



Engineering,
Planning,
Architecture,
Surveying

**CONTRACT DOCUMENTS &
TECHNICAL SPECIFICATIONS**

FOR

POOL LOCKER ROOM RENOVATIONS

AT

HOMMOCKS MIDDLE SCHOOL
130 HOMMOCKS RD
LARCHMONT, NY 10538

NYSED #66-07-01-03-0-011-031

BID #24-25-MUFSD-009

Mamaroneck Union Free School District
1000 West Boston Post Road
Mamaroneck, NY 10543

Telephone No. 914-220-3040

Contact: Ms. Sylvia Wallach
Assistant Superintendent for Business

LAN Job #4.1092.87

NYSED Submission: September 15, 2023
Issue for Bid: August 30, 2024

**CONTRACT DOCUMENTS &
TECHNICAL SPECIFICATIONS**

FOR

POOL LOCKER ROOM RENOVATIONS

AT

HOMMOCKS MIDDLE SCHOOL
130 HOMMOCKS RD
LARCHMONT, NY 10538

NYSED #66-07-01-03-0-011-031

BID #24-25-MUFSD-009

Mamaroneck Union Free School District
1000 West Boston Post Road
Mamaroneck, NY 10543

Telephone No. 914-220-3040

Contact: Ms. Sylvia Wallach
Assistant Superintendent for Business

I, Danielle L. Farrell, AIA certify that to the best of my knowledge, information, and belief, the drawings and specifications are in accordance with applicable requirements of the International Building Code and Building Standards of the New York State Education Department.

Danielle L. Farrell, AIA
NY RA #039812

LAN Job # 4.1092.87

NYSED Submission: September 15, 2023
Out for Bid: August 30, 2024

TABLE OF CONTENTS

| <u>DIVISION NO.</u> | <u>TITLE</u> | <u>PAGE NO.</u> |
|-------------------------|-------------------------|---------------------|
| 0 | GENERAL DOCUMENTS | |
| | Cover | |
| | Soft Cover | A/E-1 |
| | Table of Contents | TOC-1 |

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

| | | |
|----------|--|----------|
| 00 01 15 | List of Drawings | 000115-1 |
| 00 11 13 | Notice to Bidders | 001113-1 |
| 00 21 13 | Instructions to Bidders | 002113-1 |
| 00 41 00 | Forms to Be Submitted with Bid | 004100-1 |
| 00 41 01 | Bid Proposal Form | 004101-1 |
| 00 41 02 | Bid Form | 004102-1 |
| 00 43 90 | Surety's Consent | 004390-1 |
| 00 43 91 | Certificate of Bidder | 004391-1 |
| 00 43 92 | Qualifications of Bidders | 004392-1 |
| 00 43 93 | Statement of Bidders Qualifications | 004393-1 |
| 00 43 94 | Bidder's Personnel | 004394-1 |
| 00 43 95 | Conflict of Interest Certificate | 004395-1 |
| 00 43 96 | Form of Disclosure Certificate | 004396-1 |
| 00 43 97 | Non-Collusion Affidavit | 004397-1 |
| 00 43 98 | Certification of Compliance with the Iran Divestment Act | 004398-1 |
| 00 43 99 | Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act | 004399-1 |
| 00 44 00 | Sexual Harassment Prevention Certification Form | 004400-1 |
| 00 45 21 | Hold Harmless Agreement | 004521-1 |
| 00 46 43 | Wage Rates | 004643-1 |
| 00 50 00 | Owner Contractor Agreement | 005000-1 |
| 00 61 00 | Bond Requirements | 006100-1 |
| 00 61 01 | Bid Bond Form AIA 310-2010 | 006101-1 |
| 00 61 02 | Performance Bond Form AIA 312-2010 | 006102-1 |
| 00 61 03 | Payment Bond Form AIA 312-2010 | 006103-1 |
| 00 63 00 | Requests for Information | 006300-1 |
| 00 63 01 | RFI Form AIA G716-2004 | 006301-1 |
| 00 70 00 | General Conditions of the Contract for Construction | 007000-1 |
| 00 70 01 | Requisition for Partial Waiver of Liens | 007001-1 |
| 00 70 02 | Certified Payroll | 007002-1 |
| 00 73 16 | Insurance Requirements | 007316-1 |

DIVISION 1 - GENERAL REQUIREMENTS

| | | |
|----------|------------------------------------|-----------|
| 01 00 00 | General Requirements | 010000-1 |
| | Liquidated Damages Table 1-1 | 010000-24 |
| 011000 | Summary of Work | 011000-1 |
| 01 01 01 | Multiple Contract Summary | 010101-1 |
| 01 11 00 | Milestone Schedule | 011100-1 |
| 01 21 00 | Allowances | 012100-1 |

| <u>DIVISION NO.</u> | <u>TITLE</u> | <u>PAGE NO.</u> |
|---|---|---------------------|
| DIVISION 1 - GENERAL REQUIREMENTS (continued) | | |
| 01 23 00 | Alternates | 012300-1 |
| 01 25 00 | Substitution Procedures | 012500-1 |
| 01 26 00 | Contract Modification Procedures | 012600-1 |
| 01 31 00 | Project Management and Coordination | 013100-1 |
| 01 32 00 | Construction Progress Documentation | 013200-1 |
| 01 32 33 | Photographic Documentation..... | 013233-1 |
| 01 33 00 | Submittal Procedures..... | 013300-1 |
| 01 40 00 | Quality Requirements..... | 014000-1 |
| 01 43 39 | Mockup Requirements | 014339-1 |
| 01 45 33 | Code-Required Special Inspections..... | 014533-1 |
| 01 50 00 | Temporary Facilities and Controls | 015000-1 |
| 01 51 10 | SED Commissioners Regulations..... | 015110-1 |
| 01 73 00 | Execution Requirements | 017300-1 |
| 01 73 10 | Cutting and Patching..... | 017310-1 |
| 01 74 19 | Construction Waste Management and Disposal..... | 017419-1 |
| 01 77 00 | Close-Out Procedures..... | 017700-1 |
| 01 78 23 | Operation and Maintenance Data | 017823-1 |
| 01 78 39 | Project Record Documents | 017839-1 |
| 01 91 13 | General Commissioning Requirements | 019113-1 |

DIVISION 2 – EXISTING CONDITIONS

| | | |
|----------|-------------------------------------|----------|
| 02 08 00 | Asbestos Abatement Procedures | 020800-1 |
| 02 41 19 | Selective Demolition..... | 024119-1 |

DIVISION 3 – CONCRETE

| | | |
|----------|------------------------------|----------|
| 03 30 00 | Cast-in-Place Concrete | 033000-1 |
|----------|------------------------------|----------|

DIVISION 4 – MASONRY

| | | |
|----------|-----------------------------|----------|
| 04 22 00 | Concrete Unit Masonry | 042200-1 |
|----------|-----------------------------|----------|

DIVISION 5 – METALS

| | | |
|----------|---|----------|
| 05 12 00 | Structural Steel Framing | 051200-1 |
| 05 40 00 | Cold Formed Framing | 054000-1 |
| 05 50 13 | Miscellaneous Structural Fabrications | 055013-1 |

DIVISION 6 – WOOD AND PLASTICS

| | | |
|----------|-------------------------------------|----------|
| 06 10 00 | Rough Carpentry | 061000-1 |
| 06 10 53 | Miscellaneous Rough Carpentry | 061053-1 |
| 06 20 00 | Finish Carpentry | 062000-1 |
| 06 61 16 | Solid Surfacing Fabrications | 066116-1 |

| <u>DIVISION NO.</u> | <u>TITLE</u> | <u>PAGE NO.</u> |
|--|--|---------------------|
| DIVISION 7 – THERMAL AND MOISTURE PROTECTION | | |
| 07 84 43 | Firestopping | 078443-1 |
| 07 92 00 | Joint Sealants..... | 079200-1 |
| DIVISION 8 – OPENINGS | | |
| 08 11 13 | Hollow Metal Doors and Frames..... | 081113-1 |
| 08 17 43 | FRP Aluminum Hybrid Doors..... | 081743-1 |
| 08 71 00 | Door Hardware..... | 087100-1 |
| 08 90 00 | Louvers and Vents | 089000-1 |
| DIVISION 9 – FINISHES | | |
| 09 29 00 | Gypsum Board | 092900-1 |
| 09 51 13 | Acoustical Tile Ceilings | 095113-1 |
| 09 67 23 | Resinous Flooring | 096723-1 |
| 09 91 23 | Interior Painting | 099123-1 |
| 09 96 10 | High-Performance Wall Coatings..... | 099610-1 |
| 09 96 56 | Epoxy Coating..... | 099656-1 |
| DIVISION 10 – SPECIALTIES | | |
| 10 14 19 | Interior Signs | 101419-1 |
| 10 21 00 | Toilet Compartments..... | 102100-1 |
| 10 44 00 | Fire Protection Specialties | 104400-1 |
| 10 51 16 | Lockers & Benches | 105116-1 |
| DIVISION 22 – PLUMBING | | |
| 22 00 00 | Plumbing Summary of Work | 220000-1 |
| 22 05 01 | Basic Plumbing Materials and Methods..... | 220501-1 |
| 22 05 17 | Sleeves and Sleeve Seals for Plumbing Piping..... | 220517-1 |
| 22 05 19 | Meters and Gages for Plumbing Piping | 220519-1 |
| 22 05 23 | Plumbing Valves | 220523-1 |
| 22 05 29 | Hangers and Supports for Plumbing and Piping Equipment | 220529-1 |
| 22 05 48 | Vibration and Seismic Controls..... | 220548-1 |
| 22 05 53 | Identification for Plumbing Piping and Equipment | 220553-1 |
| 22 07 19 | Plumbing Piping Insulation..... | 220719-1 |
| 22 11 16 | Domestic Water Piping | 221116-1 |
| 22 11 19 | Domestic Water Piping Specialties | 221119-1 |
| 22 13 16 | Sanitary Waste and Vent Piping | 221316-1 |
| 22 13 19 | Sanitary Waste Piping Specialties | 221319-1 |
| 22 42 13 | Plumbing Fixtures | 224213-1 |

| <u>DIVISION</u> <u>NO.</u> | <u>TITLE</u> | <u>PAGE</u> <u>NO.</u> |
|-------------------------------|--------------|---------------------------|
|-------------------------------|--------------|---------------------------|

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

| | | |
|-------------|--|-------------|
| 23 00 00 | Mechanical Summary of Work | 230000-1 |
| 23 05 00 | Common Work Results for HVAC | 230500-1 |
| 23 05 13 | Common Motor Requirements for HVAC Equipment | 230513-1 |
| 23 05 19 | Meters and Gages for HVAC Piping | 230519-1 |
| 23 05 23 | General-Duty Valves for HVAC Piping..... | 230523-1 |
| 23 05 29 | Hangers and Supports for HVAC Piping and Equipment | 230529-1 |
| 23 05 48 | Mechanical Vibration and Seismic Controls | 230548-1 |
| 23 05 53 | Mechanical Identification..... | 230553-1 |
| 23 05 93 | Testing, Adjusting and Balancing for HVAC | 230593-1 |
| 23 07 13 | Duct Insulation | 230713-1 |
| 23 07 14 | Acoustic Duct Insulation..... | 230714-1 |
| 23 07 19 | Piping Insulation..... | 230719-1 |
| 23 09 93 | Sequence of Operations for HVAC Controls | 230993-1 |
| 23 21 13 | Hydronic Piping | 232113-1 |
| 23 21 16 | Hydronic Piping Specialties | 232116-1 |
| 23 21 20 | Hydronic Specialties..... | 232120-1 |
| 23 31 13 | Metal Ducts | 233113-1 |
| 23 33 00 | Air Duct Accessories | 233300-1 |
| 23 34 16 | Centrifugal HVAC Fans..... | 233416-1 |
| 23 37 13 | Diffusers, Registers and Grilles | 233713-1 |
| 23 73 33.16 | Indoor, Hot Water Heating and Ventilating Units | 237333.16-1 |

DIVISION 26 – ELECTRICAL

| | | |
|----------|--|----------|
| 26 05 00 | Common Work Results for Electrical | 260500-1 |
| 26 05 19 | Low-Voltage Electrical Power Conductors and Cables | 260519-1 |
| 26 05 23 | Control-Voltage Electrical Power Cables | 260523-1 |
| 26 05 26 | Grounding and Bonding for Electrical Systems | 260526-1 |
| 26 05 29 | Hangers and Supports for Electrical Systems | 260529-1 |
| 26 05 33 | Raceway and Boxes for Electrical Systems | 260533-1 |
| 26 05 44 | Sleeves and Sleeve Seals for Electrical Raceways and Cabling | 260544-1 |
| 26 05 48 | Seismic Controls for Electrical Systems | 260548-1 |
| 26 05 53 | Electrical Identification | 260553-1 |
| 26 24 16 | Panelboards | 262416-1 |
| 26 27 26 | Wiring Devices | 262726-1 |
| 26 28 12 | Safety Switches..... | 262812-1 |
| 26 28 13 | Fuses | 262813-1 |
| 26 28 16 | Enclosed Switches and Circuit Breakers | 262816-1 |
| 26 51 19 | LED Interior Lighting | 265119-1 |

DIVISION 33 – UTILITIES

| | | |
|----------|---------------------------------|----------|
| 33 05 00 | Common Work for Utilities | 330500-1 |
| 33 41 00 | Storm Drainage | 334100-1 |

SECTION 000115 – LIST OF DRAWINGS

1.1 LIST OF DRAWINGS

- A. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

LIST OF DRAWINGS
(24" x 36" Not Bound in Specifications)

| <u>DWG. NO.</u> | <u>TITLE</u> |
|---------------------|---|
| T0.01 | TITLE SHEET & GENERAL NOTES |
| CA0.10 | NORTH BUILDING FIRST FLOOR EGRESS PLAN |
| CA0.11 | COMMONS FIRST FLOOR EGRESS PLAN |
| CA0.12 | SOUTH BUILDING FIRST FLOOR EGRESS PLAN |
| CA0.13 | WEST BUILDING FIRST FLOOR EGRESS PLAN |
| CA0.14 | EAST BUILDING FIRST FLOOR EGRESS PLAN |
| CA0.15 | POOL FIRST FLOOR EGRESS PLAN |
| CA0.16 | NORTH BUILDING SECOND FLOOR EGRESS PLAN |
| CA0.17 | COMMONS SECOND FLOOR EGRESS PLAN |
| CA0.18 | SOUTH BUILDING SECOND FLOOR EGRESS PLAN |
| CA0.19 | WEST BUILDING SECOND FLOOR EGRESS PLAN |
| CA0.20 | EAST BUILDING SECOND FLOOR EGRESS PLAN |
| CA0.21 | NORTH BUILDING THIRD FLOOR EGRESS PLAN |
| CA0.22 | SOUTH BUILDING THIRD FLOOR EGRESS PLAN |
| ASB1.01 | ABATEMENT FLOOR PLANS & NOTES |
| A1.01 | DEMOLITION PARTIAL FIRST FLOOR PLAN |
| A1.02 | FLOOR SLAB TRENCHING PLAN |
| A1.03 | POOL FLOOR DEMOLITION PLAN - ADD ALT. |
| A1.04 | PARTIAL ROOF DEMOLITION PLAN - ADD ALT. |
| A1.10 | DEMOLITION PARTIAL FIRST FLOOR RCP |
| A2.01 | PROPOSED PARTIAL FIRST FLOOR PLAN |
| A2.02 | PROPOSED POOL FLOOR PLAN - ADD ALT. |
| A2.03 | PARTIAL PROPOSED ROOF PLAN - ADD ALT. |
| A4.01 | POOL SECTIONS - ADD ALT. |
| A5.01 | PROPOSED PARTIAL FIRST FLOOR RCP |

| | |
|-------|---|
| A6.01 | DOOR SCHEDULE & PARTITIONS |
| A6.02 | DOOR TYPES & DETAILS |
| A6.03 | DETAILS |
| A6.04 | FIRE STOPPING DETAILS |
| A6.05 | SKYLIGHT DETAILS - ADD ALT. |
| A7.01 | TOILET ROOM NOTES, INT. FINISH SCHED. & DETAILS |
| A7.02 | ENLARGED PROPOSED PLANS |
| A7.03 | INTERIOR ELEVATIONS |
| A7.04 | INTERIOR ELEVATIONS |
| A7.05 | INTERIOR ELEVATIONS |
| A9.01 | PROPOSED FLOOR FINISH PLAN |
| M0.01 | MECH. NOTES, SYMBOLS & ABBR. |
| M1.01 | MECH. DEMOLITION FIRST FLOOR PLAN |
| M1.02 | MECH. PENTHOUSE DEMOLITION PLAN |
| M1.03 | POOL DECK MECH. DEMOLITION PLAN |
| M2.01 | PROPOSED MECH. FIRST FLOOR PLAN |
| M2.02 | PROPOSED MECH. PENTHOUSE PLAN |
| M2.03 | POOL DECK MECH. PROPOSED PLAN |
| M6.01 | MECHANICAL SCHEDULES |
| M6.02 | MECHANICAL DETAILS |
| M6.03 | CONTROLS DIAGRAMS |
| P0.01 | PLUMBING NOTES, SYMBOLS, & ABBR. |
| P1.01 | DEMO. FIRST FLOOR DOM. WATER PLANS |
| P1.02 | DEMO. FIRST FLOOR SANITARY PLANS |
| P2.01 | FIRST FLOOR PROP. DOMESTIC WATER PLANS |
| P2.02 | FIRST FLOOR PROP. SANITARY PLANS |
| P2.03 | POOL FILTER ROOM PROPOSED PLAN |
| P6.01 | PLUMBING SCHEDULE & DETAILS |
| P6.02 | PROP. SAN. & DOM. PLUMBING RISERS |
| E0.01 | ELECTRICAL COVER SHEET |
| E1.01 | ELECTRICAL DEMOLITION PLANS |
| E2.01 | ELECTRICAL PROPOSED PLANS |
| E2.02 | ELECTRICAL PROPOSED PLANS - PENTHOUSE |
| E5.01 | ELECTRICAL LIGHTING PLANS |

END OF SECTION 000115

NOTICE TO BIDDERS

MAMARONECK UNION FREE SCHOOL DISTRICT

POOL LOCKER ROOM RENOVATIONS

Hommocks Middle School
130 Hommocks Road
Larchmont, NY 10538
(NYSED #66-07-01-03-0-011-031)

BID # 24-25-MUFSD-009

PUBLIC NOTICE is hereby given that sealed bids shall be received by the Board of Education, Mamaroneck Union Free School District, 1000 West Boston Post Road, Mamaroneck, New York 10543 for the following contract:

A detailed description of the work is included in the bid specifications.

