabric reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane. Apply base coat in accordance with manufacturer's written instructions.
 - 1. Apply base coat on prepared and primed surfaces and spread coating evenly. Extend coating minimum of 8 inches (200 mm) up vertical surfaces and 4 inches (100 mm) onto horizontal surfaces.
 - 2. Back roll to achieve minimum coating thickness indicated on Part 2 product listing unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
 - 3. Reinforcing Fabric: Embed fabric reinforcement into wet base coat. Lap adjacent flashing pieces of fabric minimum 3 inches (75 mm) along edges and 6 inches (150 mm) at end laps.
 - a. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
 - 4. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of fabric reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.

3.05 FLUID-APPLIED MEMBRANE APPLICATION

- A. Fluid-Applied Membrane Base Coat: Apply base coat to field of membrane in accordance with manufacturer's written instructions.
 - 1. Apply base coat on prepared and primed surfaces and spread coating evenly.

2. Back roll to achieve minimum coating thickness indicated on Part 2 product listing unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
 4. Fabric Reinforcement: Embed fabric reinforcement into wet base coat. Lap adjacent pieces of fabric minimum 3 inches (75 mm) along edges and 6 inches (150 mm) at end laps.
 - a. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
- B. Fluid-Applied Membrane Top Coat: Apply top coat to field of membrane and flashings uniformly in a complete, continuous installation.
1. Allow base coat to cure prior to application of top coat.
 2. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.
 3. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
 4. Apply top coat extending coating up vertical surfaces and out onto horizontal surfaces. Install top coat over field base coat and spread coating evenly.
 5. Back roll to achieve minimum coating thickness indicated on Part 2 product listing unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
 6. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

3.06 WALKWAY INSTALLATION

- A. Install walkways following application of coating. Locate as indicated on drawings.
- B. Slip-Resistant Walkway Topcoat: Apply walkway second topcoat following application and curing of top coat. Locate as indicated on Drawings.
1. Mask walkway location with tape.
 2. Prime first top coat prior to application of walkway top coat if walkway top coat is not applied within 72 hours of the first top coat application, using manufacturer's recommended primer.
 3. Apply walkway topcoat and back roll to achieve minimum coating thickness indicated on Part 2 product listing, unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
 4. Broadcast Slip-Resistant Top Coat Aggregate in wet top coat at rate indicated in Part 2 product listing or as otherwise recommended by coating manufacturer.
 - a. Back roll aggregate and top coat creating even dispersal of aggregate. Remove masking immediately.

3.07 FIELD QUALITY CONTROL

- A. Roof Inspection: Contractor shall engage roofing system manufacturer's technical personnel to inspect roofing installation and submit report. Notify Architect 24 hours in advance of dates and times of inspections. Inspect work as follows:
1. Upon completion of preparation of first component of work, prior to application of re-coating materials.
 2. Following application of re-coating to flashings and application of base coat to field of roof.
 3. Upon completion of re-coating but prior to re-installation of other roofing components.
- B. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.
- C. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

3.08 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.

- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

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**SECTION 07 05 53
FIRE AND SMOKE ASSEMBLY IDENTIFICATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification markings for fire and smoke rated partitions, and fire rated walls.

1.02 REFERENCE STANDARDS

- A. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of marking, indicating font, foreground and background colors, wording, and overall dimensions.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.05 FIELD CONDITIONS

- A. Do not install adhered markings when ambient temperature is lower than recommended by label or sign manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Partition Identification Labels:
 - 1. Fire Wall Signs, Inc: www.firewallsigns.com.
 - 2. Safety Supply Warehouse, Inc: www.safetysupplywarehouse.com.

2.02 FIRE AND SMOKE ASSEMBLY IDENTIFICATION

- A. Regulatory Requirements: Comply with "Marking and Identification" requirements of "Fire-Resistance Ratings and Fire Tests" chapter of ICC (IBC).
- B. Adhered Fire and Smoke Assembly Identification Signs: Printed vinyl or paper sign with factory applied adhesive backing.
- C. Languages: Provide sign markings in English.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.

3.02 INSTALLATION

- A. Locate markings as required by ICC (IBC).
- B. Install adhered markings in accordance with manufacturer's instructions.
- C. Install neatly, with horizontal edges level.
- D. Protect from damage until Date of Substantial Completion; repair or replace damaged markings.
- E. Install labeling as follows:
 - 1. At each new penetration through a new or existing fire-rated partition, place a marking label on the wall within 3 feet of penetration on the corridor side, located above the ceiling.
 - 2. Label shall include lettering not less than 3 inches (76 mm) in height with a minimum 3/8 inch (9.5 mm) stroke in a contrasting color.
 - 3. Label shall read: "FIRE AND/OR SMOKE BARRIER—PROTECT ALL OPENINGS" or similar language to be approved by the Architect.

END OF SECTION

**SECTION 07 84 00
FIRESTOPPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Firestopping systems.
- B. Firestopping of joints and penetrations in fire-resistance-rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

1.02 REFERENCE STANDARDS

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials 2022.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems 2023a.
- C. ASTM E2837 - Standard Test Method for Determining the Fire Resistance of Continuity Head-of-Wall Joint Systems Installed Between Rated Wall Assemblies and Nonrated Horizontal Assemblies 2023.
- D. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi 2015, with Editorial Revision (2021).
- E. ITS (DIR) - Directory of Listed Products Current Edition.
- F. FM (AG) - FM Approval Guide Current Edition.
- G. SCAQMD 1168 - Adhesive and Sealant Applications 1989, with Amendment (2022).
- H. UL 1479 - Standard for Fire Tests of Penetration Firestops Current Edition, Including All Revisions.
- I. UL (DIR) - Online Certifications Directory Current Edition.
- J. UL (FRD) - Fire Resistance Directory Current Edition.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
- C. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- D. Sustainable Design Submittal: Submit VOC documentation for nonpreformed materials.
- E. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Manufacturer's qualification statement.
- H. Installer's qualification statement.

1.04 QUALITY ASSURANCE

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
 - 1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
 - 2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at www.icc-es.org will be considered as constituting an acceptable test report.
 - 3. Submission of actual test reports is required for assemblies for which none of the above substantiation exists.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and:
 - 1. Verification of minimum three years documented experience installing work of this type.

1.05 FIELD CONDITIONS

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation; maintain minimum temperature before, during, and for three days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Firestopping Materials: Any materials meeting requirements.
- B. Volatile Organic Compound (VOC) Content: Provide products having VOC content lower than that required by SCAQMD 1168.
- C. Mold and Mildew Resistance: Provide firestopping materials with mold and mildew resistance rating of zero(0) in accordance with ASTM G21.
- D. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.
- E. Fire Ratings: Refer to drawings for required systems and ratings.

2.02 FIRESTOPPING ASSEMBLY REQUIREMENTS

- A. Head-of-Wall (HW) Joint System Firestopping at Joints Between Fire-Rated Wall Assemblies and Non-Rated Horizontal Assemblies: Use system that has been tested according to ASTM E2837 to have fire resistance F Rating equal to required fire rating of wall assembly.
 - 1. Movement: Provide systems that have been tested to show movement capability as indicated.
- B. Through Penetration Firestopping: Use system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.
 - 1. Listing by FM (AG), ITS (DIR), UL (DIR), or UL (FRD) in their certification directories will be considered evidence of successful testing.

2.03 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements.
 - 1. Fire Ratings: Use system that is listed by FM (AG), ITS (DIR), or UL (FRD) and tested in accordance with ASTM E814, ASTM E119, or UL 1479 with F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and in compliance with other specified requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify openings are ready to receive the work of this section.

3.02 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other materials that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to prevent liquid material from leakage.

3.03 INSTALLATION

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.

3.04 CLEANING

- A. Clean adjacent surfaces of firestopping materials.

3.05 PROTECTION

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

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**SECTION 07 92 00
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants 2018 (Reapproved 2022).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- C. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2023.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016 (Reapproved 2023).
- E. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2023.
- F. SCAQMD 1168 - Adhesive and Sealant Applications 1989, with Amendment (2022).

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- F. Executed warranty.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- C. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver sufficient samples to manufacturer for testing.

5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Other joints indicated below.
 2. Do not seal the following types of joints:
 - a. Joints indicated to be treated with manufactured expansion joint cover, or some other type of sealing device.
 - b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - c. Joints where installation of sealant is specified in another section.
 - d. Joints between suspended panel ceilings/grid and walls.
- B. Interior Joints: Use nonsag acrylic emulsion latex sealant, unless otherwise indicated.
 1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
 2. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
- C. Interior Wet Areas: Bathrooms; fixtures in wet areas include plumbing fixtures and other similar items.

2.02 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.03 NONSAG JOINT SEALANTS

- A. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 1. Color: White.
 2. Manufacturers:
 - a. Pecora Corporation; 898NST: www.pecora.com.
 - b. Sika Corporation; Sikasil GP: www.usa-sika.com.
 - c. Sherwin Williams; White Lightning Silicone Rubber Sealant: www.sherwin-williams.com
- B. Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.
 1. Products:
 - a. Pecora Corporation; Pecora BA-98 Non-Skinning Butyl Sealant: www.pecora.com.
 - b. Tremco Commercial Sealants & Waterproofing; Acoustical/Curtainwall Sealant: www.tremcosealants.com.