Sealed bid proposals shall be received by **2:00 p.m. prevailing time on Tuesday, September 24, 2024**, by mail or in person at the Boston Post Road main entrance, at the Mamaroneck Union Free School District Office, 1000 West Boston Post Road, Mamaroneck, NY 10543. All bids must be received by **2:00 p.m. prevailing time** at which time they shall be publicly opened and read aloud at **2:00 p.m. prevailing time**. **Staff will be available to accept hand delivered bids between the hours of 8:00 a.m. and 2:00 p.m. on Tuesday, September 24, 2024.**

All envelopes containing bids shall bear on the face of the sealed envelope the words "September 24, 2024, Bid for Pool Locker Room Renovations at Hommocks Middle School." No Bids shall be accepted after 2:00 p.m. prevailing time on Tuesday, September 24, 2024. Please be reminded that USPS, UPS and FedEx delivery schedules may be limited. Please allow enough time for your proposal to arrive on or before the due date and time.

Complete digital sets of Bidding Documents, drawings and specifications, may be obtained online as a download at the following website: LAN.BIDDYHQ.COM under 'public projects'.

Complete sets of Bidding Documents, Drawings and Specifications, may be obtained from REVplans, 28 Church Street, Unit 7, Warwick, NY 10990, Tel: 845-651-3845, upon depositing the sum of \$100 (One Hundred Dollars) for each combined set of documents beginning on **Friday, August 30, 2024**. Checks or money orders shall be made payable to Mamaroneck Union Free School District. Plan deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.

Please note REVplans (revplans.biddyhq.com and lan.biddyhq.com) are the designated location and means for distributing and obtaining all bid package information. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued.

All bid addenda will be transmitted to registered plan holders via email and will be available at revplans.biddyhq.com and lan.biddyhq.com. Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

Any questions regarding the bid process shall be directed to Lauren Leone, Purchasing Agent, in writing by fax to 914-220-3091 or by email to LLeone@mamkschools.org. All technical questions regarding the bid should be directed to LAN (Attention Ms. Danielle Farrell) in writing by fax to 845-615-0351 or by email to danielle.farrell@lanassociates.com with a copy to the District's Purchasing Agent.

A pre-bid conference, including site visit, will be held on **Tuesday, September 10, 2024 at the Hommocks Middle School, 130 Hommocks Road, Larchmont, NY 10538 at 9:30 a.m.** All bidders are strongly encouraged to attend this pre-bid conference. Please be advised that masks are **mandatory**. Any bidder who cannot attend the pre-bid conference should schedule a site visit on an appointment only basis by contacting Mr. Stephen Brugge, Director of Facilities, at 914-220-3081. No questions will be answered at the site visit. **Knowledge of the site is crucial to obtain a proper understanding of the Work.** All bidders must be fully familiar with the site.

Each bid must be accompanied by a certified check payable to Mamaroneck Union Free School District or by a Bid Bond in an amount equal to ten percent (10%) of the bid as set forth in the Bid Specifications.

Each Bidder shall prepare their bid proposal, along with a bid security, in accordance with the terms and subject to the conditions set forth in the Bid Specifications. Attention of bidders is particularly called to the minimum wage rates to be paid under the contracts. Wages to workers, laborers and mechanics employed to work on this project shall be paid in accordance with Section 220 of the Labor Law and in accordance with the Prevailing Rate Schedules found in the Project Manual. Submission of certified payroll is required as a condition of this contract. Additional information can be obtained at <http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm>.

The Contractor must comply with all applicable laws, rules and regulations governing the Project, including the "Equal Opportunity for Employment" requirements as promulgated by the Federal and State governments.

Each bid must be accompanied by bid security in the form of a certified check made payable to the Mamaroneck Union Free School District or by a Bid Bond in an amount equal to ten percent (10%) of the bid. Bidders may not withdraw their respective bids for a period of forty-five (45) days after the bid opening date, unless otherwise authorized by law. To the fullest extent allowed by law, the District further reserves the right to reject bids that contain conditions, omissions, exceptions or modifications, or in its sole discretion to waive any irregularities in the bids, or to reject any or all bids or to accept any bid which in the opinion of the District is in its best interest.

BOARD OF EDUCATION
MAMARONECK UNION FREE
SCHOOL DISTRICT
1000 West Boston Post Road
Mamaroneck, New York 10543
By: Lauren Leone
Purchasing Agent

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 Opening of Bids: Bids will be opened at the time and place set forth in the Advertisement for Bids. Every bid received by or before that time, or authorized postponement thereof, will be publicly opened and read aloud. Bidders, their representative, or other persons properly interested may be present via livestream following the format listed in the Advertisement for Bid.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof or may waive any informalities in or reject any or all bids. Any bid may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within forty-five (45) days after the actual opening thereof.

Conditional bids will not be accepted.

2.0 Bidding Documents: The bidding documents include the Advertisement for Bids, Instruction to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions, Division 1 - General Requirements, Specifications, Drawings, and all Addenda issued prior to the opening of bids.

3.0 Preparation of Proposal: Proposals must be submitted on prescribed forms. All blank spaces must be filled in, by hand, in ink or in typewritten format. Where indicated by the forms, figures must be inserted.

Note - All contractors, this project is to be bid, the contracts drawn and payments made in such a manner that Sales and Compensating Use Taxes of the State of New York and of cities and counties will not apply to purchases and sales of materials and supplies.

Note - Contractor shall note that whenever brand names or specific product systems are indicated, it shall be clearly understood that such identification is for the purpose of illustrating the type of product and the degree of quality desired. Such identification in no way precludes the contractor from using products of other manufacturers which can be shown in advance to be of like kind and of equal quality.

All envelopes containing bids shall bear on the face of the sealed envelope the words **September 24, 2024, Bid for Pool Locker Room Renovations at Hommocks Middle School.** Each proposal must be submitted in a sealed envelope and shall have clearly designated on the outside the name and address of the bidder, the name of the project, and the contract for which proposal is submitted.

4.0 Non-Collusive Bidding Certificate: Each prime bidder submitting a bid for any portion of the work contemplated by the bidding documents shall execute a non-collusive certificate as required by applicable New York State law, in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such certificate shall be attached to the bid. Failure of any bidder to abide by this provision shall be cause for rejection of his bid.

5.0 Qualification of Bidders: The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right, in its sole discretion, to reject any bid if the evidence submitted by, or through 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 herein within the time frame specified. The bidder must complete and submit with its bid the Statement of Bidder's Qualifications and the Qualifications of Bidders forms. Failure to submit the documentation requested may result in disqualification of the bid.

The bidder must complete and submit with its bid the Statement of Bidder's Qualifications and the Qualifications of Bidders forms.

6.0 Bid Security: Each proposal shall be accompanied by a bid bond or certified check. The choice of security to be at the option of the Contractor.

Bid security shall be in amounts as follows:

1. Bid Bond shall be in the amount of 10% of the base bid and shall be on AIA Form A310. It shall be duly executed by the bidder as principal, having as surety thereon a surety company approved by the Owner.
2. Certified checks shall be in the amount of 10% of the base bid made payable to the Mamaroneck Union Free School District.

The remaining security will be returned to the two (2) lowest bidders within 48 hours after the Owner and the successful bidder have executed the contract, or, if no contract has been so executed, within forty-five (45) days after the formal bid opening provided that the bidder has not been notified of the award of the contract.

7.0 Liquidated Damages for Failure to Enter Into Contract: A successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his proposal.

8.0 Subcontractors and Material Suppliers: The successful bidder for each Contract shall submit to the Architect/Engineer within ten (10) calendar days after receipt of notification of award of contract, on the form supplied, a list of subcontractors, material suppliers, and manufacturers proposed for the various portions of the work.

9.0 Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid. The Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption or interference with the work of any other contractor, or the operations of the Owner.

10.0 Obligations of Bidders: At the time of the opening of bids, each bidder will be presumed to have inspected the site, to have familiarized himself with local conditions, and to have read and to be thoroughly familiar with the bidding documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid or resultant contract.

11.0 Assessments and Taxes:

1. Exemptions from Sales Tax: The Sales and Compensating Use Taxes of the State of New York and the cities and counties do not apply to purchases and sales of materials and supplies pursuant to the provisions of this contract. These taxes are not to be included in the bids. This exception does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor or to materials and supplies of a kind which will not be incorporated into the completed project.
2. Other Assessments and Taxes: Each bidder shall include in his base bid proposal all other costs and liabilities other than that excluded in the above paragraph for the amounts assessed or taxes upon the wages and salaries paid to employees of the Contractor and his Subcontractors, under the Contractor, or any other taxes assessed by the Federal, State, or Local Government.

12.0 Addenda and Interpretations: No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Any and all such interpretations and any supplementary instructions will be provided in the form of written addenda to the specifications or addenda drawings. Addenda will be sent to all prospective bidders at the respective address, fax or email address furnished by the bidder. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under this bid as submitted. All addenda so issued shall become part of the contract documents.

13.0 Security for Faithful Performance: The successful bidder shall deliver to the Owner, simultaneously with the executed contract, an executed Performance and Labor and Material Payment Bond each on AIA Form 312 in quadruplicate, in the amount of one hundred percent (100%) of the contract amount, and which meets the requirements of Article 11 of the General Conditions. The premium for said bonds shall be included in the Contractor's Base Bid. The surety company or companies shall be acceptable to the Owner and Architect/Engineer and authorized to transact business in New York State.

The current power of attorney for the person who signs for any surety company shall be attached to such bond, indicating the surety or sureties on the bond.

14.0 Method of Award: Award of Contract may be made to the Lowest Responsible Bidder by method as follows:

1. If the award is to be made on the basis of Base Bid only, it may be made to that responsible bidder whose Base Bid therefore is the lowest and responsive to the bid specifications.
2. If the award is to be made on the basis of the combination of Base Bid with Alternates, it may be made to that responsible bidder whose net bid on such combination is the lowest, using Alternates in any order elected by the Owner.

The District reserves the right to award a contract to the lowest responsible bidder providing the required security within forty-five (45) days of the date opening of the bids. Bidders may not withdraw their respective bids for a period of forty-five (45) days after the bid opening date, unless otherwise authorized by law. To the fullest extent allowed by law, the District further reserves the right to award the contract with or without alternates, using alternates in any order elected by the owner, whichever is deemed to be in the best interests of the District.

The District further reserves the right to reject bids that contain conditions, omissions, exceptions or modifications, or in its sole discretion to waive any irregularities in the bids, or to reject any or all bids or to accept any bid which in the opinion of the District is in its best interest.

15.0 Owner-Contractor Agreement: Form of contract to be used will be the Owner-Contractor Agreement included in these specifications and prepared by this office.

16.0 Maintenance Bond: Prior to authorization of the final payment by the Owner, and prior to the receipt by the Contractor of its final payment, the Contractor shall furnish to the Owner a maintenance bond in the amount of 100% of the total compensation earned by the Contractor in connection with the work. The bond shall be in a form acceptable to the Owner and with a surety company acceptable to the Owner. It shall remain in effect for two years after the date of authorization of the final payment by the Owner.

17.0 Payment/Performance Bond: The successful bidder will be required to procure a performance and a payment bond as set forth at Article 11 of the General Conditions. All bonds shall be issued by a Surety licensed to issue bonds in the State of New York. All surety companies are subject to approval by the Owner.

18.0 Compliance with Applicable Laws and Regulations:

- A. Bidder must comply with applicable federal, state, and local laws as well as all ordinances, rules, and regulations affecting work.
- B. The provisions of General Municipal Law, Section 103A, as it relates to refusal to testify or sign a waiver of immunity against prosecution and the submittal of bids and transactions with the State of New York, or a political subdivision thereof, governs work under this contract.
- C. Wage rates as determined by the New York State Industrial Commission pursuant to the labor laws of the State of New York apply to all work under this contract.

19.0 Pre-Bid Conference:

- A. A pre-bid conference, including site visit, will be held on Tuesday, September 10, 2024, at the Hommocks Middle School, 130 Hommocks Road, Larchmont, NY 10538 at 9:30 a.m. All bidders are strongly encouraged to attend this pre-bid conference. Please be advised that masks are mandatory and temperature scan will be done upon entry to the building. Any bidder who cannot attend the pre-bid conference should schedule a site visit on an appointment only basis by contacting Mr. Stephen Brugge, Director of Facilities, at 914-220-3081. No questions will be answered at the site visit. Knowledge of the site is crucial to obtain a proper understanding of the Work. All bidders must be fully familiar with the site.
- B. All requests for clarification and/or questions concerning the bid specifications will be addressed via written addendum to all prospective bidders. Addenda clarifying pertinent questions or concerns raised during the bidding period and following site-visits requiring modification of the bid documents, will be issued for the record and become part of the bid documents.
- C. Notice as to the time and place of pre-bid conference is stated in the Invitation to Bidders.

20.0 Modification or Withdrawal of Proposal:

- A. Bid may not be modified after it has been deposited with Owner.
- B. Bid may not be withdrawn after time set for receipt of bids except as set forth in section 103, subsection eleven (11) of the General Municipal Law.
- C. Withdrawn bid may not be resubmitted.
- D. Bid withdrawn after opening of bids may result in forfeiture of bid security.

21.0 Time of Completion: Bidder shall agree to start work upon receipt of Notice to Proceed, and complete within the number of calendar days specified in the Special Provisions of the Specification. Project must be completed no later than the date specified in the Special Provisions of the Specification.

22.0 Condition of Work Operations:

- A. Work under this Contract shall be executed and pursued without interruption of or interference with the Owner's operations.

- B. Work operations, access to buildings, and extent of movement of personnel within buildings shall be coordinated with the Construction Manager and limited by School District Authorities.
- C. Contractor shall notify the Construction Manager at least twenty-four (24) hours in advance to advise of intended work operations to be scheduled and receive approval prior to starting work.

23.0 Sexual Harassment Prevention Form:

- A. A Sexual Harassment Prevention Form has been included under Specification Section 004400.
- B. By submission of this form, the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

24.0 Insurance Coverage Affidavit:

- A. An Insurance Coverage Affidavit has been included in Specification Section 007316 and shall accompany bids.

END OF SECTION 002113

FORMS TO BE SUBMITTED WITH BID
(Submit All Forms With Bid In The Order They Are Listed Below)

The below list is provided for reference by the Bidder. However, such list shall not relieve the bidder of its obligation to review the specifications and submit all required documentation with its bid proposal.

Section No.

| | | |
|--------|---|--------------------------|
| 004101 | Bid Proposal | <input type="checkbox"/> |
| 004102 | Bid Forms (GC, MC, PC, EC) | <input type="checkbox"/> |
| 004390 | Surety's Consent | <input type="checkbox"/> |
| 004391 | Certificate of Bidder | <input type="checkbox"/> |
| 004392 | Qualifications of Bidders | <input type="checkbox"/> |
| 004393 | Statement of Bidders Qualifications | <input type="checkbox"/> |
| 004394 | Bidder's Personnel | <input type="checkbox"/> |
| 004395 | Conflict of Interest Certificate | <input type="checkbox"/> |
| 004396 | Form of Disclosure Certificate | <input type="checkbox"/> |
| 004397 | Non-Collusion Affidavit | <input type="checkbox"/> |
| 004398 | Certification of Compliance with the Iran Divestment Act | <input type="checkbox"/> |
| 004399 | Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act | <input type="checkbox"/> |
| 004400 | Sexual Harassment Prevention Certification Form | <input type="checkbox"/> |
| 004521 | Hold Harmless Agreement | <input type="checkbox"/> |
| 006101 | Bid Bond | <input type="checkbox"/> |
| 007316 | Insurance Coverage Affidavit | <input type="checkbox"/> |

NOTES:

1. Contractor must supply a street address. Post office box number is not acceptable.
2. All proposal forms, contract documents, etc. must be completed and signed in black ink only.
3. Please print the name of all signatory parties under the signature: Spell out name in full.
4. Affirmative action program documentation can be reviewed during regular business hours at the Mamaroneck Union Free School District, Mamaroneck, New York.
5. Wage rate documentation can be reviewed during regular business hours at the Mamaroneck Union Free School District, Mamaroneck, New York.

BID PROPOSAL

MAMARONECK UNION FREE SCHOOL DISTRICT

FOR THE **NEW KITCHEN DESIGN AT MAMARONECK AVENUE SCHOOL**

Made this _____ Day of _____, _____

(Corporation, Individual, or Partnership)

Contact Person: _____

Address: _____

Telephone: _____

E-Mail: _____

The party above named, as bidder, declares that the only person or persons interested in this bid or proposal as principal or principals is or are named above and that no other person(s) has an interest in this proposal or in the contract proposed to be taken; that this bid or proposal is not made with any person or persons making a bid or proposal for the same purpose; and that no officer or employee of the Mamaroneck Union Free School District, is or shall be, or will become, directly or indirectly interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work, that business to which it relates, or any portion of the profits thereof; that he has examined the site of the work, that he has examined the Contract Documents and the drawings therein referred to and has read the "Information to Bidders" hereto attached; and he proposes and agrees that this Proposal be accepted, that he will contract in the form provided for the **POOL LOCKER ROOM RENOVATIONS AT HOMMOCKS MIDDLE SCHOOL** to furnish all necessary labor, material, plant, power tools, equipment, supplies, and transportation, and perform all work mentioned in the contract documents for the following lump sum base bid price, alternates, and unit prices:

(SEE FOLLOWING PAGES AND FILL IN ALL INFORMATION REQUIRED.)

SECTION 004102 - BID FORM
MAMARONECK UFSD/
Pool Locker Room Renovations at
Hommocks Middle School
Contract #87a - General Construction
State Plan #66-07-01-03-0-011-031

| | |
|---|---------------------|
| BUSINESS NAME: | |
| ADDRESS: | |
| TELEPHONE NO.: | |
| EMAIL ADDRESS: | |
| Contract #87a (GC): Base Bid | (Subtotal) |
| Allowance No. 87a-1: Contingency Allowance: For unforeseen conditions, as directed by District. Include a lump sum contingency allowance of \$50,000 for use according to Owner's written instructions. | \$ 50,000.00 |
| Combined Base Bid (Sum) | (Total) |
| <u>ALTERNATES:</u> | |
| <i>The following amounts proposed for identified work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner chooses to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. Refer to specification Section 012300 for Alternate descriptions.</i> | |
| Add Alternate # 87a-1: Provide and install new diving boards and starting blocks per drawings A1.03 and A2.02. | + \$ |
| Add Alternate # 87a-2: Replace epoxy floor coating on pool deck and replace deck tile depth indicators. Remove and reinstall deck mounted equipment per drawings A1.03 and A2.02. | + \$ |
| Add Alternate # 87a-3: Re-grout existing 1"x1" mosaic tile in pool (pool floor, walls, and lane lines) per drawings A1.03 and A2.02. | + \$ |
| Add Alternate # 87a-4: Replace fixed and operable skylights per drawings A1.04 and A2.03. | + \$ |
| Add Alternate # 87a-5: Replace four (4) doors from pool into locker rooms per drawings A1.03 and A2.02. Base bid to paint existing doors and frames. | + \$ |
| Acknowledgement by Bidder – Receipt of Addendum (please initial all boxes to verify) | |
| No.1 ___ No.2 ___ No.3 ___ No.4 ___ No.5 ___ No.6 ___ No.7 ___ No.8 ___ REFER TO PAGE SECTION 004100 FOR A COMPLETE LIST OF FORMS TO BE SUBMITTED WITH THE BID. | |
| <u>NOTES:</u> | |
| 1). Method of Award: Award of Contract may be made to the Lowest Responsible Bidder by method as follows: •If the award is to be made on the basis of Base Bid only, it may be made to that responsible bidder whose Base Bid therefor is the lowest and responsive to the bid specifications. •If the award is to be made on the basis of the combination of Base Bid with Alternates, it may be made to that responsible bidder whose net bid on such combination is the lowest, using Alternates in any order elected by the Owner. The District reserves the right to award a contract to the lowest responsible bidder providing the required security within forty-five (45) days of the date opening of the bids. Bidders may not withdraw their respective bids for a period of forty-five (45) days after the bid opening date, unless otherwise authorized by law. To the fullest extent allowed by law, the District further reserves the right to award the contract with or without alternates, using alternates in any order elected by the owner, whichever is deemed to be in the best interests of the District. The District further reserves the right to reject bids that contain conditions, omissions, exceptions or modifications, or in its sole discretion to waive any irregularities in the bids, or to reject any or all bids or to accept any bid which in the opinion of the District is in its best interest. 2). On acceptance of the bid for the work, the undersigned hereby binds himself/herself/themselves to enter into a written contract with the Board of Education within ten (10) days of the notice of award, and to comply in all respects with the requirements and provisions set forth in the Bid Specifications, including but not limited to the Bid Instructions and the General Conditions in relation to security for the faithful performance of the terms of said contract. | |
| Signature: | |
| Printed Name of Person Signing: | |
| Title of Person Signing: | |

SECTION 004102 - BID FORM
MAMARONECK UFSD/
Pool Locker Room Renovations at
Hommocks Middle School
Contract #87b - Mechanical Construction
State Plan #66-07-01-03-0-011-031

| | |
|--|---------------------|
| BUSINESS NAME: | |
| ADDRESS: | |
| TELEPHONE NO.: | |
| EMAIL ADDRESS: | |
| Contract #87b (MC): Base Bid | (Subtotal) |
| Allowance No. 87b-1: Contingency Allowance: For unforeseen conditions, as directed by District. Include a lump sum contingency allowance of \$50,000 for use according to Owner's written instructions. | \$ 50,000.00 |
| Combined Base Bid (Sum) | (Total) |
| <u>ALTERNATES:</u> | |
| <i>The following amounts proposed for identified work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner chooses to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. Refer to specification Section 012300 for Alternate descriptions.</i> | |
| Add Alternate # 87b-1: Remove perforated fabric duct system and replace with new duct system clips and tracks per drawings M1.03 and M2.02. | + \$ |
| Acknowledgement by Bidder – Receipt of Addendum (please initial all boxes to verify) | |
| No.1 ___ No.2 ___ No.3 ___ No.4 ___ No.5 ___ No.6 ___ No.7 ___ No.8 ___ | |
| REFER TO PAGE SECTION 004100 FOR A COMPLETE LIST OF FORMS TO BE SUBMITTED WITH THE BID. | |
| NOTES: 1). Method of Award: Award of Contract may be made to the Lowest Responsible Bidder by method as follows: •If the award is to be made on the basis of Base Bid only, it may be made to that responsible bidder whose Base Bid therefor is the lowest and responsive to the bid specifications. •If the award is to be made on the basis of the combination of Base Bid with Alternates, it may be made to that responsible bidder whose net bid on such combination is the lowest, using Alternates in any order elected by the Owner. <i>The District reserves the right to award a contract to the lowest responsible bidder providing the required security within forty-five (45) days of the date opening of the bids. Bidders may not withdraw their respective bids for a period of forty-five (45) days after the bid opening date, unless otherwise authorized by law. To the fullest extent allowed by law, the District further reserves the right to award the contract with or without alternates, using alternates in any order elected by the owner, whichever is deemed to be in the best interests of the District.</i> <i>The District further reserves the right to reject bids that contain conditions, omissions, exceptions or modifications, or in its sole discretion to waive any irregularities in the bids, or to reject any or all bids or to accept any bid which in the opinion of the District is in its best interest.</i> 2). On acceptance of the bid for the work, the undersigned hereby binds himself/herself/themselves to enter into a written contract with the Board of Education within ten (10) days of the notice of award, and to comply in all respects with the requirements and provisions set forth in the Bid Specifications, including but not limited to the Bid Instructions and the General Conditions in relation to security for the faithful performance of the terms of said contract. | |
| Signature: | |
| Printed Name of Person Signing: | |
| Title of Person Signing: | |

SECTION 004102 - BID FORM
MAMARONECK UFSD/
Pool Locker Room Renovations at
Hommocks Middle School
Contract #87c - Plumbing Construction
State Plan #66-07-01-03-0-011-031

| | |
|--|---------------------|
| BUSINESS NAME: | |
| ADDRESS: | |
| TELEPHONE NO.: | |
| EMAIL ADDRESS: | |
| | |
| Contract #87c (PC): Base Bid | (Subtotal) |
| Allowance No. 87c-1: Contingency Allowance: For unforeseen conditions, as directed by District. Include a lump sum contingency allowance of \$50,000 for use according to Owner's written instructions. | \$ 50,000.00 |
| Combined Base Bid (Sum) | (Total) |
| | |
| Acknowledgement by Bidder – Receipt of Addendum (please initial all boxes to verify) | |
| No.1 ____ No.2 ____ No.3 ____ No.4 ____ No.5 ____ No.6 ____ No.7 ____ No.8 ____ REFER TO PAGE SECTION 004100 FOR A COMPLETE LIST OF FORMS TO BE SUBMITTED WITH THE BID. | |
| NOTES: 1). Method of Award: Award of Contract may be made to the Lowest Responsible Bidder by method as follows: •If the award is to be made on the basis of Base Bid only, it may be made to that responsible bidder whose Base Bid therefor is the lowest and responsive to the bid specifications. •If the award is to be made on the basis of the combination of Base Bid with Alternates, it may be made to that responsible bidder whose net bid on such combination is the lowest, using Alternates in any order elected by the Owner. The District reserves the right to award a contract to the lowest responsible bidder providing the required security within forty-five (45) days of the date opening of the bids. Bidders may not withdraw their respective bids for a period of forty-five (45) days after the bid opening date, unless otherwise authorized by law. To the fullest extent allowed by law, the District further reserves the right to award the contract with or without alternates, using alternates in any order elected by the owner, whichever is deemed to be in the best interests of the District. The District further reserves the right to reject bids that contain conditions, omissions, exceptions or modifications, or in its sole discretion to waive any irregularities in the bids, or to reject any or all bids or to accept any bid which in the opinion of the District is in its best interest. 2). On acceptance of the bid for the work, the undersigned hereby binds himself/herself/themselves to enter into a written contract with the Board of Education within ten (10) days of the notice of award, and to comply in all respects with the requirements and provisions set forth in the Bid Specifications, including but not limited to the Bid Instructions and the General Conditions in relation to security for the faithful performance of the terms of said contract. | |
| Signature: | |
| Printed Name of Person Signing: | |
| Title of Person Signing: | |

SECTION 004102 - BID FORM
MAMARONECK UFSD/
Pool Locker Room Renovations at
Hommocks Middle School
Contract #87d - Electrical Construction
State Plan #66-07-01-03-0-011-031

| | |
|--|---------------------|
| BUSINESS NAME: | |
| ADDRESS: | |
| TELEPHONE NO.: | |
| EMAIL ADDRESS: | |
| Contract #87d (EC): Base Bid | |
| (Subtotal) | |
| Allowance No. 87d-1: Contingency Allowance: For unforeseen conditions, as directed by District. Include a lump sum contingency allowance of \$25,000 for use according to Owner's written instructions. | \$ 25,000.00 |
| Combined Base Bid (Sum) | (Total) |
| Acknowledgement by Bidder – Receipt of Addendum (please initial all boxes to verify) | |
| No.1 ____ No.2 ____ No.3 ____ No.4 ____ No.5 ____ No.6 ____ No.7 ____ No.8 ____ REFER TO PAGE SECTION 004100 FOR A COMPLETE LIST OF FORMS TO BE SUBMITTED WITH THE BID. | |
| NOTES: 1). Method of Award: Award of Contract may be made to the Lowest Responsible Bidder by method as follows: •If the award is to be made on the basis of Base Bid only, it may be made to that responsible bidder whose Base Bid therefor is the lowest and responsive to the bid specifications. •If the award is to be made on the basis of the combination of Base Bid with Alternates, it may be made to that responsible bidder whose net bid on such combination is the lowest, using Alternates in any order elected by the Owner. <i>The District reserves the right to award a contract to the lowest responsible bidder providing the required security within forty-five (45) days of the date opening of the bids. Bidders may not withdraw their respective bids for a period of forty-five (45) days after the bid opening date, unless otherwise authorized by law. To the fullest extent allowed by law, the District further reserves the right to award the contract with or without alternates, using alternates in any order elected by the owner, whichever is deemed to be in the best interests of the District.</i> <i>The District further reserves the right to reject bids that contain conditions, omissions, exceptions or modifications, or in its sole discretion to waive any irregularities in the bids, or to reject any or all bids or to accept any bid which in the opinion of the District is in its best interest.</i> 2). On acceptance of the bid for the work, the undersigned hereby binds himself/herself/themselves to enter into a written contract with the Board of Education within ten (10) days of the notice of award, and to comply in all respects with the requirements and provisions set forth in the Bid Specifications, including but not limited to the Bid Instructions and the General Conditions in relation to security for the faithful performance of the terms of said contract. | |
| Signature: | |
| Printed Name of Person Signing: | |
| Title of Person Signing: | |

SURETY'S CONSENT

MAMARONECK UNION FREE SCHOOL DISTRICT

KNOW ALL MEN BY THESE PRESENTS, that _____ a Corporation of the State of _____ having its principal office at _____ and _____ a Company/Corporation in the State of _____ having its principal office at _____ being (a) surety company (is) qualified to do business in the State of New York in consideration of the premises and of One Dollar to it (them) in hand paid by the Owner, and of other good and valuable considerations, the receipt thereof is hereby acknowledged, do (es) consent and agree, that if the contract for which the preceding bid or proposal is made be awarded to the person or persons making the security, for the full and faithful performance of said work, and, for the protection of all persons performing or furnishing labor or materials for the performance of said contract in the form required; the performance bond and the labor and material obligations to be in an amount equal to 100% of the contract price, and to be conditioned so as to indemnify the Owner against loss due to the failure of the Contractor to meet the stipulations of said bond; and if the said person or persons shall omit or refuse to execute such contract and give the proper security within ten (10) days after written notice that same is ready for execution, if so awarded, and if sum, which the Owner may be obliged to pay to the person or persons by whom the contract shall be finally executed, exceeds the sum to which the person or persons making this bid or proposal would be entitled, then, the said surety company or companies will pay, without proof of notice or demand, to the Owner the amount of any such excess; the sums in each case to be calculated upon the estimated quantities of work, labor and materials by which the bids are tested.

Surety

Contractor

Surety

As To Surety

By Attorney

CERTIFICATE OF BIDDER
MAMARONECK UNION FREE SCHOOL DISTRICT

Pursuant to the laws of the State of New York, the undersigned does herewith certify to the Owner that it owns, leases or controls all of the necessary equipment required to perform the work shown and described on the plans, specifications, and contract drawings for the **POOL LOCKER ROOM RENOVATIONS AT HOMMOCKS MIDDLE SCHOOL**.

The undersigned does further certify to the Owner that it is financially responsible and financially capable of accomplishing the work to be performed under the said contract above mentioned.

The undersigned does further certify to the Owner that it is fully qualified to perform the work under the said contract above mentioned.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, _____.

President

Sworn and subscribed to
before me this _____ day
of _____, _____.

Notary Public

QUALIFICATIONS OF BIDDERS

Experience and Qualifications of the Bidder: Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a bid is submitted:

- a. A description of its experience with projects of comparative size, complexity, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;
- b. Documentation from each of the projects it has performed capital work in the last five (5) years concerning the bidder's:
 - (i) timeliness of performance of the work of the project
 - (ii) evidence that the project was completed to the Owner's satisfaction;
 - (iii) whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;
 - (iv) whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;
 - (v) whether any liens were filed on the project by subcontractors or material suppliers of the bidder;
 - (vi) whether the bidder was defaulted on the project by the owner;
 - (vii) whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;
- c. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.
- d. Documentation evidencing the bidder's existence under the same name for the last five (5) years.
- e. Documentation evidencing the bidder's Worker's Compensation Experience Modification.

STATEMENT OF BIDDER'S QUALIFICATIONS

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE ANSWER TO ALL OF THE QUESTIONS IN THIS STATEMENT. IN THE EVENT A COMPLETE ANSWER IS NOT PROVIDED, THE BID WILL BE REJECTED.

1. Name of Bidder

2. Type of Business Entity

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

4. For how many years has the bidder done business under its present name?

5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.

6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

6b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations.

7. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

8. Has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

9. Has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

10. Has the bidder been named as a party in any lawsuit arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

11. Has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

12. Has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

13. Has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

15. Has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

16. Has the bidder bid on any projects for the period September 1, 2012 to present? If the answer to this question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #16 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #17 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

18. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #18 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

19. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going project. If the answer to this question is yes, list the project(s) for which the surety provided supervisory services.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #19 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

20. Bidder's Worker's Compensation Experience Modifier: _____

Dated:

By: _____

(Signature)

(Print Name and Title)

Sworn to before me this
_____ day of _____, 20__.

Notary Public

BIDDER'S PERSONNEL
MAMARONECK UNION FREE SCHOOL DISTRICT

Give names of all officers of the corporation:

Give the names of the executive, principal, or superintendent who will give personal attention to the work wherever required:

CONFLICT OF INTEREST CERTIFICATE

Pursuant to Section 2:4-15 of the Administrative Code of the State of New York, the undersigned does herewith certify that no officer or employee is interested in this contract, nor shall he participate in any profits with the undersigned or any other person, or receive any compensation, commission, gift, or other reward for his services, except the salary or fees established by law or by ordinance or resolution of the council.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed this _____ day of _____, _____.

Sworn and subscribed to before me this _____ day of _____, _____.

President
(Or Authorized Agent of Corporation)

Secretary

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name

Title

1. Does any School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? _____ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the School District? _____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (for purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)? _____ If yes, set forth below the School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

A(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 20____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____

201____

Notary Public: _____

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE
WITH THE IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____
Describe the type of activities including but not limited to the amounts and the nature of the investments
(e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of
the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this

_____ day of _____

201____

Notary Public: _____

Sexual Harassment Prevention Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: _____

Bidder Address: _____

Signature: _____

Print Name and Title: _____

Date: _____

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions, Indemnification, the Contractor will be required to sign the following "Hold Harmless" Agreement with the BOARD OF EDUCATION. Compliance with the foregoing requirements for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

The undersigned hereby agrees to defend, indemnify, and save harmless the BOARD OF EDUCATION, its officers and employees from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractor or by a third party, the contractor covenants and agrees that he will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, Architect/Engineer and Construction Manager, in any such litigation, the Contractor shall at his own expense satisfy and discharge the same.

By:

(Signature of Authorized Representative of Corporation)

(Print Name and Title)

(Date)

New York State Prevailing Wage Rates



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Mamaroneck UFSD

Janine Milz
Administrative Assistant
LAN Associates, EPAS, LLP
Goshen NY 10924

Schedule Year 2024 through 2025
Date Requested 08/27/2024
PRC# 2024010903

Location HOMMOCKS MIDDLE SCHOOL
Project ID# 4.1092.87
Project Type POOL LOCKER ROOM RENOVATIONS

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 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 NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Mamaroneck UFSD

Janine Milz
Administrative Assistant
LAN Associates, EPAS, LLP
Goshen NY 10924

Schedule Year 2024 through 2025
Date Requested 08/27/2024
PRC# 2024010903

Location HOMMOCKS MIDDLE SCHOOL
Project ID# 4.1092.87
Project Type POOL LOCKER ROOM RENOVATIONS

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.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

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



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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Westchester County General Construction

| | |
|-------------|------------|
| Boilermaker | 08/01/2024 |
|-------------|------------|

JOB DESCRIPTION BoilermakerDISTRICT 4

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

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

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

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

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

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

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

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

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

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

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

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

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

4-5

| | |
|-----------|------------|
| Carpenter | 08/01/2024 |
|-----------|------------|

JOB DESCRIPTION CarpenterDISTRICT 8

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

| | |
|-----------|------------|
| WAGES | |
| Per hour: | 07/01/2024 |

Piledriver \$ 60.59
+ 10.00*

Dockbuilder \$ 60.59
+ 10.00*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.79

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

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

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

Supplemental benefits per hour:

All Terms: \$ 32.34

8-1556 Db

Carpenter

08/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 25.20 | \$ 28.20 | \$ 32.45 | \$ 40.33 |

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

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

Supplemental benefits per hour:

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

8-2287

Carpenter**08/01/2024**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
 + 10.00*

Marine Tender \$ 55.00
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

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

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

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter**08/01/2024**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Building
Millwright \$ 59.35
 + 13.12*

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

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

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

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

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

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

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

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

Supplemental benefits per hour:

One (1) year terms:

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

8-740.1

Carpenter

08/01/2024

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per Hour:
07/01/2024

Timberman \$ 55.59
 + 10.26*

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

SUPPLEMENTAL BENEFITS

Per Hour:
07/01/2024

\$ 44.96

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

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

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

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

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

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

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

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

Supplemental benefits per hour:

All terms \$ 31.95

8-1556 Tm

Carpenter

08/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour: 07/01/2024

Core Drilling:

Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:

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

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

08/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

Applies to CAPRENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

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

*For all hours paid straight or premium.