2.04 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 2. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

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**SECTION 08 06 71
DOOR HARDWARE SCHEDULE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Schedule of door hardware sets for swinging and other door types as indicated on drawings.

1.02 REFERENCE STANDARDS

- A. BHMA (CPD) - Certified Products Directory Current Edition.
- B. BHMA A156.5 - Cylinders and Input Devices for Locks 2020.
- C. BHMA A156.18 - Materials and Finishes 2020.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed in Door Hardware Schedule or Section 08 71 00 are considered acceptable. Products of other manufacturers are subject to Architects approval.
- B. Obtain each type of door hardware as indicated from a single manufacturer and single supplier.
- C. Products are listed and certified compliant with specified standards by BHMA (CPD).
- D. Manufacturer's Abbreviations: Coordinate with manufacturers listed in Section 08 71 00.
 - 1. BAS - Best Access Systems.
 - 2. PEM - Pemko.
 - 3. ROC - Rockwood.
 - 4. SA - Sargent.

2.02 DESCRIPTION

- A. Door hardware sets provided represent the design intent, they are only a guideline and should not be considered a detailed or complete hardware schedule.
 - 1. Necessary items that are not included in a Hardware Set should be added and have the appropriate additional hardware as required for proper application and functionality.
 - 2. Door hardware supplier is responsible for providing proper size and hand of door for products required in accordance with Door Hardware Schedule and as indicated on drawings.
 - 3. Quantities listed are for each Pair (PR) of doors, or for each Single (SGL) door, as indicated in hardware sets.

2.03 LOCK FUNCTION CODES

- A. Function Codes for Cylindrical Locks: Complying with BHMA A156.5.
 - 1. Code F76; Privacy Lock: Outside knob/lever locked by pushbutton on inside knob/lever. Rotating inside knob/lever or closing door releases/unlocks button. Emergency release in outside knob/lever.
 - 2. Code F84; Classroom Lock: Outside knob/lever locked/unlocked by key in outside knob/lever. Inside knob/lever always free. Deadlocking latchbolt.
 - 3. Code F86; Storeroom Lock: Outside knob/lever always locked/rigid. Latchbolt retracted by key in outside knob/lever or by rotating inside knob/lever. Inside knob/lever always free. Deadlocking latchbolt.

2.04 FINISHES

- A. Finishes: Complying with BHMA A156.18.
 - 1. Code 612: Satin bronze plated over nickel, with brass or bronze base material (former US equivalent US10).
 - 2. Code 691: Light bronze painted, with any base material (former US equivalent US10).

PART 3 EXECUTION

3.01 PROVIDE THE FOLLOWING HARDWARE SETS AT INTERIOR DOORS:

A. Hardware Set No. 1. Provide each opening with the following:

1	Continuous Hinge	Full Mortise_FM_HD	Dk. Brz.	PEM
1	Lockset	9K30L15DS3612, Privacy	612	BAS
1	Wall Stop	409, Concave	612	ROC
1	Kick Plate	K1050, 8"high	612	ROC

B. Hardware Set No. 2. Provide each opening with the following:

1	Continuous Hinge	Full Mortise_FM_HD	Dk. Brz.	PEM
1	Lockset	9K37R15DS3612, Classroom	612	BAS
1	Core	SFIC, match owners keying	612	BAS
1	Closer	351 - Heavy Duty, Regular Arm	612/691	SA
1	Kick Plate	K1050, 8" high	612	ROC
1	Set of Smoke Seals	S88GR	Grey	PEM
1	Hold-open Magnet	Existing - Reinstall on new door	--	--
3	Hinge Filler Plates	Size as required, V.I.F.	--	ROC

C. Hardware Set No. 3. Provide each opening with the following:

1	Continuous Hinge	Full Mortise_FM_HD	Dk. Brz.	PEM
1	Lockset	9K37D15DS3612, Storeroom	612	BAS
1	Core	SFIC, match owners keying	612	BAS
1	Closer	351 - Heavy Duty, Regular Arm	612/691	SA
1	Kick Plate	K1050, 8" high	612	ROC
1	Set of Smoke Seals	S88GR	Grey	PEM
3	Hinge Filler Plates	Size as required, V.I.F.	--	ROC

D. Hardware Set No. 4. Provide each opening with the following:

1	Continuous Hinge	Full Mortise_FM_HD	Dk. Brz.	PEM
1	Lockset	9K30L15DS3612, Privacy	612	BAS
1	Closers	351 - Heavy Duty, Regular Arm	612/691	SA
1	Kick Plate	K1050, 8" high	612	ROC
1	Set of Smoke Seals	S88GR	Grey	PEM
1	Wall Stop	409, Concave	612	ROC

END OF SECTION

**SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Fire-rated hollow metal doors and frames.

1.02 ABBREVIATIONS AND ACRONYMS

- A. ANSI: American National Standards Institute.
- B. ASCE: American Society of Civil Engineers.
- C. HMMA: Hollow Metal Manufacturers Association.
- D. NAAMM: National Association of Architectural Metal Manufacturers.
- E. NFPA: National Fire Protection Association.
- F. SDI: Steel Door Institute.
- G. UL: Underwriters Laboratories.

1.03 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors 2022.
- C. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2023.
- D. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2020.
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- F. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
- G. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2023.
- H. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames 2016.
- I. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- J. ITS (DIR) - Directory of Listed Products Current Edition.
- K. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames 2002.
- L. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames 2011.
- M. NAAMM HMMA 840 - Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2017.
- N. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames 2014.
- O. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2022.
- P. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies 2022.
- Q. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames 2023.
- R. UL (DIR) - Online Certifications Directory Current Edition.
- S. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Samples: Submit two samples of metal, 2 by 2 inches in size, showing factory finishes, colors, and surface texture.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience and approved by manufacturer.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Curries, an Assa Abloy Group company: www.assaabloydss.com.
 - 2. Approved equivalent.

2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
 - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 - 3. Door Edge Profile: Manufacturers standard for application indicated.
 - 4. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturer's standard.
 - 5. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
 - 6. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvanized) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

- A. Interior Doors, Non-Fire-Rated:
 - 1. Basis of Design: Curries, CURRIStain, to match existing doors in the building.
 - 2. Grade: ANSI A250.8 Level 2, physical performance Level B, Model 2, seamless.
 - a. Level 2 - Heavy-duty.
 - b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 2 - Seamless.
 - 3. Door Thickness: 1-3/4 inches, nominal.
- B. Fire-Rated Doors:
 - 1. Basis of Design: Curries, CURRIStain, to match existing doors in the building.
 - 2. Grade: ANSI A250.8 Level 2, physical performance Level B, Model 2, seamless.
 - a. Level 2 - Heavy-duty.
 - b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 2 - Seamless.
 - d. Door Face Metal Thickness: 18 gage, 0.042 inch, minimum.
 - 3. Fire Rating: As indicated on Door Schedule, tested in accordance with UL 10C and NFPA 252 ("positive pressure fire tests").
 - a. Provide units listed and labeled by UL (DIR) or ITS (DIR).
 - b. Attach fire rating label to each fire rated unit.
 - 4. Door Core Material: Manufacturers standard core material/construction in compliance with requirements.
 - 5. Door Thickness: 1-3/4 inches, nominal.
 - 6. Door Face Sheets: Embossed with wood grain.
 - 7. Door Finish: Factory finished, to match existing doors in the building.
 - a. Wood Species: Birch.
 - b. Base Coat: Madera.
 - c. Stain: CPCS - 186.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Frame Finish: Factory primed and field finished.
- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
 - 1. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
- D. Door Frames, Fire-Rated: Full profile/continuously welded type.
 - 1. Fire Rating: Same as door, labeled.
 - 2. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.

2.05 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.06 ACCESSORIES

- A. Door Window Frames: Door window frames with glazing securely fastened within door opening.
 - 1. Size: As indicated on drawings.
 - 2. Frame Material: 18 gauge, 0.0478 inch, galvanized steel.
 - 3. Metal Finish: Same as door face sheet.
- B. Glazing: As specified in Section 08 88 13.
- C. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- D. Filler: Sandable body filler to fill all dimples and exposed fasteners.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Install door hardware as specified in Section 08 71 00.
- E. Comply with glazing installation requirements of Section 08 88 13.
- F. Touch up damaged factory finishes.

3.03 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Requirements for Fire Rated Hollow Metal Doors:
 - 1. Maximum clearance at top and hinge edges: 1/8 inch.
 - 2. Maximum clearance at single door lock edge: 1/8 inch.
 - 3. Maximum clearance at pair meeting edge: 1/4 inch total, 1/8 inch per leaf.
 - 4. Maximum clearance at bottom edge: 1/2 inch from top of decorative floor covering; 3/4 inch from top of non-combustible floor; 3/8 inch from top of non-combustible sill or threshold.
- C. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.04 ADJUSTING

- A. Adjust for smooth and balanced door movement.

3.05 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

**SECTION 08 31 00
ACCESS DOORS AND PANELS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall- and ceiling-mounted access units.