**To be allocated at a later date.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

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

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

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

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.25

11-279.1B/HH

Electrician

08/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

9-3H

Electrician

08/01/2024

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

| Per hour: | | |
|---------------|----------|---------|
| Journeyworker | \$ 59.39 | \$61.09 |

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

Supplemental Benefits per hour:

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

8-3/W

Electrician

08/01/2024

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

8-3m

Elevator Constructor

08/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

07/01/2024

03/17/2025

Elevator Constructor

\$ 80.35

\$ 83.37

Modernization &
Service/Repair

63.16

65.54

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor

\$ 46.367

\$ 47.654

Modernization &
Service/Repairs

45.217

46.470

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term*
50%

2nd & 3rd Term*
50%

4th & 5th Term
55%

6th & 7th Term
65%

8th & 9th Term
75%

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

SUPPLEMENTAL BENEFITS:

07/01/2024

03/17/2025

Elevator Constructor

1st Term

\$ 0.00

\$ 0.00

2nd & 3rd Term

36.15

36.90

4th & 5th Term

37.19

37.99

6th & 7th Term

38.80

39.70

8th & 9th Term

40.41

41.40

Modernization &
Service/Repair

1st Term

\$ 0.00

\$ 0.00

2nd & 3rd Term

36.15

36.90

4th & 5th Term

37.19

37.99

6th & 7th Term

38.80

39.70

| | | | |
|----------------|-------|-------|-----|
| 8th & 9th Term | 40.41 | 41.40 | 4-1 |
|----------------|-------|-------|-----|

| | |
|-----------------------------|-------------------|
| Elevator Constructor | 08/01/2024 |
|-----------------------------|-------------------|

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

WAGES

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

SUPPLEMENTAL BENEFITS

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

| | |
|----------------|-------------------|
| Glazier | 08/01/2024 |
|----------------|-------------------|

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

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

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

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2024

Glazier, Glass Tinting \$ 42.13

Window Film, Scaffolding
and Mechanical Equipment

Repair & Maintenance 24.62

OVERTIME PAY

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

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

HOLIDAY

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

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

For 'Repair & Maintenance'

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term \$ 22.34

2nd term 30.64

3rd term 40.87

4th term 50.14

Supplemental Benefits:

(Per hour)

1st term \$ 19.27

2nd term 27.34

3rd term 32.85

4th term 36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

08/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Insulators

Heat & Frost \$ 71.01

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators \$ 36.76

Heat & Frost

OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

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

Supplemental Benefits:

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

4-12

Insulator - Heat & Frost

08/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2024

Insulator \$ 60.85

Discomfort &
Additional Training** 63.92

Fire Stop Work* 32.97

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 38.25

Discomfort &
Additional Training 40.32

Fire Stop Work:
Journeyworker 19.48

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

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

Discomfort & Additional Training Apprentices:

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

Supplemental Benefits paid per hour:

Insulator Apprentices:

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

Discomfort & Additional Training Apprentices:

| | |
|----------|----------|
| 1st term | \$ 20.50 |
| 2nd term | 24.47 |

| | | |
|----------|-------|------|
| 3rd term | 28.43 | |
| 4th term | 32.39 | |
| | | 8-91 |

| | |
|-------------------|-------------------|
| Ironworker | 08/01/2024 |
|-------------------|-------------------|

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|-----------------------------|----------|
| Stone Derrickmen Rigger | \$ 45.52 |
| Stone Handset Derrickman | 44.76 |

OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

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

Supplemental Benefits:

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

Stone Handset:

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

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

Supplemental Benefits:

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

9-197D/R

| | |
|-------------------|-------------------|
| Ironworker | 08/01/2024 |
|-------------------|-------------------|

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Guide Rail 47.65

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 66.29

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1 year terms

07/01/2024

1st Term \$ 25.98

2nd Term 28.45

3rd Term 30.80

4th Term 34.39

Supplemental Benefits per hour:

1st Term \$ 16.29

2nd Term 18.29

3rd Term 19.29

4th Term 20.29

4-580-Or

Ironworker

08/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2024

01/01/2025

Ironworker:

Structural \$ 57.20

Bridges

Machinery

Additional

\$ 1.75/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 89.85

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st \$ 30.23

2nd 30.83

3rd - 6th 31.44

Supplemental Benefits

PER HOUR PAID: 62.47

4-40/361-Str

Ironworker

08/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2024

Reinforcing &
Metal Lathing \$ 56.95

"Base" Wage 55.20
plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:
Reinforcing & Metal Lathing \$ 44.63

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 51.13
Double Time 57.63

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

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

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

SUPPLEMENTAL BENIFITS

Per Hour:

| 1st term | 2nd term | 3rd term | 4th Term |
|----------|----------|----------|----------|
| \$18.17 | \$21.34 | \$22.00 | \$22.50 |

After 01/01/2020:

| 1st term | 2nd term | 3rd term | 4th Term |
|----------------|-------------|-------------|-------------|
| Wage Per Hour: | | | |
| \$ 22.55 | \$ 23.60 | \$ 24.60 | \$ 25.65 |
| "Base" Wage | | | |
| \$21.00 | \$22.00 | \$23.00 | \$24.00 |
| plus \$1.55 | plus \$1.60 | plus \$1.60 | plus \$1.65 |

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

SUPPLEMENTAL BENIFITS

Per Hour:

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

Laborer - Building

08/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour 07/01/2024

Laborer \$ 43.40
plus \$5.45**

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

* Abatement/Removal of:

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

** This portion is not subject to overtime premium.

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

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2024

Journeyworker \$ 31.95

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

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

Supplemental Benefits per hour:

Apprentices
All terms \$ 23.60

8-235/B

Laborer - Heavy&Highway

08/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

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

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

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

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

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

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

Wages:(per hour) 07/01/2024

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

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

OVERTIME PAY

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

HOLIDAY

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

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

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

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

REGISTERED APPRENTICES

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

Supplemental Benefits per hour:

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

8-60H/H

Laborer - Tunnel

08/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

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

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

08/01/2024

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

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

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

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

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

Per hour: 07/01/2024

Group A:

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

Group B:

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

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

07/01/2024

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

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

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90

*plus 7% of
the hourly
wage paid

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

6-1249aWest

Lineman Electrician - Teledata

08/01/2024

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2024

01/01/2025

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

01/01/2025

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

08/01/2024

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

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

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

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

Per hour: 07/01/2024

Group A:

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

Group B:

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A

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

Group B

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

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

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

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

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

6-1249aWestLT

Mason - Building

08/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

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

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

| | |
|-----------|-----------------------|
| Per Hour: | \$ 27.66* + \$8.50 |
|-----------|-----------------------|

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

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(750 hour) term at the following wage rate:

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

Supplemental Benefits per hour:

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

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

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

9-7/52A

| | |
|-------------------------|-------------------|
| Mason - Building | 08/01/2024 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2024

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

Additional \$1.00 per hour for power saw work

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

SHIFT WORK

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

Irregular workday requires 15% premium

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

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

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|------------|----------|
| Journeyman | \$ 38.50 |
|------------|----------|

OVERTIME PAY

OVERTIME:

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5wp-b

| | |
|-------------------------|-------------------|
| Mason - Building | 08/01/2024 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

| | |
|----------------------------|-----------------------|
| Per hour: | |
| Mosaic & Terrazzo Mechanic | \$ 31.36* + \$9.78 |
| Mosaic & Terrazzo Finisher | \$ 31.36* + \$9.77 |

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE
07/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

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

REGISTERED APPRENTICES

| | | | | | | |
|---------------------------------|-------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Wages Per hour: | 1st 0- 1500 | 2nd 1501- 3000 | 3rd 3001- 3750 | 4th 3751- 4500 | 5th 4501- 5250 | 6th 5251- 6000 |
| 07/01/2024 | \$ 25.19 | \$ 32.39 | \$ 38.18 | \$ 40.78 | \$ 49.00 | \$ 55.75 |
| Supplemental Benefits per hour: | | | | | | |
| 07/01/2024 | \$7.12* + 3.43 | \$9.16* + 4.40 | \$17.22* + 5.87 | \$23.86* + 6.84 | \$24.86* + 7.83 | \$27.36* + 8.80 |

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

9-7/3

| | |
|------------------|------------|
| Mason - Building | 08/01/2024 |
|------------------|------------|

JOB DESCRIPTION Mason - BuildingDISTRICT 9

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

WAGES

| | | |
|------------------------------|------------|------------|
| Per hour: | 07/01/2024 | 01/06/2025 |
| | | Additional |
| Building-Marble Restoration: | | |
| Marble, Stone & | \$ 47.72 | \$ 0.57* |
| Terrazzo Polisher | | |

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker:

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

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

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

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

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

9-7/24-MP

Mason - Building

08/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

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

WAGES
Per Hour:

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

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker \$ 40.05

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

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

REGISTERED APPRENTICES
Wage Per Hour:
07/01/2024

750 hour terms at the following wage

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

Supplemental Benefits per hour:

07/01/2024

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

| | |
|-------------------------|-------------------|
| Mason - Building | 08/01/2024 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

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

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

| |
|-----------|
| \$ 24.56* |
| + 8.32 |

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

OVERTIME PAY

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

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

HOLIDAY

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

9-7/88A-tf

| | |
|-------------------------|-------------------|
| Mason - Building | 08/01/2024 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

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

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

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

| | |
|------------------------|----------|
| Marble, Stone | |
| Maintenance Finishers: | \$ 15.74 |

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour:

| | |
|-----------|------------|
| | 07/01/2024 |
| 0-750 | \$ 22.32 |
| 751-1500 | 23.04 |
| 1501-2250 | 23.75 |
| 2251-3000 | 24.48 |

| | |
|-----------|-------|
| 3001-3750 | 25.56 |
| 3751-4500 | 27.00 |
| 4501+ | 27.72 |

Supplemental Benefits:
Per hour:

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

9-7/24M-MF

Mason - Building / Heavy&Highway

08/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Marble-Finisher \$ 49.99 \$ 0.53*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:
Per hour

Marble- Finisher \$ 37.39

OVERTIME PAY

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

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

HOLIDAY

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

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

9-7/20-MF

Mason - Heavy&Highway

08/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour: 07/01/2024

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

Additional \$1.00 per hour for power saw work

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

SHIFT WORK

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

Irregular workday requires 15% premium

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 38.50

OVERTIME PAY

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

All Others See (B, E, Q,)

HOLIDAY

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

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

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

- Supplemental Benefits are not paid for paid Holiday

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5WP-H/H

Operating Engineer - Building

08/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

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

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

Wages:(Per Hour) 07/01/2024

Building Construction:

| | |
|----------------|----------|
| Party Chief | \$ 79.99 |
| Instrument Man | 60.36 |
| Rodman | 40.45 |

Steel Erection:

| | |
|----------------|-------|
| Party Chief | 83.13 |
| Instrument Man | 64.21 |
| Rodman | 44.33 |

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

| | |
|----------------|-------|
| Party Chief | 88.06 |
| Instrument man | 65.66 |
| Rodman | 55.70 |

SUPPLEMENTAL BENEFITS

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

* This portion subject to SAME premium as wages

| | |
|--|-------|
| Non-Worked Holiday Supplemental Benefit: | 21.83 |
|--|-------|

OVERTIME PAY

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

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

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

HOLIDAY

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

9-15Db

Operating Engineer - Building

08/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

GROUP I:

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

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

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

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

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

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

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

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

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

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

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

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2024

GROUP I

Cranes- up to 49 tons \$ 67.43

Cranes- 50 tons to 99 tons 69.77

Cranes- 100 tons and over 79.64

GROUP I-A 59.04

GROUP I-B 54.41

GROUP II 56.97

GROUP III-A 54.88

GROUP III-B 52.25

GROUP IV-A 54.33

GROUP IV-B 45.94

GROUP V 49.53

Group VI-A 57.96

GROUP VI-B

Utility Man 47.00

Warehouse Man 49.26

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

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.32

OVERTIME PAY

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

HOLIDAY

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

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

8-137B

Operating Engineer - Heavy&Highway

08/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

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

WAGES: Per hour: 07/01/2024

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 34.85 up
to 40 Hours

After 40 hours
\$ 25.55* PLUS

\$ 1.25 on all
hours worked

*This amount is subject to premium

OVERTIME PAY

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

HOLIDAY

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

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

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

** For Holiday Codes 5 & 6 code U applies

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

REGISTERED APPRENTICES

(1)year terms at the following rate.

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

26.85

8-137HH

Operating Engineer - Heavy&Highway

08/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

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

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

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2024

| | |
|----------------|----------|
| Party Chief | \$ 84.94 |
| Instrument Man | 63.15 |
| Rodman | 53.43 |

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

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

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

Double Time \$ 60.08* + \$7.64

Non-Worked Holiday Supplemental Benefits:
\$ 21.83

OVERTIME PAY

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

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

HOLIDAY

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

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

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

08/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

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

WAGES: (per hour)

07/01/2024

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

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

OVERTIME PAY

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

HOLIDAY

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

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

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

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

REGISTERED APPRENTICES

(1)year terms at the following rates:

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

Supplemental Benefits per hour:

| | |
|-----------|----------|
| All terms | \$ 26.85 |
|-----------|----------|

8-137Tun

Operating Engineer - Marine Dredging

08/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour: 07/01/2024

| | |
|----------|----------|
| CLASS A1 | \$ 45.26 |
|----------|----------|

Deck Captain, Leverman,
Mechanical Dredge Operator,
Licensed Tug Operator 1000HP or more.

| | |
|----------|-------|
| CLASS A2 | 40.33 |
|----------|-------|

Crane Operator (360 swing)

| | |
|---------|--|
| CLASS B | To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits. |
|---------|--|

Dozer, Front Loader
Operator on Land

| | |
|----------|-------|
| CLASS B1 | 39.14 |
|----------|-------|

Derrick Operator (180 swing)
Spider/Spill Barge Operator

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

CLASS B2 36.84
Certified Welder

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

CLASS C2 34.68
Boat Operator

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

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

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

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

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour: 07/01/2024
Survey Classifications

Party Chief \$ 49.39
Instrument Man 40.96
Rodman 35.63

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.75

OVERTIME PAY

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

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

HOLIDAY

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

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

| | |
|----------------|-------------------|
| Painter | 08/01/2024 |
|----------------|-------------------|

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|-------------|----------|
| Paperhanger | \$ 36.73 |
| All others | 34.31 |
| Premium | 38.28** |

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

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

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

8-NYDC9-B/S

| | |
|----------------|-------------------|
| Painter | 08/01/2024 |
|----------------|-------------------|

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

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

WAGES

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

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated a later date.

SUPPLEMENTAL BENEFITS

| | |
|------------|----------|
| Per hour: | |
| Journeyman | \$ 34.31 |

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour:

1500 hour terms at the following wage rate:

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

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

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

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

08/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

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

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

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43
+ 31.55*

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

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

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

8-DC-9/806/155-BrSS

Painter - Line Striping

08/01/2024

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

| | | | |
|-----------------------------|------------|------------|------------|
| Painter (Striping-Highway): | 07/01/2024 | 04/01/2025 | 04/01/2026 |
| Striping-Machine Operator* | \$ 34.12 | \$ 35.49 | \$ 36.93 |
| Linerman Thermoplastic | 41.12 | 42.74 | 44.44 |

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator: \$23.65 \$ 24.30 \$ 24.95

Linerman Thermoplastic: 23.65 24.30 24.95

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

| | | | |
|------------|----------|----------|----------|
| All terms: | \$ 23.65 | \$ 24.30 | \$ 24.95 |
|------------|----------|----------|----------|

8-1456-LS

Painter - Metal Polisher

08/01/2024

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2024

Metal Polisher \$ 39.33

Metal Polisher* 40.43

Metal Polisher** 43.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2024

1st year \$ 19.67

2nd year 21.63

3rd year 23.60

1st year* \$ 22.06

| | |
|------------|----------|
| 2nd year* | 22.07 |
| 3rd year* | 24.14 |
| 1st year** | \$ 22.17 |
| 2nd year** | 24.13 |
| 3rd year** | 26.10 |

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:
Per hour:

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

8-8A/28A-MP

| | |
|----------------|-------------------|
| Plumber | 08/01/2024 |
|----------------|-------------------|

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2024

Plumber and

Steamfitter

\$ 63.76

SHIFT WORK

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 43.61

OVERTIME PAY

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

OVERTIME:... See on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following wages:

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

Supplemental Benefits per hour:

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

8-21.1-ST

| | |
|---------------------------------|-------------------|
| Plumber - HVAC / Service | 08/01/2024 |
|---------------------------------|-------------------|

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

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

WAGES

Per hour: 07/01/2024

HVAC Service \$ 43.43
+ \$ 4.47*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 30.39

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

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

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

Supplemental Benefits per hour:

Apprentices 07/01/2024

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

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

08/01/2024

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2024

Journeyworker: \$ 49.63

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 36.44

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

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

Supplemental Benefits per hour:

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

8-21.3-J&A

Roofer

08/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50
+ \$7.00*

* This portion is not subjected to overtime premiums.

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

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

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

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

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

Supplements:

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

* This portion is not subjected to overtime premiums.

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

| 1st | 2nd | 3rd | 4th | 5th |
|----------|----------|----------|----------|----------|
| \$ 18.43 | \$ 21.82 | \$ 24.25 | \$ 29.10 | \$ 36.37 |
| | + 3.16* | + 3.50* | + 4.20* | + 5.26 |

Supplements:

| 1st | 2nd | 3rd | 4th | 5th |
|---------|----------|----------|----------|----------|
| \$ 7.73 | \$ 14.59 | \$ 16.17 | \$ 19.31 | \$ 24.02 |

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker**08/01/2024**

JOB DESCRIPTION Sheetmetal Worker**DISTRICT** 8**ENTIRE COUNTIES**

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

WAGES

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

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

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 46.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

Apprentices

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

8-38

Sheetmetal Worker**08/01/2024**

JOB DESCRIPTION Sheetmetal Worker**DISTRICT** 4**ENTIRE COUNTIES**

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

WAGES

Per Hour:

Sign Erector \$ 58.00

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Sign Erector \$ 57.12

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

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

SUPPLEMENTAL BENEFITS
Per Hour:

| | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 16.05 | \$ 18.21 | \$ 20.37 | \$ 22.53 | \$ 31.17 | \$ 33.91 | \$ 37.53 | \$ 40.34 | \$ 43.17 | \$ 45.97 |
| 4-137-SE | | | | | | | | | |

Sprinkler Fitter

08/01/2024

JOB DESCRIPTION Sprinkler Fitter **DISTRICT 1**

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

WAGES
Per hour 07/01/2024

Sprinkler \$ 53.34
Fitter

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker \$ 30.77

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

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

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

REGISTERED APPRENTICES
Wages per hour

One Half Year terms at the following wage.

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

Supplemental Benefits per hour

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

Teamster - Building / Heavy&Highway

08/01/2024

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT 8**

ENTIRE COUNTIES
Putnam, Westchester

WAGES
GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.
GROUP AA: Tack Coat
GROUP B: Tractor & Trailers (all types).
GROUP BB: Tri-Axle,14 Wheeler
GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

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

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

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

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

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

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

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

WAGES:(per hour)

07/01/2024

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

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

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

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

OVERTIME PAY

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

HOLIDAY

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

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

8-456

Welder

08/01/2024

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐

01 DOT

☐

02 OGS

☐

03 Dormitory Authority

☐

04 State University
Construction Fund

☐

05 Mental Hygiene
Facilities Corp.

☐

06 OTHER N.Y. STATE UNIT

☐

07 City

☐

08 Local School District

☐

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

☐

10 Village

☐

11 Town

☐

12 County

☐

13 Other Non-N.Y. State
(Describe)

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

Telephone

Fax

E-Mail:

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

☐

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

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

10. Name and Title of Requester

Signature



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

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

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

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

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

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

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|---|---------------------------------|---|----------------------|--------------------|
| DOL | DOL | *****5754 | 0369 CONTRACTORS, LLC | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | DOL | *****5784 | A.J.M. TRUCKING, INC. | | PO BOX 2064 MONROE NY 10950 | 02/12/2024 | 02/12/2029 |
| DOL | AG | *****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. | | 400 OSER AVE #2300HAUPPAUGE NY 11788 | 09/11/2019 | 09/11/2024 |
| DOL | NYC | | ALL COUNTY SEWER & DRAIN, INC. | | 7 GREENFIELD DR WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | DOL | *****8387 | AMERICAN PAVING & MASONRY, CORP. | | 8 FOREST AVE GLEN COVE NY 11542 | 05/24/2024 | 05/24/2029 |
| DOL | DOL | *****8654 | AMERICAN PAVING, INC. | | 8 FORREST AVE. GLEN COVE NY 11542 | 05/24/2024 | 05/24/2029 |
| DOL | NYC | | AMJED PARVEZ | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ANGELO GARCIA | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | DOL | | ANGELO STANCO | | 8 FOREST AVE. GLEN COVE NY 11542 | 05/24/2024 | 05/24/2029 |
| DOL | DOL | | ANGELO TONDO | | 449 WEST MOMBSHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****4231 | ANKER'S ELECTRIC SERVICE, INC. | | 10 SOUTH 5TH ST LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | DOL | | ANTHONY MONGELLI | | PO BOX 2064 MONROE NY 10950 | 02/12/2024 | 02/12/2029 |
| DOL | NYC | | ARADCO CONSTRUCTION CORP | | 115-46 132RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ARNOLD A. PAOLINI | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | ARSHAD MEHMOOD | | 168-42 88TH AVENUE JAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | NYC | | AVM CONSTRUCTION CORP | | 117-72 123RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | AZIDABEGUM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****8421 | B & B DRYWALL, INC | | 206 WARREN AVE APT 1WHITE PLAINS NY 10603 | 12/14/2021 | 12/14/2026 |
| DOL | DOL | | B&L RENOVATION CO. | | 618 OCEAN PARKWAY APT A6BROOKLYN NY 11230 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | BERNARD BEGLEY | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | NYC | *****2113 | BHW CONTRACTING, INC. | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | *****3627 | BJB CONSTRUCTION CORP. | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | DOL | *****5078 | BLACK RIVER TREE REMOVAL, LLC | | 29807 ANDREWS ROAD BLACK RIVER NY 13032 | 10/17/2023 | 10/17/2028 |
| DOL | DOL | | BRADLEY J SCHUKA | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | DOL | *****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****4083 | C.P.D. ENTERPRISES, INC | | P.O BOX 281 WALDEN NY 12586 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****5161 | CALADRI DEVELOPMENT CORP. | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | DOL | *****3391 | CALI ENTERPRISES, INC. | | 1223 PARK STREET PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | CALVIN WALTERS | | 465 EAST THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | *****4155 | CASA BUILDERS, INC. | FRIEDLANDER CONSTRUCTI ON | 64 N PUTT CONNERS ROAD NEW PALTZ NY 12561 | 05/10/2023 | 05/10/2028 |
| DOL | AG | *****7247 | CENTURY CONCRETE CORP | | 2375 RAYNOR ST RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****0026 | CHANTICLEER CONSTRUCTION LLC | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | NYC | *****2117 | CHARAN ELECTRICAL ENTERPRISES | | 9-11 40TH AVENUE LONG ISLAND CITY NY 11101 | 09/26/2023 | 09/26/2028 |

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

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

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

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

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

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

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

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

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

| | | | | | | | |
|-----|-----|-----------|---|--------------------------------|--|------------|------------|
| DOL | DOL | *****2045 | SCOTT DUFFIE | DUFFIE'S ELECTRIC, INC. | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | | SCOTT DUFFIE | | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | DA | | SILVANO TRAVALJA | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | DOL | *****0440 | SOLAR GUYS INC. | | 8970 MIKE GARCIA DR MANASSAS VA 20109 | 07/16/2021 | 07/16/2026 |
| DOL | NYC | | SOMATIE RAMSUNAHAI | | 115-46 132ND ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****2221 | SOUTH BUFFALO ELECTRIC, INC. | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3661 | SPANIER BUILDING MAINTENANCE CORP | | 200 OAK DRIVE SYOSSET NY 11791 | 03/14/2022 | 03/14/2027 |
| DOL | DOL | | STANADOS KALOGELAS | | 485 RAFT AVENUE HOLBROOK NY 11741 | 10/19/2021 | 10/19/2026 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | DOL | *****6844 | STEAM PLANT AND CHX SYSTEMS INC. | | 14B COMMERCIAL AVENUE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****9528 | STEEL-IT, LLC. | | 17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | *****3800 | SUBURBAN RESTORATION CO. INC. | | 5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | *****9150 | SURGE INC. | | 8269 21ST STREET BELLEROSE NY 11426 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | SYED RAZA | | 198 RIDGE AVENUE NY 11581 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | | TARLOK SINGH | | 95-27 116TH STREET QUEENS NY 11419 | 05/28/2024 | 05/28/2029 |
| DOL | DOL | | TARLOK SINGH | | 95-27 116TH STREET QUEENS NY 11419 | 07/12/2024 | 07/12/2029 |
| DOL | DOL | | TERRY THOMPSON | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****9733 | TERSAL CONSTRUCTION SERVICES INC | | 107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL CONTRACTORS, INC. | | 221 GARDNER RD P.O BOX 14POMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL DEVELOPMENT CORP. | | 1935 TEALL AVENUE SYRACUSE NY 13206 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | *****5766 | THE COKER CORPORATION | COKER CORPORATIO N | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | TIMOTHY PERCY | | 29807 ANDREWS ROAD BLACK RIVER NY 13612 | 10/17/2023 | 10/17/2028 |
| DOL | DA | *****1050 | TRI STATE CONSTRUCTION OF NY CORP. | | 50-39 175TH PLACE FRESH MEADOWS NY 11365 | 03/28/2022 | 03/28/2027 |
| DOL | DA | *****4106 | TRIPLE H CONCRETE CORP | | 2375 RAYNOR STREET RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****8210 | UPSTATE CONCRETE & MASONRY CONTRACTING CO INC | | 449 WEST MOMBSHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****6418 | VALHALLA CONSTRUCTION, LLC. | | 796 PHLEPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | NYC | *****2426 | VICKRAM MANGRU | VICK CONSTRUCTI ON | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | VICKRAM MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | VIKTORIA RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3673 | WALTERS AND WALTERS, INC. | | 465 EAST AND THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| 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 |

NYSDOL Bureau of Public Work Debarment List 08/23/2024

Article 8

| | | | | | | | |
|-----|-----|--|---------------------|--|--|------------|------------|
| DOL | DOL | | WILLIAM SCRIVENS | | 4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902 | 07/18/2024 | 07/18/2029 |
| DOL | DOL | | XENOFON EFTHIMIADIS | | 29-10 38TH AVENUE LONG ISLAND CITY NY 11101 | 10/11/2023 | 10/11/2028 |

AGREEMENT made as of the day of in the year of Two Thousand .

BETWEEN the Owner
(Name and address)

and the Contractor:
(Name and address)

The Project is:
(Name and location)

The Architect is:
(Name and address)

The Construction Manager is:
(Name and address)

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, specifications, Addenda issued prior to execution of this Agreement, other documents listed in Article 9 of this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the work and substantial completion of the work of this contract shall be in accordance with the schedule set forth in the Project Manual.

3.2 Time is of the essence respecting the contract documents and all obligations thereunder.

3.3 Upon the execution of this Agreement, the Contractor shall provide the Owner with copies of all contracts entered into between the Contractor and subcontractors or material suppliers. The Contractor's obligation to provide the Owner with said contracts shall continue for the duration of the Project.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Bid Proposal Form (attached hereto) and are hereby accepted by the Owner:

4.3 Unit prices are as set forth in Exhibit A hereto.

ARTICLE 5

PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

All progress payments shall be based upon an estimate and a certificate, made by the Architect, of the materials furnished, installed and suitably stored at the site and the work done by the Contractor, and payment shall be made in installments of ninety-five percent (95%) of the amount certified as earned so that, at the completion of the work, there will be a retainage of five percent (5%) of the Total Contract Sum. Retainage shall be paid to the Contractor upon final completion of the work of this contract. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

The Contractor shall submit with each application for payment the following:

1. A current Sworn Statement from the Contractor setting forth all subcontractors and materialmen with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or materialman in the application for payment and the amount to be paid to the Contractor from such progress payment;

2. Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after the fact" waivers of mechanics' and materialmen's liens from all subcontractors, materialmen and, when appropriate, from lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, materialmen and, where appropriate, from lower tier subcontractors, covering all amounts described in this Paragraph 5.2;

3. Such other information, documentation and materials as the Owner or the Architect may require.

5.3 Payment shall not be released to the Contractor until the Owner receives the following documentation:

1. Certified payroll for employees and employees of subcontractors performing work on the Project.

2. Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed including compliance with all provisions of the Contract Documents except for the Contractor's responsibility to correct nonconforming Work under Article 15(B) of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows or as soon thereafter as is practicable.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

1. that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

2. that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;

3. that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

4. that its execution of this Agreement and its performance thereof is within its duly authorized powers;

5. that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contract Documents; and

6. that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence or projects of the size, complexity and nature of the particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All

representations and warranties set forth in this Agreement, including without limitation, this Paragraph 7.2, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner as provided in the General Conditions.

8.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction as set forth in the Project Manual and attached hereto.

9.1.3 The Specifications are as set forth in the Project Manual and indexed in Exhibit "B" hereto.

9.1.4 The Drawings are those as indexed in Exhibit "C" hereto.

9.1.5 The Addenda, if any, are as follows:

| Addendum No. | Date | Number of Pages |
|--------------|------|-----------------|
|--------------|------|-----------------|

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

CONTRACTOR

By _____
(Signature) Asst. Supt. for Business

By _____
(Signature) President

(Printed name and title)

(Printed name and title)

SECTION 006100 – BOND REQUIREMENTS
See the conditions set forth in Article 11 of the General Conditions

- 1.01 The Contractor shall furnish separate performance and labor and material payment bonds each meeting per the requirements of Article 11 of the General Conditions and in an amount reflecting 100% of the entire amount of the construction contract.
- 1.02 The Contractor (s) shall include in his proposal amount the total premiums for the performance and labor and material payment bonds.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

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.

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

Init.

/



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:

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

SURETY

Company: (Corporate Seal)

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 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

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.

/



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)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

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

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:

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SECTION 006300 – REQUESTS FOR INFORMATION (RFI)

PART 1 - GENERAL

1.01 SUMMARY

- A. Refer to Article 6 (T) of the General Conditions.
- B. This document is for issuance at the Post Bid/Pre-Construction Conference and specifies administrative and procedural requirements for handling requests for information (RFI's) made after award of Contract.
- C. Attention is directed to Sections 013300 and 013200 of Division #1 as same concerns construction progress schedules, submittals of shop drawings, samples and product data in general.

1.02 SUBMITTALS PROCEDURES: RFI's shall be submitted in the following manner:

- A. One (1) completed copy of form following to Architect with copies to Owner (as directed) and appropriate Consultants with the following minimum information:
 - 1. Work identified by RFI listing affected Drawing(s) and specific detail(s) and Specification paragraph reference(s).
 - 2. Identify specific field conditions and "as-built" conditions on sketches attached to RFI submittal.
 - 3. If RFI addresses conflict(s) in, or between Contract Documents, describe completely and provide such data necessary to permit thorough and proper response by affected discipline.
 - 4. Indicate proposed solution along with any impacts on cost and construction time.
 - 5. Listing of Trade/Specialty Contractors affected by RFI and indication that RFI proposal has been coordinated with said contractors.

INCOMPLETE RFI'S WILL BE RETURNED TO CONTRACTOR WITHOUT ACTION TAKEN.

1.03 REVIEW PROCEDURES/ACTIONS

- A. Architect/Engineer may request additional information or documentation as may be deemed necessary for fair evaluation of RFI.
- B. Architect/Engineer will respond with reasonable promptness as outlined in Section 013300 in writing and may, if deemed appropriate issue a "Bulletin" (as defined in the General Conditions) as a clarification to the Contract Documents.

DRAFT AIA[®] Document G716[™] – 2004

Request for Information ("RFI")

| | | |
|---|-------------------------------------|-------------|
| TO: | FROM: | |
| PROJECT: | ISSUE DATE: | RFI No. 001 |
| PROJECT NUMBERS: / | REQUESTED REPLY DATE: COPIES TO: | |
| RFI DESCRIPTION: <i>(Fully describe the question or type of information requested.)</i> | | |
| REFERENCES/ATTACHMENTS: <i>(List specific documents researched when seeking the information requested.)</i> | | |
| SPECIFICATIONS: | DRAWINGS: | OTHER: |
| SENDER'S RECOMMENDATION: <i>(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)</i> | | |
| RECEIVER'S REPLY: <i>(Provide answer to RFI, including cost and/or schedule considerations.)</i> | | |
| BY | DATE | COPIES TO |

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

GENERAL CONDITIONS
of the
CONTRACT for CONSTRUCTION

TABLE OF CONTENTS

| | |
|---|----|
| ARTICLE 1 - DEFINITIONS..... | 1 |
| ARTICLE 2 - CONTRACTOR'S REPRESENTATIONS..... | 3 |
| ARTICLE 3 - CONTRACTOR'S CONSTRUCTION PROCEDURES..... | 4 |
| ARTICLE 4 - CONTRACTOR'S USE OF SITE..... | 11 |
| ARTICLE 5 - SUBCONTRACTORS..... | 19 |
| ARTICLE 6 - CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS..... | 21 |
| ARTICLE 7 - CONTRACTOR'S SAFETY/SECURITY PROGRAM | 30 |
| ARTICLE 8 - CHANGES IN THE WORK | 36 |
| ARTICLE 9 - PAYMENTS..... | 40 |
| ARTICLE 10 - INSURANCE REQUIREMENTS..... | 46 |
| ARTICLE 11 - REQUIRED BONDS FOR THE PROJECT..... | 51 |
| ARTICLE 12 - INDEMNIFICATION..... | 53 |
| ARTICLE 13 - TIME FOR COMPLETION OF WORK..... | 55 |
| ARTICLE 14 - DEFICIENT AND INCOMPLETE WORK..... | 58 |
| ARTICLE 15 - FINAL COMPLETION AND CLOSEOUT OF THE PROJECT | 60 |
| ARTICLE 16 - RELEVANT STATUTORY PROVISIONS..... | 62 |
| ARTICLE 17 - TERMINATION OR SUSPENSION | 65 |
| ARTICLE 18 - CLAIMS AND DISPUTES..... | 69 |
| ARTICLE 19 - MISCELLANEOUS PROVISIONS..... | 70 |

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The within document includes detailed provisions concerning the capital improvement work to be performed by the Contractors engaged by the School District. This document contains provisions which relate particularly to capital improvement projects in the school district setting in New York State. The document is incorporated by reference into all contracts to be awarded and should be reviewed carefully by the Contractor to whom the award of contract is made. Consultation with an attorney and insurance representative is advised.

ARTICLE 1 DEFINITIONS

- A. "Addendum" or "Addenda" refers to revised drawings and/or written requirements for the capital improvement work issued by the Architect prior to the time indicated for submission of a bid by a contractor.
- B. The "Architect" is the design professional engaged by the School District to perform design related functions respecting the capital improvement projects to be performed in the School District.
- C. "Board of Education" refers to the Board of Education of the School District.
- D. "Central Administration" refers to the Superintendent of Schools, his/her Assistant Superintendents, and Director of Plant & Facilities.
- E. The "Construction Manager" is the entity engaged by the School District to act as its representative during the course of construction of the Project.
- F. The "Contractor" refers to the entity engaged by the School District to perform all or a part of the capital improvement project on its behalf.
- G. The "Drawings" are the plans, elevations, sections, details, schedules and diagrams developed by the Architect for the capital improvement projects to be performed in accordance with the project manual of which these General Conditions of the Contract for Construction form a part.
- H. The "Project" refers to the entire capital improvement project to be performed in accordance with the project manual and may include work by the Owner.
- I. The "Project Manual" is the bound document which is issued simultaneously with the project Drawings and includes the Notice to Bidders, Information to Bidders, Bid Proposal Form, Prevailing Wage Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Contractor to complete the capital improvement work for which it has been engaged.

J. The “Owner” refers to the School District, the Board of Education, its officers, agents and employees.

K. A “Subcontractor” is a person or entity who has a direct contract with the Contractor to provide material and/or labor for the project on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Contractor’s work. A “Sub-subcontractor” is a person or entity who has a direct or indirect contract with a Subcontractor engaged by the Contractor to perform a portion of the Subcontractor’s work at the site, or to otherwise furnish labor, material or other services with respect to a portion of the Subcontractor’s work.