1.02 REFERENCE STANDARDS

- A. ITS (DIR) - Directory of Listed Products Current Edition.
- B. UL (FRD) - Fire Resistance Directory Current Edition.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- C. Project Record Documents: Record actual locations of each access unit.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

PART 2 PRODUCTS

2.01 ACCESS DOORS AND PANELS ASSEMBLIES

- A. Wall-Mounted Units:
 - 1. Panel Material: Steel.
 - 2. Sizes:
 - a. 12 x 12 inches where easily accessible to items above.
 - b. 18 x 18 inches where partial person access is required.
 - c. 24 x 24 inches where entire person access is required.
 - 3. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.
 - 4. Gypsum Board Mounting Criteria: Provide drywall bead frame with door surface flush with wall surface.
- B. Fire-Rated Wall-Mounted Units:
 - 1. Wall Fire-Rating: As indicated on drawings.
 - 2. Panel Material: Steel.
 - 3. Door/Panel: Insulated double-surface panel, with tool-operated spring or cam lock and no handle.
- C. Ceiling-Mounted Units:
 - 1. Panel Material: Steel.
 - 2. Size - Lay-In Grid Ceilings: To match module of ceiling grid.
 - 3. Size - Other Ceilings: 12 by 12 inches.

2.02 WALL- AND CEILING-MOUNTED ACCESS UNITS

- A. Manufacturers:
 - 1. ACUDOR Products Inc: www.acudor.com.
 - 2. Babcock-Davis: www.babcockdavis.com.
 - 3. Cendrex, Inc: www.cendrex.com.
 - 4. Karp Associates, Inc: www.karpinc.com.
 - 5. Nystrom, Inc: www.nystrom.com.
- B. Wall- and Ceiling-Mounted Units: Factory-fabricated door and frame, fully assembled units with corner joints welded, filled and ground flush; square and without rack or warp; coordinate requirements with type of installation assembly being used for each unit.
 - 1. Door Style: Single thickness with rolled or turned in edges.
 - 2. Frames: 16-gauge, 0.0598-inch minimum thickness.

3. Single Steel Sheet Door Panels: 16-gauge, 0,0625-inch minimum thickness.
4. Double-Skinned Hollow Steel Sheet Door Panels: 16-gauge, 0.059-inch minimum thickness, on both sides and along each edge.
5. Units in Fire-Rated Assemblies: Fire rating as required by applicable code for fire-rated assembly that access doors are being installed.
 - a. Provide products listed by ITS (DIR) or UL (FRD) as suitable for purpose indicated.
6. Steel Finish: Primed.
7. Primed and Factory Finish: Polyester powder coat; color as selected by Architect from manufacturer's standard colors.
8. Hardware:
 - a. Hardware for Fire-Rated Units: As required for listing.
 - b. Hinges for Non-Fire-Rated Units: Concealed, constant force closure spring type.
 - c. Handle: No handle.
 - d. Latch/Lock: Screw driver slot for quarter turn cam latch.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that rough openings are correctly sized and located.
- B. Begin installation only after substrates have been properly prepared, and if the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to proceeding with this work.
- B. Prepare surfaces using methods recommended by manufacturer for applicable substrates in accordance with project conditions.

3.03 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in openings, and secure units rigidly in place.
- C. Position units to provide convenient access to concealed equipment when necessary.

END OF SECTION

**SECTION 08 71 00
DOOR HARDWARE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for hollow metal doors.
- B. Hardware for fire-rated doors.
- C. Weatherstripping and gasketing.

1.02 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. BHMA (CPD) - Certified Products Directory Current Edition.
- C. BHMA A156.2 - Bored and Preassembled Locks and Latches 2022.
- D. BHMA A156.4 - Door Controls - Closers 2019.
- E. BHMA A156.5 - Cylinders and Input Devices for Locks 2020.
- F. BHMA A156.16 - Auxiliary Hardware 2023.
- G. BHMA A156.22 - Standard for Gasketing 2021.
- H. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames 2016.
- I. DHI (H&S) - Sequence and Format for the Hardware Schedule 2019.
- J. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- K. ITS (DIR) - Directory of Listed Products Current Edition.
- L. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2022.
- M. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- N. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies 2022.
- O. UL (DIR) - Online Certifications Directory Current Edition.
- P. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- C. Match owner's existing keying system. Convey owner's keying requirements to the manufacturer.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Hardware Suppliers Qualifications: Submit verification that hardware submittals have been prepared by a DHI certified Architectural Hardware Consultant (AHC) or a DHI certified Door & Hardware Consultant (DHC). When applicable, submit verification that electrified hardware has been prepared by a DHI certified Electrified Hardware Consultant (EHC).
- C. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- D. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.

1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).
 2. Comply with DHI (H&S) using door numbers and hardware set numbers as indicated in construction documents.
 3. List groups and suffixes in proper sequence.
 4. Provide complete description for each door listed.
 5. Provide manufacturer name, product names, and catalog numbers; include functions, types, styles, sizes and finishes of each item.
 6. Include account of abbreviations and symbols used in schedule.
- E. Keying Schedule: Submit for approval by Owner.
- F. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- G. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 60 00 - Product Requirements, for additional provisions.
 2. Tools: One set of each special wrench or tool applicable for each different or special hardware component, whether supplied by hardware component manufacturer or not.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.
- C. Supplier Qualifications: Company with certified Architectural Hardware Consultant (AHC) to assist in work of this section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.
- B. Deliver keys with identifying tags to Owner by secure shipment direct from hardware supplier.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Warranty against defects in material and workmanship for period indicated, from Date of Substantial Completion.
 1. Closers: Twenty-five years, minimum.
 2. Locksets and Cylinders: Seven years, minimum.
 3. Other Hardware: One year, minimum.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 1. Applicable provisions of federal, state, and local codes.
 2. Accessibility: ADA Standards and ICC A117.1.
 3. Applicable provisions of NFPA 101.
 4. Fire-Rated Doors: NFPA 80, listed and labeled by qualified testing agency for fire protection ratings indicated, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
 5. Hardware on Fire-Rated Doors: Listed and classified by UL (DIR) or ITS (DIR) as suitable for application indicated.
 6. Listed and certified compliant with specified standards by BHMA (CPD).

7. Auxiliary Hardware: BHMA A156.16.
 8. Hardware Preparation for Steel Doors and Steel Frames: BHMA A156.115.
- D. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series. See Section 08 0671 for listing of hardware sets.
- E. Fasteners:
1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
 - a. Aluminum fasteners are not permitted.
 - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.
 2. Provide spacers or sex bolts with sleeves for through bolting of hollow metal doors and frames.
 3. Fire-Rated Applications: Comply with NFPA 80.
 - a. Provide wood or machine screws for hinges mortised to doors or frames, strike plates to frames, and closers to doors and frames.
 - b. Provide steel through bolts for attachment of surface mounted closers, hinges, or exit devices to door panels unless proper door blocking is provided.

2.02 CONTINUOUS GEARED HINGES

- A. Manufacturers:
1. Assa Abloy McKinney; Product MCK-25HD: www.assaabloydss.com.
 2. Assa Abloy Pemko; Product FMHD: www.assaabloydss.com.
 3. Ives; Product 224HD: us.allegion.com.
 4. Roton; Product 224HD: www.hagerco.com.
 5. Select Products; Product SL-24HD: www.select-hinges.com.

2.03 LOCK CYLINDERS

- A. Lock Cylinders: Provide key access on outside of each lock, unless otherwise indicated.
1. Provide small format interchangeable core (SFIC) type cylinders, Grade 1, with seven-pin core in compliance with BHMA A156.5 at locations indicated.
 2. Provide cylinders from same manufacturer as locking device.
 3. Provide cams and/or tailpieces as required for locking devices.
 4. Locks to be keyed to match owner's existing building keying system.

2.04 CYLINDRICAL LOCKS

- A. Manufacturers:
1. Corbin Russwin; an Assa Abloy Group company; Product CL3300: www.assaabloydss.com.
 2. Assa Abloy Sargent; Product 10 Line: www.assaabloydss.com.
 3. Best, dormakaba Group; 9K Series: www.bestaccess.com.
 4. Schlage, an Allegion brand; ND Series: www.allegion.com/us.
- B. Cylindrical Locks (Bored): Comply with BHMA A156.2, Grade 1, 4000 Series.
1. Bored Hole: 2-1/8 inch diameter.
 2. Latchbolt Throw: 1/2 inch, minimum.
 3. Backset: 2-3/4 inch unless otherwise indicated.
 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.
 5. Provide a lock for each door, unless otherwise indicated that lock is not required.
 6. Trim: Provide lever handle or pull trim on outside of each lock, unless otherwise indicated.

2.05 CLOSERS

- A. Manufacturers; Surface Mounted:
1. Best, dormakaba Group; HD8000: www.bestaccess.com.
 2. Sargent; an Assa Abloy Group company; 351 Series: www.assaabloydss.com.

3. LCN, an Allegion brand; 4040XP: www.allegion.com/us.
- B. Closers: Comply with BHMA A156.4, Grade 1.
 1. Type: Surface mounted to door.
 2. Provide door closer on each fire-rated and smoke-rated door.
 3. At corridor entry doors, mount closer on room side of door.
 4. Provide brackets where required by frame condition.