L. The term “Specialist” or “Specialty Contractor” as used in these specifications shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workers skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract.

M. “Accepted”, “directed” “permitted,” “requested,” “required,” and “selected” mean, unless otherwise explained, “accepted by the Architect and/or Owner” “directed by the Architect and/or Owner,” “permitted by the Architect and/or Owner,” “requested by the Architect and/or Owner,” “required by the Architect and/or Owner,” and “selected by the Architect and/or Owner.” However, no such implied meaning will be interpreted to extend the Architect’s responsibility into the Contractor’s area of construction supervision.

N. “As accepted” “or acceptable substitute”, and “for review” mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect’s response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect’s responsibilities and duties as stated in the General Conditions. In no case will “accepted by the Architect” be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

O. “Furnish” means supply and deliver to the Project site or other designated location, ready for unloading, unpacking, storing, assembly, installation, application, erection, or other form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required.

P. “Install” means unload, unpack, use, fit, attach, assemble, apply, place, anchor, erect, finish, cure, protect, clean, and similar operations required to properly incorporate work into the Project.

Q. “Provide” means furnish and install.

R. “Replace” means remove designated, damaged, rejected, defective, unacceptable, or non-conforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.

S. The word “include”, in any form other than “inclusive”, is non-limiting and is not intended to mean all-inclusive.

ARTICLE 2 CONTRACTOR’S REPRESENTATIONS

A. Upon submission of its bid to the Owner, the Contractor expressly represents:

1. The Contractor represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the project site and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work, the availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; and (d) other pertinent limitations on the performance of its work.

2. The Contractor represents and warrants that it has carefully studied and compared the drawings and pertinent provisions of the project manual and that any errors, omissions, ambiguities, discrepancies or conflicts found in said documents have been brought to the attention of the Architect for clarification prior to the Contractor’s submission of its bid. If, in the interpretation of Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Where there is a discrepancy in quantity, the Contractor shall provide the greater quantity; where there is a discrepancy in quality, the Contractor shall provide the superior quality. Addenda supersede the provisions that they amend.

3. Each contractor certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, “out of sequence” or “come back” work for the removal of plant, equipment, temporary wiring or plumbing, etc. This “out of sequence” work may also include phasing of construction activities to accommodate the installation of the work at various locations and orderly fashion and the completion of work at various locations and/or levels at various times. This “phasing”, “out of sequence”, or “come back” work shall be done at no cost to other contractors, the Owner, Architect or the Construction Manager.

B. The Contractor warrants to the Owner that (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents, (2) that its work will be free from defects not inherent in the quality required or permitted, and (3) that its work will conform with the terms and conditions of its agreement with the Owner. Work not conforming to these requirements,

including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Contractor's cost and expense. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C. Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following:

1. The drawings and accompanying specifications found in the project manual issued simultaneously with said drawings are sufficiently complete and detailed for the Contractor to (a) perform the work required to produce the results intended by the Owner and (b) comply with all the requirements of its contract with the Owner.

2. The work required to be performed by the Contractor including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform its work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (a) good and prevailing and accepted industry standards applicable to its work; (b) requirements of any warranties applicable to its work; and (c) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of its work.

3. The Drawings and Specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. Work under all items in the Contract must be carried out to meet field conditions to the satisfaction of the Architect and Owner and in accordance with his instructions and the Contract Drawings and Specifications.

4. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to insure proper and accurate fit of materials and items to be installed.

D. The representations set forth herein shall survive expiration and/or termination of the Contractor's agreement with the Owner.

ARTICLE 3 CONTRACTOR'S CONSTRUCTION PROCEDURES

A. 1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures required for the proper execution of its work on the project. Where the drawings and/or project manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole

responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence or procedure shall be borne solely by the Contractor.

2. Neither the Architect, the Construction Manager or the Owner will have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided herein.

3. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.

B. The Contractor shall be responsible for coordinating the work of its own forces and the work of subcontractors engaged by it to perform the work of the project on its behalf. The Contractor shall supply to its own work forces, and subcontractors engaged by it to perform portions of its work, copies of the drawings and project manuals for the work to be performed by such individuals/entities on its behalf. The Contractor shall review any specified or installation procedure with its employees and/or subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's Subcontractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the work on behalf of the Contractor.

C. The Contractor shall be responsible for the inspection of portions of the project performed by its own work force and/or subcontractors engaged by it for the purpose of determining that said work is in proper condition to receive subsequent work.

D. The Contractor shall perform its work in accordance with the standards of the construction industry applicable to work in the locale in which work is to be performed.

E. The Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously will all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

F. 1. If the Contractor has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect, the Construction Manager or the Owner, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

2. In case the progress of the capital improvement work to be performed by the Contractor is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its agreement with the Owner because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the capital improvement work pursuant to its contract.

3. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

4. The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.

G. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its Subcontractors' work forces and other persons carrying out the performance of its work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Contractor. Upon the request of the Owner, said person shall be removed from the Project and not again be assigned to perform the Contractor's work without the written permission of the Owner.

H. Within one (1) week after a Notice to Proceed is received, the Contractor shall employ a competent, full-time Project Manager and On Site Superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each project site whenever and wherever work is in progress to provide for the expeditious completion of the work. Said Project Manager and On Site Superintendent shall be employed until punchlist and closeout of the Project. To the extent work is being performed contemporaneously at different facilities within the School District, the Contractor shall assign different superintendents for each facility at which work is being performed. The Project Manager and On Site Superintendent assigned by the Contractor shall not be changed except with the consent of Owner, unless the Project Manager or On Site superintendent or such assistant proves to be unsatisfactory to the Contractor and/or ceases to be in its employ. The Project Manager and On Site Superintendent shall represent the Contractor, and communications given to the Project Manager or On Site Superintendent, whether verbal or written, shall be as binding as if given to the Contractor. Oral communications to the superintendent(s) or his/her assistant(s) and/or project manager shall be confirmed in writing by the Owner or Architect. The Contractor shall forward to the Owner a copy of the resumes for each of its superintendents, project managers and their assistants. The

Owner, the Construction Manager or the Architect shall have the right to have any supervisory or management staff removed from the project with or without cause.

I. Each Contractor shall provide, or otherwise see that, the project manager, or on site superintendent site managers, and/or responsible workers of each Contractor and major subcontractor are equipped with cellular phones and radios. Each Contractor shall provide the Owner, the Construction Manager and the Architect with the number for each phone and worker.

J. The Contractor's supervisory personnel, including superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, superintendents and/or their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel, superintendents and/or assistants.

K. Prior to the commencement of work, the Contractor shall provide the Construction Manager and the Architect with:

1. a written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers.
2. a written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish.
3. The name, address and telephone number of the bonding company, banking and insurance company for the Prime Contractor employed by the Prime Contractor including the name, address and telephone number of each bonding company's primary contact representative for this project.
4. Detailed subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing and man loading.
5. A cash flow projection for the life of the project, including a schedule and graph showing the amount of work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Construction Manager.

L. 1. Tests, inspections and approvals of portions of the Contractor's work required by the drawings and/or specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to the Contract Documents and, after consulting with the Architect and Construction Manager, the Construction

Manager shall advise the Owner to make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all costs associated with the tests, inspections or approvals required by the drawings and/or specifications except as set forth in subparagraph 3 hereof.

2. Tests, inspections and approval of portions of the Contractor's work required by laws, ordinances, rules, regulations or orders of public authorities or governmental agency having jurisdiction shall be made at an appropriate time. The Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to law, ordinance, regulation or orders of public authorities or governmental agencies and shall advise the Owner in writing that it has made arrangements for such tests, inspections and approvals with the appropriate public authority or governmental agency. The Contractor shall be solely responsible for making timely notice of the need for a test, inspection and/or approval with the relevant public authority or governmental agencies and shall bear all costs associated with such testing, inspection or approval required by such public authority or governmental agency.

3. If the Architect, the Construction Manager, the Owner, or public authorities or governmental agencies having jurisdiction determine that portions of the Contractor's work require additional testing, inspection or approval due to the Contractor's failure to perform its work in accordance with the requirements of the Contract Documents and/or laws, ordinances, rules, regulations or orders of public authorities or governmental agencies having jurisdiction, the Architect and the Construction Manager will advise the Owner of the need for such additional inspections or tests and the Owner shall make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner. The Contractor shall bear the costs of such additional testing as provided in Article 14.

M. The Contractor shall, if required by ordinances, laws, codes, rules and/or regulations of the governing agencies having jurisdiction over this project, retain a licensed professional engineer to supervise the construction of this project including, but not limited to, foundations, structural work, soils, welding, reinforced masonry and the like.

N. The Contractor recognizes and acknowledges that the within project is governed by and subject to the provisions of New York State General Municipal Law, section 101, governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other contractors will be performing work on the project in conjunction with it. As such the Contractor agrees to cooperate with such other contractors performing work on the project and shall perform its work as follows:

1. The Contractor shall not interfere with the erection, installation or storage upon the premises of any work, materials, supplies or equipment which is to be performed and furnished by other contractors, and the Contractor shall properly connect and coordinate its work therewith.

2. The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other contractor performing work on the project. If the Contractor sustains any damage through any act or omission of other contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage.

3. The Contractor agrees to defend and indemnify Owner, Architect, Construction Manager, its Consultants and Sub-consultants, from all claims made against any of them arising out of Contractor's acts or omissions or the acts or omissions of any subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager or other contractor(s) on the project. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the contract or by law. Further, the Owner shall withhold from an offending contractor's contract sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

4. When the work of the Contractor or its subcontractors overlap or dovetail with that of other Contractors, materials shall be delivered and operations conducted to carry on the work continuously, in an efficient, workmanlike manner.

5. In case of interference between the operations of different Contractors, the Construction Manager will be the sole judge of the rights of each Contractor and shall have the authority to decide in what manner the work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.

6. The Contractor, including its subcontractors, shall keep itself informed of the progress of other contractors and shall notify the Architect or the Construction Manager immediately in writing of lack of progress on the part of other contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's own work.

7. Delays or oversights on the part of any contractor or subcontractor in getting any or all of their work done in the proper way, thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

8. If part of the Contractor's work depends for proper execution or results upon construction or operations by the Owner or another contractor, the Contractor shall, prior to proceeding with that portion of its work, promptly report to the Architect and Construction Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall

constitute an acknowledgment that the Owner's or other contractor's completed or partially completed construction is fit and proper to receive the Contractor's work.

9. The Contractor shall promptly correct discrepancies or defects in its work which have been identified by other contractors as affecting proper execution and results of the work of such other Contractor.

O. 1. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities or governmental agencies bearing on performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents, (b) the Architect and its consultants, employees, officers and agents, and/or (c) the Construction Manager and its consultants, employees, officers and agents against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.

2. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification to the drawings and/or specifications.

3. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect, the Construction Manager and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs and shall bear the total cost for correction of same.

4. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.

P. The Contractor recognizes and acknowledges that job meetings will be held at the job site weekly unless otherwise designated by the Owner or the Architect. The Contractor shall have responsible representation at the MANDATORY weekly job meetings held at the Construction Manager's job office. These meetings will be held to arrange for satisfactory coordination of all trades on the project so as not to impede job progress. Contractors or subcontractors failing to attend job meetings shall be responsible for delays and/or expenses incurred due to coordination difficulty.

Q. The Contractor shall provide copies of its daily construction reports to the Construction Manager's Field Superintendent. These reports shall be submitted no later than 10:00 am the following workday. The daily reports shall provide detailed information concerning the Contractor's activities and operations, including work activities on site and manpower. A "Daily Construction" form is included in these specifications and shall be used for reporting these activities. In addition, the Contractors are to submit a Two Week Look Ahead schedule for upcoming work. A "Two Week Look Ahead" form is included in these specifications for the Contractor's use.

ARTICLE 4 CONTRACTOR'S USE OF SITE

A. The Contractor shall confine operations at the site to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the project manual and drawings forming a part of its contract with the Owner.

B. Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a video taped recording of all existing conditions to the Construction Manager. This taping shall provide a record of all existing buildings, grounds, exterior conditions and interior conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.

C. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

D. General Safety and Security Standards for Construction Projects:

1. All construction materials shall be stored in a safe and secure manner.
2. Fences around construction supplies or debris shall be maintained.
3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
5. The Contractor shall exert utmost care and diligence when working in or near any existing buildings or sitework. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework or facilities shall be repaired and charged to the Contractor responsible for the damage.

6. The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its work is required and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.

7. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed after hours when the facility is not in use. The performance of this work shall be projected on all schedules required to be prepared by the Contractor. Additionally, the Contractor shall give the Construction Manager and the Owner at least forty-eight (48) hours advance notice of its intention to perform this type of work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Contractor performing the work.

E. 1. Separation of construction areas from occupied spaces: Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas. Methods of dust and fume control shall include, but not be limited to:

- a. Adequate ventilation;
- b. Wetting down;
- c. Keeping bags of insulating materials, cement, etc., closed.
- d. Controlled mixing of materials under field conditions;
- e. Special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials.
- f. Job housekeeping must be maintained;
- g. Advising all personnel of hazardous conditions, including supervisors and workers;

Each contractor is responsible for instituting the above policies to insure minimal impact to surrounding occupied areas.

2. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.

3. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

4. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

F. 1. Storage space will be allotted to the Contractor by the Owner to the extent such space, in the sole discretion of the Owner, is available. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the work or the project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Construction Manager may direct.

2. The Contractor shall schedule delivery of materials and equipment to minimize long term storage at the Project, to prevent overcrowding of construction spaces, and to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

3. The Contractor shall deliver materials and equipment to the Project in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installation. The Contractor shall inspect materials and equipment upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. The Contractor shall store products to allow for inspection and measurement of quantity or counting of units. The Contractor shall store materials in a manner that will not endanger the Project structure. The Contractor shall store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation. The Contractor shall comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

4. The Contractor shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Contractor's work shall be brought to and stored on the premises of the School District. After equipment is no longer required for its work, the Contractor shall promptly remove such equipment from the premises of the School District. The Contractor

shall be solely responsible for the protection of construction materials and equipment stored on the premises from weather, theft, damage and all other adversity. The Contractor shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

5. A construction entrance will be designated for deliveries. A separate entrance will be established for entering and exiting the site only. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner's Security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by any contractor or subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.

6. The Contractor for General Construction shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The Contractor for General Construction shall submit its means and methods of security to the Construction Manager for review and comment. The project site(s) must be secured 24 hours a day, 7 days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the Contractor for General Construction of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the Contractor for General Construction. While the Owner may have security guards patrolling the project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

G. The Contractor's right to entry and use of the School District premises arises solely from the permission granted by the Owner pursuant to the agreement between the Contractor and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Contractor's agreement with the Owner.

H. 1. The Contractor shall be required to perform its work with no interruption to the School District's operations, including its administrative and business operations. Any work which will interfere with the School District's operations and/or which is to be performed when the School District's facilities are in operation shall be performed on evenings and weekends. Additionally, the Contractor shall conduct its work in compliance with federal, state, county or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Contractor. The Owner reserves the right to determine what work will "interfere" with its operations and said determination shall be final.

2. The Contractor may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner, Architect and the Construction Manager for providing the site to the Contractor during the additional time periods.

3. In the event the Contractor fails to complete all work under this contract by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff, Architect and Construction Manager personnel as required to make facility accessible by Contractor and perform inspections during such off hours.

4. The Owner shall not be responsible for any overtime charges incurred by the Contractor during the course of this project. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Contractor to its workers shall be the Contractor's responsibility.

I. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

J. The Contractor shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Contractor shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE CONTRACTOR HAS OBTAINED THE PRIOR APPROVAL OF THE CONSTRUCTION MANAGER AND THE PAVEMENT HAS BEEN FIRST PROTECTED WITH PLANKING OR BY OTHER MEANS APPROVED BY THE CONSTRUCTION MANAGER.

K. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the premises of the School District without the prior written consent of the Owner, which consent may be withheld at the sole discretion of the Owner.

L. 1. Without the prior approval of the Owner, the Contractor shall not permit any workers to use any existing School District facilities, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Contractor and of all others engaged by the Contractor for the performance of its work shall enter onto the premises of the School District for which construction work is to be performed only at those locations designated or approved by the Construction Manager. The parking for construction personnel shall be limited to the designated trailer park area only. Failure to abide by this rule will result in towing of cars at the expense of the contractor who employs the individual.

2. The Contractor shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals, to the premises of the School District and all adjacent areas. The Contractors' work shall be performed, to the fullest extent possible, in such a manner that areas in and around the construction area shall be free from all debris, building materials and equipment likely to cause hazardous conditions, and do not close

or obstruct walkways, roadways or other occupied facilities or facilities to be used by the Owner. Without limitation to any other provision of the agreement between the Contractor and the Owner, the Contractor shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site.

3. The Construction Manager, in conjunction with the Owner and the Architect, shall designate locations at the site at which the Contractor, its subcontractors and employees may utilize in connection with its work. The Contractor's employees and the employees of the Contractor's Subcontractors and others engaged by the Contractor to perform its work are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's Subcontractors and other engaged by the Contractor to perform its work are restricted to the immediate area at which work is to be performed. Only persons having official business will be admitted to the construction site. NO COMMUNICATION BETWEEN THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS' EMPLOYEES, OR OTHERS ENGAGED BY THE CONTRACTOR FOR THE PERFORMANCE OF ITS WORK AND STUDENTS OR STAFF WILL BE PERMITTED.

4. The Contractor, its employees, its Subcontractors and their employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its subcontractors or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner and the Construction Manager. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner or the Construction Manager) shall be ordered to leave school property. No warnings shall be necessary. The Contractor(s) and their subcontractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the Work resulting from this action (including any claims by other Contractors dependent on the work of this Contractor). All parties agree that any action taken to enforce this requirement shall not be construed by any Contractor or its subcontractors or suppliers as the basis for a claim (for either time or money) for delay to the Work or to the Contractor, its Subcontractors, or Suppliers.

5. Without limitation of any other provision of the agreement between the Owner and Contractor, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises of the School District. The Contractor shall immediately notify the Owner in writing if during the performance of its work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternative through which the same results intended by such portion of the rules and regulations

can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.

M. No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. The Contractor shall insure that none of its or its Subcontractors, its employees, agents, and/or consultants report to the site impaired by alcohol or controlled substances. The Contractor bears the responsibility of determining if its, or its subcontractors, employees are in any way impaired and whether the safety of the public, the employees of other Contractors and their Subcontractors, the Owner, Architect, or Construction Manager are jeopardized. Each contractor shall provide drinking water for its own employees.

N. The Contractor's employees, representatives, agents and consultants, and all of its Subcontractors' employees, representatives, agents and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to Contractor or Subcontractor employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.

O. The Contractor's employees, representative, agents and consultants, and all of its Subcontractors' employees, representatives, agents and consultants at the site are to wear shirts, long pants and proper footwear.

P. Each contractor shall keep the premises and surrounding area in which it is working free from accumulation of waste materials or rubbish caused by the performance of all of the work being performed on-site and in the buildings. On a daily basis at the conclusion of work on the project, each contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery and surplus materials. Each Contractor shall broom sweep all construction areas in which it has performed worked every day. The Construction Manager shall perform an inspection each afternoon to determine that the work areas of the contractors have been properly cleaned. In the event the work areas are not cleaned, the Construction Manager shall advise the offending contractor to provide cleaning as required herein. If any contractor fails to keep the site safe and clean within four (4) hours of being notified by the Construction Manager, either verbally or in writing, the Construction Manager will have the clean up work performed and back charged to the offending contractor without further notification to the Contractor. The cost of such cleaning company, together with the cost of any custodial costs of the School District, at prevailing overtime rates plus 15% will be charged to the offending contractor. Notice to field personnel shall be deemed notice to the Contractor.

Q. The Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture and condensation. Ventilation shall be by natural or artificial means as required by conditions involved.

R. The Contractor shall be responsible for the control of chemical fumes, gases and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure that they do not enter occupied portions of the building or air intakes.

S. The Contractor shall be responsible for ensuring that activities and materials which result in “off-gassing” of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers’ recommendations before a space can be occupied.

T. From the commencement to the completion of the Project, the Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.

U. 1. The General Contractor shall construct temporary partitions where shown on drawings or where otherwise required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, Contractor shall remove tile and install partition to structure above). In addition to framing and sheetrock, the Contractor shall install fire resistant plastic partitions on the work area side of its work. If an access door is required, an alternating 3 layer plastic system shall be used. The door shall be a standard hollow metal door with lockset and closer. Keys shall be distributed to the Owner’s other contractors, the Owner and the Architect.

2. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed during off hours.

V. 1. The Contractor shall control the safe handling and storage of all welding materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the job site. Such storage shall be in compliance with OSHA regulations.

2. Welding materials and equipment shall be removed promptly from the premises upon completion of the welding and cutting work.

W. The Contractor shall be responsible for all costs incurred by the Owner caused by false security/fire alarms set off by the Contractor. Costs shall include custodial response charges etc.

X. The Contractor shall be responsible for broken glass, and at the completion of the Work shall replace such damaged or broken glass. After damaged or broken glass has been replaced, the Contractor shall remove all labels, wash and polish both sides of all glass. In addition to general broom cleaning, the General Contractor shall perform the following final cleaning for all trades at completion of the Work:

1. Remove temporary protections;
2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finished woodwork and other Work;

3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
5. Clean aluminum in accordance with recommendations of the manufacturer; and
6. Clean all floors thoroughly in accordance with recommendations of the manufacturer.

Y. Where a contractor other than the General Contractor is the only contractor engaged to perform work, the responsibilities allocated to the General Contractor in these General Conditions shall be performed by such other contractor.

ARTICLE 5 SUBCONTRACTORS

A. 1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than ten (10) days after receipt of official notice of award of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, with (1) the name, trade and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. Copies of all Subcontractor contracts, fully executed, are to be provided to the Construction Manager, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Construction Manager within ten (10) days of the Owner's award of the contract to the Contractor.

2. Upon review of the Contractor's list of Subcontractors, the Architect will advise the Contractor in writing stating whether or not the Owner, the Construction Manager or the Architect, after due investigation, accepts or rejects, any proposed Subcontractor. Subcontractors will not be acceptable unless, when requested by the Architect, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent to the Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years worth of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

3. If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager and Architect have no objection. No increase in the Contract Sum shall be allowed where a sub-contractor is rejected by the Architect, Construction Manager or Owner who is (1) deemed unqualified to perform the particular work subcontracted by the Contractor, (2) does not have the necessary experience, personnel, equipment, plant and financial ability to complete the subcontract, or (3) has a history of poor performance in work of similar

nature. Upon receipt of a rejection of a subcontractor by the Architect, the Contractor shall have the right to request a meeting with the Architect, Construction Manager and the Owner to discuss the reasons it believes the subcontractor is qualified to perform the work. Upon review of such reasons, the Architect shall re-consider its determination and shall advise the Contractor of its determination upon such review. If the Architect still finds that such subcontractor does not meet the requirements above-stated, it shall advise the Contractor. The Architect's determination upon such review shall be final and binding on the Contractor and its Subcontractor and the Contractor hereby waives any and all claims it or its subcontractor might have against the Owner, the Construction Manager and/or the Architect concerning the rejection of such Contractor and shall require its subcontractors to execute such similar waiver in its agreement with the Contractor.

4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

B. By appropriate agreement, the Contractor shall require each Subcontractor to be bound to the Contractor by terms of the Contractor's agreement with the Owner, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by said agreement, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contractor's agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by its agreement with the Owner, has against the Owner. However, the Subcontract agreement between the Contractor and Subcontractor shall not provide, nor shall this Agreement be deemed to provide any rights, remedies or redress by the Subcontractor(s) against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

C. The Contractor shall promptly notify the Owner, Construction Manager and Architect of any material defaults by any Subcontractors and/or whether it has terminated its agreement with any of its subcontractors for any reason.

D. The Contractor hereby assigns all of its rights in its agreements with its Subcontractor(s) and hereby does assign, transfer and set over to the Owner all of its rights and/or interests in its agreements with its Subcontractor(s), but only in the event of termination of the Contractor's agreement with the Owner pursuant to Article 17, paragraph A of these General Conditions of the Contract for Construction and only to the extent the Owner implements its rights to take such assignment of contract by notifying the Subcontractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Contractor's work.

E. If the Work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of

such subcontract, the Subcontractor's compensation shall not be adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

F. It shall be the Contractor's responsibility, when sub-contracting any portion of his work, to arrange or group items of work under particular trades to conform with then prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

G. All subcontracts must be in writing.

ARTICLE 6

CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS

A. The Agreement between the Owner and Contractor, and all documents incorporated therein by reference, including but not limited to, the drawings and project manual shall be signed by the Contractor and the Owner.

B. The intent of the agreement between the Owner and the Contractor is to include all items necessary for the proper execution and completion of the work to be performed by the Contractor. The documents comprising the agreement between the Contractor and the Owner are complementary, and what is required by one shall be as binding as if required by all.

C. 1. In the event of inconsistencies within or between parts of the agreement between the Contractor and the Owner or between the agreement between the Contractor and the Owner and applicable standards, codes and ordinances, the Contractor shall (a) provide the better quality or greater quantity of Work or (b) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

2. On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.

3. Before ordering any materials or performing any of its work, the Contractor and each Subcontractor shall verify measurements at the Project 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 performance of the work.

4. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

5. Drawings, in general, are made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the job and in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or

constructing the work and shall be responsible for any and all errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing is obtained from the Architect.

6. In the event addendum (a) are issued and contain changes to the Drawings and/or Specifications, the provisions in the addendum (a) supersede previously issued Drawings and/or Specifications.

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

E. Unless otherwise stated in the agreement, words and abbreviations which have well-known technical or construction industry meanings are used in the agreements in accordance with such recognized meanings.

F. The Contractor, and all Subcontractors, shall refer to all of the Drawings, including those showing the work of others performing work in connection with the project, including but not limited to the General Contractor (if any), the Plumbing Contractor, the Heating, Ventilation, Air Conditioning Contractor, Electrical Contractor and other specialized trades, and to all of the Divisions of the Project Manual, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

G. All indications or notations on the drawings which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the drawings or project manual. All work mentioned or indicated in the drawings or project manual shall be performed by the Contractor unless it is specifically indicated therein that the work is to be performed by others.

H. The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Contractor's work is to be performed. The Contractor may retain one contract record set during the course of the project. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work.

I. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects without the specific written consent of the Owner and Architect. The

Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of its work pursuant to its agreement with the Owner. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

J. The Owner shall furnish surveys describing physical characteristics of the site, upon written request of the Contractor and to the extent such survey is in existence at the time of said request, legal limitations and utility locations for the project sites. Nothing herein shall be construed as requiring the Owner to generate any document which it does not possess at the time of the request by the Contractor. In the event that the survey provided does not clearly delineate the metes and bounds of the Owner's property, the Contractor shall stop work and immediately notify the Architect, Construction Manager and the Owner. The Contractor shall NOT proceed with its work until it receives written permission from the Construction Manager and/or the Architect. The Contractor shall be fully responsible for all costs arising from non-compliance with this provision. Any delays associated with this provision shall not serve as a basis for a claim by the Contractor.

K. From the basic data established by the Owner, the General Contractor shall establish reference control points and complete the layout of the work. Each Contractor is responsible for utility markouts as it pertains to the scope of their work and maintain markout during work. Sketch of layout with reference points to be given to Construction Manager and Architect at the time of markout.

L. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the specifications, shown on the drawings, or as the same may be modified at the direction of the Architect to meet changed conditions.

M. The General Contractor shall be responsible for the establishment of points, wall and partition lines required by the various Prime Contractors and subcontractors in laying out their work.

N. Each Contractor shall furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work from the base lines and benchmarks established by the Owner.

O. 1. The General Construction Contractor shall establish a baseline and benchmark system for each building addition, area of renovation or component using the services of a licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall have not less than five years of experience in performing construction surveys similar to the work they will perform

for this project. The remaining Contractors and their respective subcontractors shall be responsible for extending these lines, levels and grades, and for performing all layout for their own work. The Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level or grades in their layout. The Contractor and its subcontractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the drawings, perceived by another contractor or subcontractor shall be immediately reported to the Construction Manager. If any corrections are necessary, they shall be executed in accordance with the terms and provisions of these General Conditions.

2. The Contractor and its subcontractors shall be responsible to offset or to protect their markings from anything that may disturb them.

3. Every contractor shall work off the lines and elevations established and maintained as the baseline and benchmark system.

4. Each Contractor is responsible for the accuracy of his own work.

P. The Architect may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

Q. Except for the basic building permit, the Contractor shall be responsible for securing and maintaining for the life of the project: all permits, P.E. Licenses, connection fees, inspections, etc. applicable to, or customarily secured for the work. This provision includes any permits to be issued in the name of the Contractor required for the work. Originals of all permits are to be issued in the name of the Contractor as required for the work. The Contractor shall furnish the Construction Manager with original copies of all permits prior to the commencement of the work, and shall prominently display a copy of all permits at a location approved by the Construction Manager.

R. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

S. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contracts, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, utilities and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

T. 1. The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define its work in greater detail, or to permit the proper progress of its work. To the extent the Architect advises the Contractor that the existing design drawings, specifications and/or instructions given are sufficiently detailed for the Contractor to perform its work, the Architect shall be under no obligation to further clarify or define the work to be performed. In all other circumstances, the Architect shall issue a field order which responds to the request for information.

2. Requests for Information (RFIs) are for requests on clarifications or questions on contract drawings and specifications, not contract terms, scheduling items, or general correspondence, nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution of materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. Neither the Architect nor the Construction Manager shall fill said forms out on the Contractor's behalf.

U. The Contractor shall, prior to the start of any portion of the Work:

1. review any specified construction or installation procedures, including those as may be recommended by the proposed manufacturer.
2. advise the Architect if the specified procedure(s) deviates from good construction practice.
3. advise the Architect if following said procedure(s) will affect any warranty, including the contractor's general warranty.
4. advise the Architect of any objections the Contractor may have to the specified procedure(s).
5. propose any alternative procedure(s) which the Contractor will warrant.

V. 1. To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

2. The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

3. With respect to sitework materials, all products submitted for use and incorporated into this project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.

4. All products submitted for use and incorporated into this project shall be asbestos free.

W. Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the contractor desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for substitutions as set forth in Article 6.X below.

X. 1. Substitutions. If the Contractor desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Contractor shall indicate the desired substitution in its bid, including the following:

a. For which specified material or equipment the request for substitution is being made;

b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items;

c. Written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the project manual. Such documentation shall include, but not limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant qualities of proposed substitution (e.g. performance, weight, size, durability and visual effects), and other like information necessary for a complete evaluation of the substitution. Additionally, the Contractor shall provide material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated. All such data shall be provided to the Architect and Owner at the Contractor's sole expense. The Contractor's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner and the project in the event the substitution is acceptable. Additionally, the Contractor shall submit to the Architect information

describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner or the Architect.

d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

e. Samples, where applicable or requested.

f. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

g. Detailed comparison of the difference in cost between the specified product and the proposed substitution including any and all costs associated with changes or modifications needed to other parts of the work and to construction performed by the Owner and/or separate Contractors that will be necessary to accommodate proposed substitution. In the event the substitution is accepted, the Contractor proposing the use of the substitution shall bear all costs associated with said changes or modifications.

2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:

a. Represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified.

b. Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.

c. Certifies that the cost data is complete and includes all related costs under this contract, including professional services necessary and/or required for the architect and engineers to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent.

d. Represents that it will coordinate the installation of the accepted substitute, making all such changes to the drawings effected by the change, including but not limited to the electrical, plumbing, site work and heating and ventilating specifications as may be required for the work to be complete in all respects.

e. An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; and the proposed substitution will have no effect on the construction schedule.

3. Proposals for substitutions shall be submitted with the Contractor's bid.

4. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

Y. 1. Submittal of shop drawings, product data, material safety data sheets, samples or similar submittals shall be in accordance with the provisions of the project manual.

2. The Contractor represents and warrants that all shop drawings have been prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer, job specific, reviewed by Contractor and stamped by the Contractor.

3. If the Contractor elects to perform its work without approvals, such work shall be at the Contractor's own risk and expense.

4. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of its work.

5. The Contractor shall not be relieved of responsibility for deviations from requirements of its work by the Architect's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors and/or omissions in the shop drawings, product data, samples or other of its submittals to the Architect, by the Architect's approval thereof.

6. The Architect shall review, approve, reject or take other appropriate action respecting submittals made by the Contractor as set forth in the Project Manual. The Architect shall check for conformance with information given in the drawings and project manual and the design concept expressed in the agreement between the Owner and the Contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor. Further, the Architect's review shall not constitute

approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures.

The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

7. Upon the Architect's rejection of the Contractor's shop drawings, product data, samples and/or other documentation submitted by the Contractor to the Architect, the Contractor shall review the rejection and re-submit such shop drawing, product data, sample and or other document in accordance with the Architect's instruction. The Contractor shall direct the Architect's specific attention in writing or on re-submitted shop drawings, product data, samples, or similar submittals, to revision which have been made, including revisions not specifically requested by the Architect. Resubmission of rejected documents shall be performed within two (2) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.

8. When professional certification of performance criteria of materials, systems or equipment is required of the Contractor, the Architect shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications provided, however, if the Architect, in its reasonable and professional judgment considers it advisable, the Architect shall verify the accuracy and completeness of any and all such calculations and/or certifications. In the event any and all such calculations and/or certifications are found to be inaccurate and/or incomplete by the Architect, the Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of the Architect's additional services associated with the verification of such calculations and/or certifications and the expense of the Architect's additional service made necessary by the failure of such calculations and/or certifications to be accurate or complete.

9. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review as set forth in the Project Manual.

Z. The Architect will interpret and decide matters concerning performance under and requirements of the drawings and/or technical specifications on written request of the Contractor. Such interpretations may, at the Architect's option, be issued in the form of additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Contractor's work. Such drawings or instructions may be forwarded by the Architect to the Contractor by field order, construction change directive or other notice to the Contractor. The Contractor shall execute the work for which it requested an interpretation in accordance with such additional drawings or instructions without additional cost or extension of its contract time. After a decision has been rendered by the Architect on a matter for which the Contractor sought the Architect's interpretation of the drawings and/or technical specifications, the Contractor shall proceed with the work as directed by the Architect. Failure to proceed with the work in

accordance with the Architect's interpretation may be used as a basis for termination of the Contractor's contract pursuant to Article 17 of these General Conditions.

AA. The Contractor shall maintain at the site one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and the Construction Manager and shall be delivered to the Construction Manager for submittal to the Owner upon the completion of its work.

BB. The Contractor shall maintain at the site, and shall make available to the Owner, Construction Manager and Architect, one record copy of the Drawings (the "Record Drawings") in good order. The Record Drawings shall be prepared and updated during the prosecution of the Contractor's work. The prints for Record Drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural and/or structural changes in the design; and (vi) such other information as either Owner or Architect may reasonably request. At the completion of the work, Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower right hand corner. The colored record drawing and the as-built reproducible drawing shall be forwarded to the Construction Manager for delivery to the Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record and/or As Built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

CC. The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies. All approved drawings shall be wrapped, marked and delivered to the Owner within sixty (60) days of final completion of the Contractor's work.

DD. Each Prime Contractor shall be furnished, free of charge, 3 copies of the Contract Documents and Project Manuals, including all Addenda. Any and all additional copies will be furnished to the Contractor at the cost of reproduction, postage and handling.

ARTICLE 7 CONTRACTOR'S SAFETY/SECURITY PROGRAM

A. 1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its work.

Prior to beginning any work, the contractor shall submit a copy of its corporate safety plan to the Owner and the Architect. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a Site Safety/Logistics Plan to the Owner and the Architect. The site logistics plan should minimally include locations of the eight-foot high temporary fence and gates, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radius, and lift locations, stockpiles, toilet locations, site water and power locations, and safety. This plan shall also show the location of all staging and storage areas, clearly separating construction and school areas. The logistical information represented by the construction documents shall serve as a minimal guide. Each contractor is required to submit their corporate safety policy within ten (10) days of receipt of the Notice to Proceed. Said policy must minimally meet OSHA standards and define details concerning the maintenance of a safe work environment and shall also define practices for the maintenance of hygiene and minimizing the spread of infectious/contagious diseases. The Contractor shall make the participation of its subcontractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Owner and the Architect. The Owner and the Architect shall establish a fire coordination procedure and shall forward same to the Contractor for its use during the performance of its work.