2.06 KICK PLATES

- A. Manufacturers:
 1. Ives, an Allegion brand: www.allegion.com/us.
 2. Trimco: www.trimcohardware.com.
 3. Rockwood, an Assa Abloy Group company: www.assaabloydss.com.
- B. Kick Plates: Provide along bottom edge of push side of every door with closer, except aluminum storefront and glass entry doors, unless otherwise indicated.
 1. Size: 8 inch high by 2 inch less door width (LDW) on push side of door.

2.07 WALL STOPS

- A. Manufacturers:
 1. Rockwood; an Assa Abloy Group company: www.assaabloydss.com.
 2. Ives, an Allegion brand: www.allegion.com/us.
- B. Wall Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
 1. Type: Bumper, concave, wall stop.
 2. Material: Aluminum housing with rubber insert.

2.08 WEATHERSTRIPPING AND GASKETING

- A. Manufacturers:
 1. Pemko; an Assa Abloy Group company: www.assaabloydss.com.
 2. Hager Companies: www.hagerco.com.
 3. National Guard Products, Inc: www.ngpinc.com.
 4. Zero International, Inc: www.zerointernational.com.
- B. Weatherstripping and Gasketing: Comply with BHMA A156.22.
 1. Head and Jamb Type: Self-adhesive.
 2. Material: Rubber.
 3. Provide gasketing for smoke and draft control doors all fire-rated doors that complies with local codes, requirements of assemblies tested in accordance with UL 1784.

2.09 FINISHES

- A. Finishes: Identified in Section 08 0671 - Door Hardware Schedule.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Install hardware on fire-rated doors and frames in accordance with applicable codes and NFPA 80.
- C. Use templates provided by hardware item manufacturer.
- D. Do not install surface mounted items until application of finishes to substrate are fully completed.

3.03 FIELD QUALITY CONTROL

- A. Provide an Architectural Hardware Consultant (AHC) to inspect installation and certify that hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.04 ADJUSTING

- A. Adjust hardware for smooth operation.
- B. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.06 PROTECTION

- A. Do not permit adjacent work to damage hardware or finish.

END OF SECTION

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**SECTION 08 87 23
SAFETY AND SECURITY FILMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glazing film applied to new glazing assemblies.
- B. New Glazing: Factory or shop install film to glazing before installation in doors.

1.02 REFERENCE STANDARDS

- A. ASTM D882 - Standard Test Method for Tensile Properties of Thin Plastic Sheeting 2018.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023c.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Record of product certification for safety requirements.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Shop Drawings: Detailing installation of film, anchoring accessories, and sealant.
- D. Samples: For each film product to be used, minimum size 4 inches by 4 inches, representing actual product.
- E. Test Reports: Detailed reports of full-scale chamber tests to specified criteria, using assemblies identical to those required for this project.
- F. Specimen Warranty.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Glazing film manufacturer specializing in manufacture of safety glazing films with minimum 5 years successful experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of authorities having jurisdiction.

1.06 FIELD CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.07 WARRANTY

- A. Provide 10 year manufacturer's replacement warranty to cover film against peeling, cracking, discoloration, and deterioration.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Glazing Film: Transparent polyester film for permanent bonding to glass.
 - 1. Thickness: 0.017 inch, minimum.
 - 2. Color: Clear.
 - 3. Construction: Multi-ply laminate.
 - 4. Adhesive Type: Pressure sensitive acrylic.
 - 5. Tensile Strength: 32,000 psi minimum when tested in accordance with ASTM D882.
 - 6. Breaking Strength: 450 psi when tested in accordance with ASTM D882.

7. Elongation at Break: 230 percent.
 8. Surface Burning Characteristics: Flame spread index of 25, maximum, and smoke developed index of 450, maximum, when tested in accordance with ASTM E84 (Class A).
 9. Basis of Design: SafetyShield 1500 by Madico.
- B. Accessory Materials: As recommended or required by film manufacturer.
 - C. Glass Cleaner: As recommended by glazing film manufacturer.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean glass of dust, dirt, paint, oil, grease, mildew, mold, and other contaminants that would inhibit adhesion.
- B. Immediately prior to applying film, thoroughly wash glass with neutral cleaning solution.
- C. Protect adjacent surfaces.
- D. Do not begin installation until substrates have been properly prepared.

3.02 INSTALLATION

- A. Do not apply glazing film when surface temperature is less than 40 degrees F or if precipitation is imminent.
- B. Install in accordance with manufacturer's instructions, without air bubbles, wrinkles, streaks, bands, thin spots, pinholes, or gaps, as required to achieve specified performance.
- C. Apply to glazing prior to installation in door.
- D. Accurately cut film with straight edges to required sizes allowing 1/16 inch to 1/8 inch gap at perimeter of glazed panel unless otherwise required by anchorage method.
- E. Clean glass and anchoring accessories following installation. Remove excess sealants and other glazing materials from adjacent finished surfaces.
- F. Remove labels and protective covers.

3.03 PROTECTION

- A. Protect installed products until completion of project.
- B. Replace damaged products before Date of Substantial Completion.

3.04 SCHEDULE

- A. Application: To be applied to all glazing in all new doors. Refer to the drawings for door types and glazing sizes.

END OF SECTION

**SECTION 08 88 13
FIRE-RATED GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire-rated glazing units.
- B. Glazing compounds.

1.02 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test 2015 (Reaffirmed 2020).
- C. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers 2005 (Reapproved 2019).
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- E. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass 2019.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016 (Reapproved 2023).
- G. GANA (SM) - GANA Sealant Manual 2008.
- H. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. ITS (DIR) - Directory of Listed Products Current Edition.
- J. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies 2022.
- K. NFPA 257 - Standard on Fire Test for Window and Glass Block Assemblies 2022.
- L. UL (DIR) - Online Certifications Directory Current Edition.
- M. UL 9 - Standard for Fire Tests of Window Assemblies Current Edition, Including All Revisions.
- N. UL 10B - Standard for Fire Tests of Door Assemblies Current Edition, Including All Revisions.
- O. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data on Glazing Unit Glazing Types: Provide structural, physical, and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.

PART 2 PRODUCTS

2.01 GLASS MATERIALS

- A. Laminated Glass: Float glass laminated in accordance with ASTM C1172.
 - 1. Laminated Safety Glass: Comply with ANSI Z97.1 - Class B or 16 CFR 1201 - Category II impact test requirements.
 - 2. Polyvinyl Butyral (PVB) Interlayer: 0.030 inch thick, minimum.

2.02 GLAZING UNITS

- A. Fire-Protection-Rated Glazing: Type, thickness, and configuration of glazing that contains flame, smoke, and does not block radiant heat, as required to achieve indicated fire rating period of 90 minutes or less.
 - 1. Applications:
 - a. Glazing in fire-rated door assemblies.
 - 2. Glass Type: Specialty tempered float glass.
 - 3. Provide products listed by ITS (DIR) or UL (DIR) and approved by authorities having jurisdiction.
 - 4. Safety Glazing Certification: 16 CFR 1201 Category II.
 - 5. Glazing Method: As required for fire rating.
 - 6. Fire-Rating Period: As indicated on drawings.
 - 7. Markings for Fire-Protection-Rated Glazing Assemblies: Provide permanent markings on fire-protection-rated glazing in compliance with ICC (IBC), local building code, and authorities having jurisdiction
 - a. "D" - meets fire door assembly criteria of NFPA 252, UL 10B, or UL 10C fire test standards.
 - b. "OH" - meets fire window assembly criteria, including hose stream test of NFPA 257 or UL 9 fire test standards.
 - c. "H" - meets fire door assembly hose stream test of NFPA 252, UL 10B, or UL 10C fire tests standards.
 - d. "XXX" - placeholder that represents fire-rating period, in minutes.
 - 8. Products:
 - a. SCHOTT North America Inc; PYRAN Platinum L (Laminated Safety Glass): www.us.schott.com.
 - b. Technical Glass Products; Firelite Plus: www.fireglass.com.
 - c. Vetrotech North America; Keralite L: www.vetrotechusa.com.

2.03 GLAZING COMPOUNDS

- A. Silicone Sealant: Single component; neutral curing; capable of water immersion without loss of properties; nonbleeding, nonstaining; ASTM C920 Type S, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 15 to 25; color as selected.

2.04 ACCESSORIES

- A. Setting Blocks: Aluminum silicate, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Continuous by one half the height of glazing stop by thickness to suit application, self adhesive on one face.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that minimum required face and edge clearances are provided.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.
- D. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry immediately before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION - GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers unless more stringent requirements are indicated, including those in referenced glazing standards.
- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- D. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- E. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.
- F. Prevent glass from contact with contaminating substances that may result from construction operations including, but not limited to weld spatter, fire-safing, plastering, mortar droppings, etc.

3.04 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than four days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.05 PROTECTION

- A. After installation, mark pane with 'X' by using removable plastic tape or paste.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION

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**SECTION 09 05 61
COMMON WORK RESULTS FOR FLOORING PREPARATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
- B. Removal of existing floor coverings.
- C. Patching compound.
- D. Remedial floor coatings.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Unit Price for Remedial Floor Coating or Sheet Membrane: Do not include the cost of the floor coating or underlayment in the base bid; state on the bid form the unit price per square foot for the floor coating or underlayment, installed, in the event such remediation is required.

1.03 REFERENCE STANDARDS

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters, and Gypsum Concrete 2020.
- C. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2023.
- D. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- E. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings 2018.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

1.05 SUBMITTALS

- A. Visual Observation Report: For existing floor coverings to be removed.
- B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
 - 1. Moisture and alkalinity (pH) limits and test methods.
 - 2. Manufacturer's required bond/compatibility test procedure.
- C. Testing Agency's Report:
 - 1. Description of areas tested; include floor plans and photographs if helpful.
 - 2. Summary of conditions encountered.
 - 3. Moisture and alkalinity (pH) test reports.
 - 4. Copies of specified test methods.
 - 5. Recommendations for remediation of unsatisfactory surfaces.
 - 6. Submit report to Architect.
 - 7. Submit report not more than two business days after conclusion of testing.
- D. Adhesive Bond and Compatibility Test Report.
- E. Copy of RFCI (RWP).

1.06 QUALITY ASSURANCE

- A. Moisture and alkalinity (pH) testing shall be performed by the Contractor or by an independent testing agency employed and paid by Contractor.
- B. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.

- C. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
 - 1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.
- D. Contractor's Responsibility Relating to Independent Agency Testing:
 - 1. Provide access for and cooperate with testing agency.
 - 2. Confirm date of start of testing at least 10 days prior to actual start.
 - 3. Allow at least 4 business days on site for testing agency activities.
 - 4. Achieve and maintain specified ambient conditions.
 - 5. Notify Architect when specified ambient conditions have been achieved and when testing will start.
- E. Remedial Coating Installer Qualifications: Company specializing in performing work of the type specified in this section, trained by or employed by coating manufacturer, and able to provide at least 3 project references showing at least 3 years' experience installing moisture emission coatings.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

1.08 FIELD CONDITIONS

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F or more than 85 degrees F.
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
 - 1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
 - 2. Latex or polyvinyl acetate additions are permitted; gypsum content is prohibited.
 - 3. Compressive Strength: 3500 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.
 - 4. Products:
 - a. ARDEX Engineered Cements; ARDEX Feather Finish: www.ardexamericas.com.
 - b. CMP Specialty Products; Prepstar: www.cmpsp.com.
 - c. TEC, an H.B. Fuller Construction Products Brand; TEC Feather Edge Skim Coat: www.tecspecialty.com.
- B. Alternate Flooring Adhesive: Floor covering manufacturer's recommended product, suitable for the moisture and pH conditions present; low-VOC. In the absence of any recommendation from flooring manufacturer, provide a product recommended by adhesive manufacturer as suitable for substrate and floor covering and for conditions present.
- C. Remedial Floor Coating: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
 - 1. Thickness: 1/8 inch, maximum.

2. Products:
 - a. ARDEX Engineered Cements; Ardex MC Rapid with ARDEX V 1200 Self-Leveling Underlayment: www.ardexamericas.com.
 - b. CMP Specialty Products; Lockdown with Level-1 underlayment: www.cmpsp.com.
 - c. Koster American Corporation; Koster VAP I 2000 with Koster SL Premium overlay: www.kosterusa.com.
 - d. LATICRETE International, Inc; LATICRETE NXT Vapor Reduction Coating with LATICRETE NXT Level Plus: www.laticrete.com.
 - e. Penetron Specialty Products; VB 225 with Leveline 15 Self-Leveling Underlayment.

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
 - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
 - b. Removal of existing floor covering.
 2. Existing concrete slabs with coatings or penetrating sealers/hardeners/dustproofers:
 - a. Do not attempt to remove coating or penetrating material.
 - b. Do not abrade surface.
 3. Preliminary cleaning.
 4. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
 5. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 6. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 7. Specified remediation, if required.
 8. Patching, smoothing, and leveling, as required and as specified.
 9. Other preparation specified.
 10. Adhesive bond and compatibility test.
 11. Protection.
- B. Remediations:
 1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
 2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
 3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI (RWP), as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINARY CLEANING

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive

laitance, mold, mildew, and other materials that might prevent adhesive bond.

- B. Do not use solvents or other chemicals for cleaning.

3.04 MOISTURE VAPOR EMISSION TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 7 pounds per 1,000 square feet per 24 hours.
- F. Report: Report the information required by the test method.

3.05 INTERNAL RELATIVE HUMIDITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F2170 Procedure A and as follows.
- D. Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.
- F. Report: Report the information required by the test method.

3.06 ALKALINITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.07 PREPARATION

- A. See individual floor covering section(s) for additional requirements.
- B. Contractor shall prepare new and existing floor surfaces as necessary and as required to provide 100 percent guarantee of new flooring.
- C. Comply with requirements and recommendations of floor covering manufacturer.
- D. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
 - 1. Provide skim coat of patching compound over 100 percent of all existing concrete floors scheduled to receive new floor finish.
- E. Do not fill expansion joints, isolation joints, or other moving joints.

3.08 ADHESIVE BOND AND COMPATIBILITY TESTING

- A. Comply with requirements and recommendations of floor covering manufacturer.

3.09 APPLICATION OF REMEDIAL FLOOR COATING

- A. Comply with requirements and recommendations of coating manufacturer.

3.10 PROTECTION

- A. Cover prepared floors with building paper or other durable covering.

END OF SECTION

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**SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Metal channel ceiling framing.
- C. Acoustic insulation.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.

1.02 REFERENCE STANDARDS

- A. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing 2020.
- B. AISI S240 - North American Standard for Cold-Formed Steel Structural Framing 2015, with Errata (2020).
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- D. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members 2015.
- E. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories 2020.
- F. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board 2017 (Reapproved 2022).
- G. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing 2023.
- H. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products 2020.
- I. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board 2020.
- J. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs from 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness 2022.
- K. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs 2022.
- L. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base 2019.
- M. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2017.
- N. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels 2023.
- O. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber 2021.
- P. GA-216 - Application and Finishing of Gypsum Panel Products 2021.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data:

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.

2.02 METAL FRAMING MATERIALS

- A. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S220 or equivalent.
- B. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
 - 2. Marino: www.marinoware.com.
 - 3. Phillips Manufacturing Co: www.phillipsmfg.com.
- C. Nonstructural Framing System Components: AISI S220; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf.
 - 1. Minimum Framing Thickness:
 - a. Wall Height 0 feet to 20 feet: 22 gauge/0.027 inches/27 mils.
 - 2. Studs: C-shaped with knurled or embossed faces.
 - 3. Runners: U shaped, sized to match studs.
 - 4. Ceiling Channels: C-shaped.
- D. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and braced with continuous bridging both sides.
- E. Deflection and Firestop Track: Intumescent strip factory-applied to track flanges expands when exposed to heat or flames to provide a perimeter joint seal.
 - 1. Products:
 - a. ClarkDietrich Building Systems; BlazeFrame Firestop Deflection Track: www.clarkdietrich.com.
- F. Preformed Top Track Firestop Seal:
 - 1. Provide components UL-listed for use in UL-listed fire-resistance-rated head of partition joint systems indicated on drawings.
 - 2. Products:
 - a. Hilti, Inc; Top Track Seal CFS TTS: www.us.hilti.com.
 - b. Specified Technologies Inc; SpeedFlex TTG Track Top Gasket: www.stfirestop.com.
- G. Non-structural Framing Accessories:
 - 1. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
 - 2. Framing Connectors: ASTM A653/A653M G90 galvanized steel clips; secures cold rolled channel to wall studs for lateral bracing.
 - a. Products:
 - 1) ClarkDietrich Building Systems; FastBridge Clip (FB33): www.clarkdietrich.com.
- H. Grid Suspension Systems: Steel grid system of main tees and support bars connected to structure using hanging wire.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 3. National Gypsum Company: www.nationalgypsum.com.
 - 4. USG Corporation: www.usg.com.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and soffits, unless otherwise indicated.

2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold resistant board is required at all locations.
 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 4. Mold-Resistant, Paper-Faced Products:
 - a. CertainTeed Corporation; M2Tech 5/8" Type X Moisture & Mold Resistant Drywall: www.certainteed.com.
 - b. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold-Guard: www.gpgypsum.com.
 - c. National Gypsum Company; Gold Bond XP Gypsum Board: www.nationalgypsum.com.
 - d. USG Corporation; Sheetrock Brand Mold Tough Firecode SCX Panels 5/8 in. (15.9 mm): www.usg.com.
- C. Impact Resistant Wallboard:
1. Application: High-traffic areas indicated.
 2. Surface Abrasion: Level 3, minimum, when tested in accordance with ASTM C1629/C1629M.
 3. Indentation: Level 1, minimum, when tested in accordance with ASTM C1629/C1629M.
 4. Soft Body Impact: Level 3, minimum, when tested in accordance with ASTM C1629/C1629M.
 5. Hard Body Impact: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
 6. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 7. Paper-Faced Type: Gypsum wallboard, as defined in ASTM C1396/C1396M.
 8. Type: Fire-resistance-rated Type X, UL or WH listed.
 9. Thickness: 5/8 inch.
 10. Edges: Tapered.
 11. Paper-Faced Products:
 - a. American Gypsum Company; M-Bloc IR Type X: www.americangypsum.com.
 - b. CertainTeed Corporation; Extreme Impact Resistant Drywall with M2Tech: www.certainteed.com.
 - c. National Gypsum Company; Gold Bond Hi-Impact XP Gypsum Board: www.nationalgypsum.com.
 - d. USG Corporation; USG Sheetrock Brand Mold Tough VHI Firecode X Panels: www.usg.com.
- D. Backing Board For Non-Wet Areas: Water-resistant gypsum backing board as defined in ASTM C1396/C1396M; sizes to minimum joints in place; ends square cut.
1. Application: Vertical surfaces behind thinset tile, except in wet areas.
 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 3. Type X Thickness: 5/8 inch.
 4. Edges: Tapered.
 5. Products:
 - a. CertainTeed Corporation; M2 Tech Moisture & Mold Resistant Gypsum Board.
 - b. Continental Building Products; Mold Defense: www.continental-bp.com.
 - c. Georgia-Pacific Gypsum; ToughRock Mold-Guard Gypsum Board: www.gpgypsum.com.
 - d. National Gypsum Company; Gold Bond XP Gypsum Board: www.nationalgypsum.com.
 - e. USG Corporation; Sheetrock Brand Mold Tough Gypsum Panels.

2.04 GYPSUM BOARD ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed mineral-fiber, friction fit type, unfaced; thickness to match stud cavity.

- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- C. Beads: ASTM C1047, rigid plastic, unless noted otherwise.
 - 1. Corner Beads: Low profile, for 90 degree outside corners.
 - a. Products:
 - 1) CertainTeed Corporation; No-Coat Drywall Corner: www.certainteed.com.
 - 2) ClarkDietrich Building Systems; Strait-Flex Big-Stick: www.clarkdietrich.com.
 - 3) Phillips Manufacturing Co; Everlast Corner Bead: www.phillipsmfg.com.
 - 4) Trim-Tex, Inc; _____: www.trim-tex.com.
 - 2. L-Trim with Tear-Away Strip: Sized to fit 1/2-inch thick gypsum wallboard.
 - a. Products:
 - 1) Phillips Manufacturing Co; gripSTIK L-Tear: www.phillipsmfg.com.
- D. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Fiberglass Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Paper Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 3. Joint Compound: Drying type, vinyl-based, ready-mixed.
 - 4. Joint Compound: Setting type, field-mixed.
- E. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- F. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C1007/AISI S220 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
 - 1. Level ceiling system to a tolerance of 1/1200.
 - 2. Laterally brace entire suspension system.
 - 3. Install bracing as required at exterior locations to resist wind uplift.
- C. Studs: Space studs at 16 inches on center.
 - 1. Extend partition framing to structure in all locations.
 - 2. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
- D. Brace stud framing system rigid. Install continuous 3/4 inch stiffeners in walls. Secure with clip angles and screws. Space stiffeners according to the following schedule:
 - 1. 0 to 10 feet: one at mid point.
 - 2. 10 to 14 feet: two at 1/3 points.
 - 3. 14 to 20 feet: three at 1/4 points.
- E. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Place one bead continuously on substrate before installation of perimeter framing members.
 - 2. Place continuous bead at perimeter of each layer of gypsum board.
 - 3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
 - 1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- D. Installation on Metal Framing: Use screws for attachment of gypsum board.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
 - 2. At exterior soffits, not more than 30 feet apart in both directions.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.06 JOINT TREATMENT

- A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, embed and finish with setting type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- C. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - a. Walls that will be concealed behind cabinetry, display boards, or other accessories shall receive the same finish as adjacent surfaces.
 - 2. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

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**SECTION 09 30 00
TILING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Non-ceramic trim.

1.02 REFERENCE STANDARDS

- A. ANSI A108/A118/A136 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium) 2019.
- B. ANSI A118.15 - American National Standard Specifications for Improved Modified Dry-Set Cement Mortar 2019.
- C. ANSI A136.1 - American National Standard Specifications for Organic Adhesives for Installation of Ceramic Tile 2020.
- D. ANSI A137.1 - American National Standard Specifications for Ceramic Tile 2022.
- E. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products 2018 (Reapproved 2023).
- F. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation 2023.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by affected installers.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Samples: Provide a color board showing all available colors and finishes of the submitted tile. Provide a sample chain of available grout colors.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Tile: 1 percent of each size, color, and surface finish combination, but not less than 1 box of each type.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- B. Installer Qualifications:
 - 1. Company specializing in performing tile installation, with minimum of five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature above 50 degrees F and below 100 degrees F during installation and curing of setting materials.

PART 2 PRODUCTS

2.01 TILE

- A. Glazed Wall Tile: ANSI A137.1, standard grade.
 - 1. Moisture Absorption: 7.0 to 20.0 percent as tested in accordance with ASTM C373.
 - 2. Size: 4 by 16 inch, nominal.
 - 3. Edges: Cushioned.
 - 4. Surface Finish: High gloss.
 - 5. Color(s): As indicated.
 - a. Field Tile: To be selected from group one.
 - b. Accent Tile: To be selected from groups two, three and four. Three colors as indicated on the drawings.
 - 6. Pattern: As indicated on the drawings..
 - 7. Products:
 - a. American Olean Corporation; Color Story Wall: www.americanolean.com.
- B. Porcelain Tile: ANSI A137.1 standard grade.
 - 1. Moisture Absorption: 0 to 0.5 percent as tested in accordance with ASTM C373.
 - 2. Size: 12 by 24 inch, nominal.
 - 3. Thickness: 3/8 inch.
 - 4. Edges: Square.
 - 5. Surface Finish: Matte glazed.
 - 6. Color(s): To be selected by Architect from manufacturer's full range.
 - 7. Pattern: Stacked Bond (grid), all joints shall align.
 - 8. Trim Units: Cut 12 x 24 inch tile to provide 4 x 24 inch base as indicated on the drawings.
 - 9. Products:
 - a. Caesar Ceramics USA; Link: caesarceramicusa.com.

2.02 TRIM AND ACCESSORIES

- A. Non-Ceramic Trim: Brushed stainless steel, style and dimensions to suit application, for setting using tile mortar or adhesive.
 - 1. Applications:
 - a. Open edges of wall tile.
 - b. Open edges of floor tile.
 - c. Transition between floor finishes of different heights.
 - d. Thresholds at door openings.
 - e. Expansion and control joints, floor and wall.
 - f. Borders and other trim as indicated on drawings.
 - 2. Manufacturers:
 - a. Schluter-Systems: www.schluter.com.
 - b. Profilitec S.P.A.: www.profilitec.com.

2.03 SETTING MATERIALS

- A. Provide setting and grout materials from same manufacturer.
- B. Improved Latex-Portland Cement Mortar Bond Coat: ANSI A118.15.
 - 1. Applications: Use this type of bond coat where indicated, and where no other type of bond coat is indicated.
 - 2. Products:
 - a. ARDEX Engineered Cements; ARDEX X 5: www.ardexamericas.com.
 - b. LATICRETE International, Inc; Multimax Lite: www.laticrete.com.
- C. Organic Adhesive: ANSI A136.1, thinset mastic type.
 - 1. Products:
 - a. ARDEX Engineered Cements; ARDEX D14: www.ardexamericas.com.
 - b. LATICRETE International, Inc; LATICRETE 15 Premium Mastic: www.laticrete.com.

2.04 GROUTS

- A. Provide setting and grout materials from same manufacturer.
- B. Standard Grout: ANSI A118.6 standard cement grout.
 - 1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
 - 2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide. Grout joints shall not exceed 1/8 inch.
 - 3. Color(s): As selected by Architect from manufacturer's full line.
 - 4. Products:
 - a. LATICRETE International, Inc; LATICRETE Permacolor Grout: www.laticrete.com.

2.05 ACCESSORY MATERIALS

- A. Waterproofing Crack Isolation Membrane at Floors: Specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10.
 - 1. Fluid or Trowel Applied Type with Embedded Reinforcing Fabric:
 - a. Products:
 - 1) LATICRETE International, Inc; LATICRETE HYDRO BAN: www.laticrete.com.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that subfloor surfaces are dust free and free of substances that could impair bonding of setting materials to subfloor surfaces.
- D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.20, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control and expansion joints free of mortar, grout, and adhesive.

- I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- J. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout, unless otherwise indicated.

3.05 INSTALLATION - WALL TILE

- A. Over gypsum wallboard on wood or metal studs install in accordance with TCNA (HB) Method W243, thin-set with dry-set or latex-Portland cement bond coat, unless otherwise indicated.

3.06 CLEANING

- A. Clean tile and grout surfaces.

3.07 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

**SECTION 09 51 00
ACOUSTICAL CEILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- B. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings 2022.
- C. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels 2019.
- D. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions 2022.
- E. ASTM E1264 - Standard Classification for Acoustical Ceiling Products 2023.
- F. CHPS (HPPD) - High Performance Products Database Current Edition.
- G. UL (GGG) - GREENGUARD Gold Certified Products Current Edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on suspension system components and acoustical units.
- C. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.05 QUALITY ASSURANCE

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tiles/Panels:
 - 1. Armstrong World Industries, Inc: www.armstrongceilings.com.
 - 2. USG Corporation: www.usg.com/ceilings.
- B. Suspension Systems:
 - 1. Same as for acoustical units.

2.02 ACOUSTICAL UNITS

- A. Acoustical Units - General: ASTM E1264, Class A.
 - 1. VOC Content: Certified as Low Emission by one of the following:
 - a. Product listing in UL (GGG).
 - b. Product listing in CHPS (HPPD).
- B. Acoustical Panels: Painted mineral fiber, with the following characteristics:
 - 1. Size: As indicated on the drawings.
 - 2. Thickness: 3/4 inch.
 - 3. Light Reflectance: 84 percent, determined in accordance with ASTM E1264.
 - 4. NRC Rating: 0.70, determined in accordance with ASTM E1264.
 - 5. Ceiling Attenuation Class (CAC): 35, determined in accordance with ASTM E1264.
 - 6. Panel Edge: Square.
 - 7. Color: White.
 - 8. Suspension System: Exposed grid.
 - 9. Products:
 - a. Armstrong World Industries, Inc; High Acoustics - School Zone Fine Fissured: www.armstrongceilings.com.
 - b. USG Corporation; Radar High-NRC Acoustical Panels: www.usg.com/ceilings.

2.03 SUSPENSION SYSTEM(S)

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, splices, and flexible wall moldings as required.
 - 1. Materials:
 - a. Steel Grid: ASTM A653/A653M, G30 coating, unless otherwise indicated.
- B. Exposed Suspension System: Hot-dipped galvanized steel grid with steel cap.
 - 1. Application(s): Seismic and fire-rated assemblies.
 - 2. Profile: Tee; 15/16 inch face width.
 - 3. Finish: Baked enamel.
 - 4. Products:
 - a. USG Corporation; Donn Brand ZXLA 15/16 inch Acoustical Suspension System: www.usg.com/ceilings.

2.04 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.
- C. Hold-Down Clips: Manufacturer's standard clips to suit application.
- D. Seismic Clips: Manufacturer's standard clips for seismic conditions and to suit application.
- E. Perimeter Moldings: Same metal and finish as grid.
 - 1. Size: As required for installation conditions and specified Seismic Design Category.
 - 2. Angle Molding: L-shaped, for mounting at same elevation as face of grid.
 - 3. Flexible Molding: Provide at curved wall conditions.
- F. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 PREPARATION

- A. Install after major above-ceiling work is complete including all firestopping.

- B. Coordinate the location of hangers with other work.

3.03 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Locate system on room axis according to reflected plan.
- D. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
- E. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.

3.04 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- E. Cutting Acoustical Units:
 - 1. Cut to fit irregular grid and perimeter edge trim.
 - 2. Make field cut edges of same profile as factory edges.
- F. Install hold-down clips on panels within 20 ft of an exterior door.

3.05 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

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SECTION 09 64 66
WOOD ATHLETIC FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wood athletic flooring.
- B. Subflooring.
- C. Sleepers.
- D. Sheet vapor retarder.
- E. Surface finishing and game markings.

1.02 REFERENCE STANDARDS

- A. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring 2022.
- B. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2023.
- C. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- D. DIN EN 14904 - Surfaces for Sports Areas – Indoor Surfaces for Multi-Sports Use – Specification 2006.
- E. MFMA (SPEC) - Guide Specifications for Maple Flooring Systems current edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meetings: Convene a preinstallation meeting one week before starting work of this section; require attendance by affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for flooring, floor finish materials, and resilient cushion.
- C. Shop Drawings: Indicate floor joint pattern and termination details.
 - 1. Indicate provisions for expansion and contraction, wall base, and game insert or socket devices.
 - 2. Indicate location, size, design, and color of game markings.
- D. Samples: Submit two samples 12 by 12 inch in size showing floor finish, color, and sheen.
- E. Test Reports: Submit test reports showing compliance with DIN EN 14904.
- F. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.
- G. Manufacturer's Instructions: Indicate standard and special installation procedures and perimeter conditions requiring special attention.
- H. Maintenance Data: Include maintenance procedures, recommended maintenance materials, a suggested schedule for cleaning, stripping and re-finishing recommendations, stain removal methods, and polishes and waxes.
- I. Manufacturer's qualification statement.
- J. Installer's qualification statement.
- K. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with MFMA (SPEC).

- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.
 - 1. Minimum three years of documented experience.
- C. Installer Qualifications: Company specializing in installing products specified in this section.
 - 1. Minimum three years of documented experience.
- D. Source Quality Control: Inspect and stamp species and grade on underside of each piece of wood flooring at factory.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials and store off the floor in a well-ventilated, weather-tight space.

1.07 FIELD CONDITIONS

- A. Do not install wood flooring until wet construction work is complete and permanent heat and air conditioning is installed and operating.
- B. Maintain room temperature between 55 degrees F and 75 degrees F and relative humidity between 35 to 50 percent for a period of seven days prior to delivery of materials to installation space, during installation, and after installation.
- C. Acclimate wood flooring materials to installation space a minimum of 48 hours prior to installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Athletic Flooring:
 - 1. Action Floor Systems: www.actionfloors.com.
 - 2. Connor Sports Flooring: www.connorfloor.com.
 - 3. Robbins Sports Surfaces; Air-Channel Star: www.robbinsfloor.com. (Basis of Design)

2.02 WOOD ATHLETIC FLOORING

- A. General: Wood athletic flooring, system components provided by single manufacturer.
- B. Application: Gymnasium.
- C. System Description:
 - 1. Fixed, cushioned sleeper with subfloor system, wood strip flooring.

2.03 COMPONENTS

- A. Wood Strip Flooring:
 - 1. Provide MFMA grade-marked flooring, stamped as manufactured by MFMA member mill.
 - 2. Species: Northern hard maple, kiln dried; tongue and groove edges, end matched.
 - 3. Grade: First.
 - 4. Moisture Content: 7 to 9 percent.
 - 5. Thickness: 25/32 inch.
 - 6. Width: 2-1/4 inches.
 - 7. Length: Random, minimum of 12 inches.
- B. Subflooring: Manufacturer's pre-engineered subfloor suitable for system indicated, 23/32 inch thick.
- C. Sleepers and Shims: Softwood lumber, pressure treated for moisture protection, 1 1/2 inch thick, 5/8 inch wide, 8 feet long. Factory assembled steel encased pad sleeper. Pads are 7/16 inch double trapezoidal EPDM rubber with reverse cavity and tabbed for attachment. Full length galvanized steel changes.
- D. Vapor Retarder: Polyethylene sheet, 6 mil thick; 2 inch wide tape for sealing sheet seams.
- E. Fasteners and Anchors: Manufacturer's standard type and size to suit application.

2.04 FINISHES

- A. Floor Finishes: Types recommended by flooring manufacturer and complying with MFMA specifications.
- B. Product: Hillyard 1907 Sealer and Fininsh System.
 - 1. Sealer: Water based urethane; type recommended by flooring manufacturer.
 - 2. Finish Coats: Water based urethane; high gloss; type recommended by flooring manufacturer.
 - 3. Game Marking Paint: Compatible with sealer and finish coats; colors as indicated on drawings.

2.05 ACCESSORIES

- A. Ventilating Base: Molded rubber, 4 inch high with a 3 inch toe, pre-molded outside corners; color as selected by Architect.
- B. Adhesives: Types recommended by flooring manufacturer.
- C. Cushion Blocks: Resilient pads, rubber material, sealed air channels for resiliency; compressible to 1/16" under a 40 psi load with full and immediate recovery.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting this work.
- B. Verify that concrete subfloor surface is smooth and flat to plus or minus 1/4 inch in 10 feet.
- C. Cementitious Subfloor Surfaces: Verify that substrates are ready for flooring installation by testing for moisture and alkalinity (pH).
 - 1. Test as Follows:
 - a. Alkalinity (pH): ASTM F710.
 - b. Internal Relative Humidity: ASTM F2170.
 - c. Moisture Vapor Emission: ASTM F1869.
 - 2. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.
- D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Prepare substrate to receive wood flooring in accordance with manufacturer's and MFMA instructions.
- B. Vacuum clean substrate.

3.03 INSTALLATION

- A. Place vapor retarder over concrete surface, overlap seams a minimum of 6 inches and seal with tape.
- B. Sleepers and Shims:
 - 1. Place sleepers over vapor retarder; space sleepers at 12 inches on center.
 - 2. Shim underside of sleepers to achieve level line of plus or minus 1/4 inch in 10 feet.
- C. Cushioned Sleepers:
 - 1. Secure cushion blocks to underside of sleepers and at each end. Shim between blocks and sleepers for equal bearing on floor surface and to achieve level line of plus or minus 1/4 inch in 10 feet.
 - 2. Place sleepers over subfloor; space sleepers at 12 inches on center; do not secure to subfloor.
- D. Install solid blocking at doorways, under stacked bleachers, and as shown on drawings, in accordance with flooring manufacturer's recommendations.
- E. Subflooring: Place one layer of plywood subflooring over sleepers.

1. Lay perpendicular to sleepers, with end joints over sleepers, and fasten at 12 inches on center.
- F. Wood Flooring:
1. Install in accordance with manufacturer's and MFMA instructions.
 2. Lay flooring parallel to length of main playing area. Blind nail or staple to subfloor.
 3. Install edge strips at unprotected or exposed edges, and where flooring terminates.
 4. Provide 2 inch expansion space at walls and other interruptions.
- G. Install base at floor perimeter to cover expansion space in accordance with manufacturer's instructions. Miter inside and outside corners.
- H. Install floor sockets and inserts to a depth sufficient to ensure flush top surface with floor surface.
- I. Finishing:
1. Mask off adjacent surfaces before beginning sanding.
 2. Sand flooring to smooth even finish with no evidence of sander marks. Remove dust by vacuum.
 3. Apply finishes in accordance with floor finish manufacturer's and MFMA instructions.
 4. Apply 3 sealer coats and two finish coats.
 5. Apply coats, allow to dry, then buff lightly with recommended pad to remove irregularities. Vacuum clean and wipe with damp, lint-free cloth before applying succeeding coats.
 6. Apply game lines/markers in accordance with layout indicated on drawings.
 7. Apply last coat of finish.

3.04 CLEANING

- A. Clean floor surfaces in accordance with floor finish manufacturer's instructions.

3.05 PROTECTION

- A. Prohibit traffic on finished floor for 72 hours after installation.
- B. Place protective coverings over finished floors; do not remove coverings until Date of Substantial Completion.

END OF SECTION

**SECTION 09 91 23
INTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Materials for backpriming woodwork.
- D. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
 - 2. Mechanical and Electrical:
 - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
 - b. In finished areas, paint shop-primed items.
 - c. Paint interior surfaces of air ducts that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - d. Paint dampers exposed behind louvers, grilles, and convactor and baseboard cabinets to match face panels.
- E. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, and lead items.
 - 6. Floors, unless specifically indicated.
 - 7. Ceramic and other tiles.
 - 8. Brick, architectural concrete, cast stone, integrally colored plaster, and stucco.
 - 9. Glass.
 - 10. Acoustical materials, unless specifically indicated.
 - 11. Concealed pipes, ducts, and conduits.

1.02 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.
- B. "Exposed" as used in this section shall mean all surfaces that will be exposed to view after project is completed.
- C. "Concealed" as used in this section shall mean all surfaces that will not be exposed to view after project is completed.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2023.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

- E. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- F. SSPC-SP 6 - Commercial Blast Cleaning 2007.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system products to be used in project; include description of each system.
- C. Selection Samples: Submit manufacturer fan deck illustrating full range of available colors and sheens for initial color selection.
- D. Samples for final approval: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.
 - 3. Allow 30 days for approval process, after receipt of complete samples by Architect.
 - 4. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- E. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures.
- G. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gal of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience and approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Benjamin Moore & Co: www.benjaminmoore.com.
 - 2. PPG Paints: www.ppgpaints.com.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com.
- C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of New York State.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.
 - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
 - 4. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

2.03 PAINT SYSTEMS - INTERIOR

- A. Concrete Masonry Units and Concrete:
 - 1. Eg-Shel Latex Finish: two coats over filled surface with low odor and Zero-VOC Topcoat.

- a. Block Filler: S-W PrepRite Block Filler (B25W25).
 - 1) At existing masonry walls, provide S-W ProMar 200 Zero VOC Interior Latex Primer (B28W2600) in lieu of block filler.
 - b. First Coat: S-W ProMar 200 Zero-VOC Latex Eg-Shel Finish (B20-2600).
 - c. Second Coat: S-W ProMar 200 Zero-VOC Latex Eg-Shel Finish (B20-2600).
- B. Gypsum Board or Plaster Walls:
- 1. Eg-Shel Latex Finish: two coats over primer, Low Odor, Zero-VOC System.
 - a. Primer: S-W ProMar 200 Zero VOC Interior Latex Primer (B28W2600).
 - b. First Coat: S-W ProMar 200 Zero-VOC Latex Eg-Shel Finish (B20-2600).
 - c. Second Coat: S-W ProMar 200 Zero-VOC Latex Eg-Shel Finish (B20-2600).
- C. Gypsum Board Ceiling:
- 1. Lusterless (Flat) Latex Finish: two coats over primer, Low Odor, Zero-VOC System.
 - a. Primer: S-W ProMar 200 Zero VOC Interior Latex Primer (B28W2600).
 - b. First Coat: S-W ProMar 200 Zero-VOC Latex Flat Finish (B30-2600).
 - c. Second Coat: S-W ProMar 200 Zero-VOC Latex Flat Finish (B30-2600).
- D. Exposed Structural Ceilings; Ferrous and Galvanized Metal:
- 1. Waterborne Acrylic Coating, Flat Finish with flash rust resistance, low odor and Low-VOC content.
 - a. Primer: S-W Pro Industrial Pro-Cryl Universal Primer (B66-310) on Ferrous Steel if not factory primed.
 - b. First Coat: S-W Low-VOC Waterborne Acrylic Dryfall (B42 Series).
 - c. Second Coat: S-W Low-VOC Waterborne Acrylic Dryfall (B42 Series).
- E. Ferrous Metal:
- 1. Semi-Gloss Latex Finish: two coats over primer with low odor and Zero-VOC Topcoat.
 - a. Primer: S-W Pro Industrial Pro-Cryl Universal Primer (B66-310).
 - b. First Coat: S-W Pro Industrial Acrylic Semi-Gloss Finish (B66-650).
 - c. Second Coat: S-W Pro Industrial Acrylic Semi-Gloss Finish (B66-650).

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Plaster and Stucco: 12 percent.
 - 3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.

- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Clean and dust all surfaces of exposed structural ceilings prior to painting.
- H. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
- J. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.
- K. No painting or finishing shall be started until the surface to be painted or finished is in proper condition in every respect. Surfaces that cannot be properly prepared by the painter for finishing shall not be painted or finished until they are rectified, unless instructed otherwise by the Architect. Application of painting materials shall be acceptance by the Contractor of the surface as suitable for painting.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

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**SECTION 10 28 00
TOILET, BATH, AND LAUNDRY ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Utility room accessories.

1.02 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- C. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service 2022.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- E. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2023.
- F. ASTM B456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium 2017 (Reapproved 2022).
- G. ASTM C1036 - Standard Specification for Flat Glass 2021.
- H. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror 2018.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with the placement of internal wall reinforcement and concealed ceiling supports to receive anchor attachments.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Commercial Toilet, Shower, and Bath Accessories:
 - 1. AJW Architectural Products: www.ajw.com.
 - 2. Bobrick Washroom Equipment: www.bobrick.com.
 - 3. Bradley Corporation: www.bradleycorp.com.
- B. Provide products of each category type by single manufacturer.

2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
 - 1. Grind welded joints smooth.
 - 2. Fabricate units made of metal sheet of seamless sheets with flat surfaces.
- B. Keys: Provide 2 keys for each accessory to Owner; master key lockable accessories.
- C. Stainless Steel Sheet: ASTM A666, Type 304.
- D. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.

- E. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- F. Mirror Glass: Annealed float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- G. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.
- H. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.
- B. Chrome/Nickel Plating: ASTM B456, SC 2, polished finish, unless otherwise noted.
- C. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats epoxy baked enamel.
- D. Powder-Coated Steel: Clean, degrease, and neutralize. Follow immediately with a phosphatizing treatment, prime coat, and two finish coats of powder coat enamel.
- E. Galvanizing for Items Other than Sheet: Comply with ASTM A123/A123M; galvanize ferrous metal and fastening devices.
- F. Back paint components where contact is made with building finishes to prevent electrolysis.

2.04 COMMERCIAL TOILET ACCESSORIES

- A. Toilet Paper Dispenser: Furnished by Owner, installed by General Contractor.
- B. Paper Towel Dispenser: Furnished by Owner, installed by General Contractor.
- C. Soap Dispenser: Furnished by Owner, installed by General Contractor.
- D. Mirrors: Stainless steel framed, 1/4 inch thick annealed float glass; ASTM C1036.
 - 1. Annealed Float Glass: Silvering, protective and physical characteristics in compliance with ASTM C1503.
 - 2. Size: As indicated on drawings.
 - 3. Frame: 0.05 inch angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
 - 4. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
- E. Grab Bars: Stainless steel, peened surface.
 - 1. Standard Duty Grab Bars:
 - a. Push/Pull Point Load: 250 pound-force, minimum.
 - b. Dimensions: 1-1/2 inch outside diameter, minimum 0.05 inch wall thickness, concealed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.
 - c. Finish: Satin.
 - d. Length and Configuration: As indicated on drawings.
- F. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.

2.05 UTILITY ROOM ACCESSORIES

- A. Mop and Broom Holder: 0.05 inch thick stainless steel, Type 304, hat-shaped channel.
 - 1. Holders: Four spring-loaded rubber cam holders.
 - 2. Length: 24 inches.
 - 3. Products:
 - a. Model 9953 manufactured by Bradley Corporation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.

- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as instructed by the manufacturer.
- D. See Section 06 10 00 for installation of blocking, reinforcing plates, and concealed anchors in walls.

3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
 - 1. Grab Bars: As indicated on drawings.
 - 2. Mirrors: 40 inch, measured from floor to bottom of mirrored surface.
 - 3. Other Accessories: As indicated on drawings.

3.04 PROTECTION

- A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