2. The Contractor shall provide its COVID-19 Safety Plan to the Owner prior to the start of any work. The Contractor shall designate a person on its staff to be responsible for monitoring the wearing of Personal Protective Equipment (PPE) by each person on site working with or for the Contractor. Contractor shall strictly follow and ensure that its subcontractors follow Contractor's COVID-19 Safety Plan as well as all applicable Center for Disease Control guidelines and Local, State & Federal Orders.

3. All laborers, workers, and mechanics employed in the performance of the work of this Project shall be certified as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

4. The Contractor and its subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the SED, and the Contractors' Safety Program.

5. All safety equipment including hard hats and weather protective gear required for the Contractor to perform its work are to be supplied by the Contractor and/or its subcontractors. Within the designated construction areas, the Contractor's employees, superintendents, and/or other agents, and its subcontractors, employees, superintendents, and/or other agents are required to wear hard hats and other required and/or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the project. No prior warnings will be given by the Owner or Construction Manager and Architect. The Contractor and its subcontractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

6. The Contractor and its subcontractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of its construction safety program, the Contractor and its subcontractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner and the Construction Manager.

7. The Construction Manager and/or Owner reserve the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Prime Contractor, at its own expense, must make corrections within two (2) working days of receiving a written report.

8. All flagmen required for deliveries to the site are to be furnished by the Contractor or its Subcontractors responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests.

B. The Contractor shall schedule weekly safety meetings and each of its subcontractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. The Contractor shall notify the Construction Manager in writing its "OSHA Competent Person Regarding Safety". Said person must be an individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager and Architect. The Contractor shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Contractor shall notify its employees and subcontractors of the location of the nearest fire alarm box at all locations where the work is in progress. On a weekly basis, the Contractor shall submit to the Construction Manager and Architect minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.

C. The Contractor and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations and order of local, state and federal governments. The Contractor agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.

D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for surety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

F. The Contractor shall take reasonable precautions for the safety and protection of employees at the project site and other person who may be affected by its work, including but not limited to students, staff, employees and agents of the Owner, the Construction Manager and the Architect.

G. The Contractor shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work, whether stored on or off the site and whether in its care, custody and control or that of its Subcontractors, subcontractors to its subcontractors, or material suppliers.

H. The Contractor shall take all steps necessary to protect all property at or adjacent to the site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

I. All delivery vehicles/trucks/machinery/etc. permitted on the site must be equipped with back-up alarms and enter through the designated access points. The Contractor's failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with this cancellation will be the responsibility of the contractor responsible for the work involved.

J. All crane picks, materials delivery, etc. must be coordinated so as not to lift over any occupied area of the building. If absolutely necessary, this work shall be done on off hours to insure the safety of the building occupants. Crane location must approved by the Construction Manager to insure the safety of building occupants.

K. The Owner or Construction Manager reserves the right to have all hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Contractor, at its own expense, must make corrections cited by the inspector before continuing work. The Owner or Construction Manager will not assume any responsibility for the safe operation of any hoisting equipment by exercising this right. The Contractor and/or its subcontractor(s) shall cooperate with the inspector by allowing time for the inspection. The Contractor shall be notified twenty four (24) hours prior to the time of the inspection. These inspections do not release the Contractor if its responsibility to provide all engineering, permits and inspections as required by OSHA or the New York State Education Department prior to use of any hoisting equipment.

L. The Contractor shall use the entrances designated on the site logistic plans and drawings for personal vehicles, trucks, equipment, deliveries and the like.

M. All interior temporary partitions and emergency egress barriers (if required) are to be

installed on an after hours basis (weekends/school holidays).

N. 1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its Work, the Contractor shall obtain the Owner and the Construction Manager's consent for the use of such materials, equipment or unusual construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Contractor with alternative means, methods and/or techniques, the Contractor shall employ such alternate means of prosecuting its work at no additional cost to the Owner.

2. In the event the Owner approves the use or storage of such hazardous materials, equipment or unusual construction methods, the Contractor shall provide for the Owner's and the Construction Manager's use a full set of safety instructions relating to all such materials. Additionally, when the Owner and/or the Construction Manager reviews the use of storage of such hazardous materials, equipment and or unusual construction methods, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

3. Transportation, storage, and use of explosives shall be in strict accordance with all local, state and federal regulations, statutes, and requirements. All safety precautions as set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. shall be observed.

4. The Contractor is responsible for its own storage and personnel trailers at the site. The Contractor will be required to supply man trailers and storage box trailers as required. All costs related to delivery, construction, protection, power, etc. for said trailers are the responsibility of the contractor utilizing the space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of personnel and/or storage trailer will be strictly limited to pre-determined locations. The Contractor shall obtain the written approval of the placement of any trailer or storage box from the Construction Manager.

O. During construction, the General Contractor shall be responsible for maintaining a watertight structure. This shall include additions and existing buildings. The contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the contractor fail to provide adequate protection, causing flooding, damage or other disturbance to the existing building, contractor shall be responsible for all costs associated with clean up and repairs. Inasmuch as flooding and damage have safety implications to the general public, clean up and repairs may be made by the Owner without warning to the Contractor. Administration costs incurred by the Owner and Architect will also be back charged to the Contractor. The Contractor, by entering into contract with the Owner agrees to be liable for these costs.

P. When all or a portion of the Contractor's work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the work, as necessary, from injury by any cause.

Q. 1. The Contractor shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owner's property (other than damage or loss covered by insurance) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

2. Title to all completed or partially completed work at the job site, and to all materials delivered to and stored at said job site which are intended to become a part of the completed work covered by the agreement between the Contractor and the Owner, shall be in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, the Contractor shall be liable for all loss of or damage to said completed work, partially completed work, materials furnished by the Contractor, and/or materials or equipment furnished by others, the custody of which has been given to the Contractor, arising from any cause other than those against which the Owner herein undertakes to carry insurance. In the event of loss or damage from cause other than those against which the Owner undertakes to carry insurance, the Contractor shall replace or repair the said work or materials at his own cost and expense, to the complete satisfaction of the Owner, the Construction Manager and the Architect.

R. The Contractor shall promptly report in writing to the Owner, the Architect and the Construction Manager all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements or any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager and the Architect.

S. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

T. Any and all fines or citations levied against the Owner, Architect, or Construction Manager due to the failure of the Contractor to comply with regulations of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies.

U. The Contractor shall indemnify and hold harmless the Owner, Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such Contractor, with respect to violations of OSHA requirements, rules and/or regulations.

V. The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and Contractor certain duties and

that liability for failure to comply therewith is imposed on both the Owner and Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, and to the extent permitted by law, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract.

W. The Contractor shall indemnify and hold harmless the Owner, Architect, and Construction Manager, of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner, Architect or Construction Manager in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

X. The Contractor and its subcontractors shall indemnify and hold harmless the Owner, Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor or any person or firm directly or indirectly employed by such Contractor, for the act and/or omissions of any Contractor or Subcontractor that resulted in an incident and/or accident causing personal injury and/or property damage.

Y. The Construction Manager, the Owner, and/or the Architect will not assume any responsibility for the safe operation of any cranes or equipment by exercising this right. The Contractor and its subcontractors shall cooperate with the inspector by allowing time for inspection. The Contractor will be notified 24 hours prior to the time of the actual inspection. The Contractor is obligated to perform all engineering, obtain permits, and to have all hoisting equipment inspected as required by OSHA, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction. Copies of all inspection reports and certificates must be transmitted to Construction Manager as soon as possible.

ARTICLE 8 CHANGES IN THE WORK

A. Without invalidating the agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Contractor's work. Such additions, deletions or revisions will be authorized by field order, change order, or construction change directive.

B. Field Orders are an interpretation of the contract drawings and/or specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contractor's total contract sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of time of the Contractor's time to complete its work. Hence, the Contractor shall perform the work

included in field orders so as to cause no delay to its work and/or the work of other contractors engaged by the Owner in connection with the project. All field orders shall be given to the Contractor and the Construction Manager by the Architect in writing.

C. 1. When the Owner or Architect (in association with the Construction Manager) request that the Contractor perform work which is not included in the contract drawings or specifications and which will result in additional cost to the Owner, the Architect/Construction Manager shall issue a PCO Number and shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a Contractor, its subcontractor(s) or subcontractor(s) of subcontractor(s) perform in connection with additional work shall be submitted using the following format and in no event shall the total for overhead and profit on any change order exceed fifteen percent (15%) of the cost of the work.

| | | |
|-----|--|--|
| 1. | Materials (Itemized Breakdown) including quantities and cost | |
| 2. | Labor (Itemized Breakdown) | |
| 3. | Subtotal (Add lines 1 and 2) | |
| 4. | Credit for work not required due to additional or changes to the work reflected in the within change order (if any) | |
| 5. | Overhead (10% x line 3) | |
| 6. | Subtotal (Add lines 3 through 5) | |
| 7. | Sub-Contract Work (Include itemized breakdown. Sub-Contractor(s) overhead and profit allowed is 10%) | |
| 8. | Subtotal (Add lines 6 and 7) | |
| 9. | Profit (5% x line 8) | |
| 10. | Subtotal (Add lines 8 and 9) | |
| 11. | Rental Value of Equipment (Itemized Breakdown) | |
| 12. | Actual additional charges for bonds | |
| 13. | TOTAL CHANGE ORDER (Add lines 10, 11 and 12) | |

2. All proposals submitted by the Contractor without the itemization indicated herein will be returned to the Contractor for re-submission by the Contractor. For any work performed by the Contractor's own forces, fifteen percent (15%) for overhead and profit will be allowed for labor and material related costs. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall any change order proposal exceed fifteen percent (15%) of the cost of overhead and profit.

The Contractor shall not be entitled to recover overhead and profit on the rental value of equipment and machinery. "Equipment and machinery" shall not include (1) tools customarily used by the contractor's trade, including but not limited to hand tools, and/or (2) equipment and machinery already on site and being utilized by the Contractor for the original scope of work.

The Contractor shall submit with its change order proposals actual invoices from its insurance broker reflecting actual additional costs associated with the procurement of bonds.

3. The Contractor's subcontractor's proposal for any work it is to perform in connection with the additional work shall only include ten percent (10%) for the subcontractor's overhead and profit including sub-subcontracted work. The Contractor is entitled to five percent (5%) on work performed by its subcontractor in accordance with paragraph C (1) of this Article 8. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall the Contractor or the Contractor's subcontractor(s) be entitled to be reimbursed for overtime, except when specifically approved by the Owner in writing and not as an Extraordinary Measure as set forth in Article 13, and in such event the Contractor shall be paid for by the Owner on the basis of premium payment.

4. Notwithstanding the foregoing, work which is performed pursuant to an allowance included in the Contractor's base contract, the provisions of Article 9, paragraph B, concerning itemization of such work shall be controlling.

5. a. A change in the Contract Sum shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim as defined in Article 18 of these General Conditions to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. **No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.**

b. Upon the Contractor's completion of the change order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:

1. Certified payrolls itemizing the labor actually utilized in connection with the change order work.
2. Copies of invoices from subcontractors supplying work in connection with the change order work.

D. 1. When the Owner or Architect request that portions of the Contractor's work originally included in the contract drawings or specifications be deleted and which will result in a reduction of the Contractor's original contract sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such work from its contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such work including labor and materials and shall be submitted using the format set forth in Article 8, paragraph C(1) of these General Conditions of the Contract for Construction or the schedule of values, whichever is greater. The Contractor shall not be entitled to retain its

overhead and/or profit for such work nor shall any of its subcontractors which were to perform the work being deducted from the Contractor's scope of work. Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase/decrease with respect to that change.

2. The Owner may in its sole discretion deduct and/or reduce the scope of the Contractor's contract with or without any specific reasons therefor.

E. 1. In the event the Contractor and the Owner cannot agree on the sum by which its contract with the Owner is to be increased or reduced based upon changes to the scope of the work as described in Article 8, the Architect shall issue a construction change directive reflecting the deduction and/or reduction of the scope of the Contractor's contract and the Contractor will (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the work of this or other contractors working at the site, and (b) in the case of work to be deducted from the scope of the Contractor's work, refrain from taking any steps in connection with the work associated with the deduction and/or reduction of the scope of the Contractor's work. The construction change directive shall include (a) a description of the work being added or deducted from the Contractor's scope of work; (b) the amount the Owner has determined to be the cost associated with the additional work or deduction and/or reduction of the scope of the Contractor's contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's contract sum, or until a claim filed by the Contractor has been determined; (c) the extent to which the contract time will be adjusted as a result of the change in the scope of work. Any claims must be filed in accordance with the requirements set forth in Article 18 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

2. In the event the Contractor and the Owner reach agreement on the amount by which the Contractor's contract sum is to be increased or decreased based upon changes to the scope of the Contractor's work as described in Article 8, the Architect, Owner, Construction Manager and Contractor shall sign a change order reflecting such agreement. The change order shall include (a) the description of the change in the scope of the Contractor's work; (b) the amount of the adjustment to the Contractor's contract sum, if any; and (c) the length of time by which the time to complete the contract will be adjusted, if any. Agreement between the Owner and the Contractor in connection with any change order shall constitute a final settlement of all matters relating to the change in the Contractor's work as reflected in said change order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contractor's contract sum and the construction schedule. All such change orders for which the Owner and the Contractor have reached agreement shall be included as a separate line item in the Contractor's applications for payment as if originally part of the Contractor's agreement with the Owner.

F. Neither the Owner, the Construction Manager nor Architect may issue instructions to the

Contractor to change the amount of the Contract, except by properly executed Change Orders. Instructions are issued by the Owner or the Construction Manager through the Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a Change Order, signed by the Owner, Architect and Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum. No amount shall be payable by the Owner to the Contractor for performance of work without an executed Change Order.

ARTICLE 9 PAYMENTS

A. 1. Prior to commencing its work on the project and within one (1) week of receipt of a Notice to Proceed, the Contractor shall submit to the Construction Manager and the Architect, a schedule of values which includes the amount of money it has allocated in its bid price for the following items of work which are applicable to the Contractor's work. Said schedule of values shall include each of the CSI division sections reflected in the specifications and applicable to the contract for which the Contractor has been awarded the contract, together with the requirements for bonds/insurance (based upon actual invoice amount), general conditions, meeting attendance and meeting documentation (at least two (2) percent of the contract sum), shop drawing/product data/sample submissions (at least one (1) percent of contract sum), labor and materials on line items as applicable, temporary utilities and services, HVAC balance reports, coordination drawings, punchlist (at least one (1) percent of the contract sum), warranties/guarantees and close out of the project (at least three (3) percent of the contract sum), and allowance, where applicable.

2. Any schedule of values which fails to include sufficient detail, is unbalanced or exhibits "front loading" of the value of the Contractor's work will be rejected. Furthermore, if the schedule of values has been approved by the Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or Architect to be improper for any reason, sufficient funds shall be withheld from the Contractors' future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's work.

3. The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any New York State Education Department requirements for the project.

4. The Schedule of Values prepared by the Contractor must be approved by the Construction Manager and the Architect prior to the payment of any sums due the Contractor.

B. The Contractor shall include in its contract sum all allowances stated in the specifications. However, the Contractor's costs for unloading and handling at the site, overhead, profit and other expenses contemplated for the stated allowance amounts shall be included in its contract sum and not in the allowances.

C. The Contractor shall submit its applications for payment to the Construction Manager and the Architect on a periodic basis. The form to be used by the Contractor shall be AIA G732 and 703/CMA approved by the Construction Manager, the Architect and the Owner for use in connection with the Contractor's work. The form shall be divided in sufficiently in the same form as the Contractor's schedule of values and shall reflect in separate line items for the work:

1. Total value of the work listing labor and material separately
2. Percentage of work completed at the time of submission of the application for payment
3. Value of the work completed at the time of submission of the application for payment
4. Percent of previous amount billed
5. Previous amount billed
6. Current percent completed;
7. Value of work completed to date
8. Percent remaining to be completed by the Contractor; and
9. Value of work remaining to be completed by the Contractor

D. 1. Payments to the Contractor shall be based upon materials and equipment delivered and suitably stored at the site and/or incorporated into the Contractor's work, together with the labor utilized by the Contractor in connection with its work. The Contractor may be paid for materials and/or equipment which has been delivered to the Owner's facilities but which, at the time of submission of its application for payment, has not yet been incorporated into the Contractor's work upon such conditions and requirements as the Owner, the Construction Manager and/or the Architect may advise the Contractor it must satisfy.

2. The Construction Manager and Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Construction Manager and/or the Architect may make such adjustments under the following circumstances:

- a. the Contractor's failure to remedy defective work;
- b. the filing of third party claims or reasonable evidence that there is a probability that such claims will be filed;
- c. receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the project;
- d. the Contractor's failure to make proper payments to its subcontractors or material suppliers for labor, materials and/or equipment;
- e. reasonable evidence that the Contractor will not complete its work for the unpaid balance of the remaining monies on its contract;

- f. damages caused to the Owner, Construction Manager, the Architect or another contractor as a result of the Contractor's performance of its work;
 - g. reasonable evidence that the Contractor will not complete its work in accordance with its agreement with the Owner, and/or that the remaining monies available on the Contractor's contract will not be sufficient to cover actual or liquidated damages for the anticipated delay;
 - h. the Contractor's failure to carry out its work in accordance with the contract drawings and/or specifications;
 - i. the Contractor's failure to notify the Architect of errors or inconsistencies between and among the contract drawings and specifications;
 - j. the Contractor's and/or its subcontractors' failure to comply with the requirements for maintaining record drawings;
 - k. the Architect's and/or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete;
 - l. such other acts and/or omissions by the Contractor in connection with the performance of its work.
 - m. The amount requested exceeds the percent completion of work on the site.
3. After any such adjustments are made to the Contractor's application for payment, the Contractor shall submit four (4) copies of the final draft of its application for payment to the Construction Manager and Architect, which shall be accompanied by the following documentation:
- a. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material suppliers in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;
 - b. Duly executed waivers of public improvement liens from all Subcontractors and material suppliers and lower tiered Subcontractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and AIA Form G706 or G706A.

- c. Certified payroll for employees of the Contractor and employees of subcontractors performing work on the Project.
 - d. Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.
 - e. Such other information which the Owner, Construction Manager and/or the Architect request the Contractor furnish in connection with its application for payment, including but not limited to, contractor change order log, contractor submittal log and as built drawings to date.
4. Upon submission of its application for payment, the Contractor represents that it is entitled to payment in the amount for which it seeks payment.
5. In addition to the right to make adjustments to the amount the Contractor claims is due (as set forth in subparagraph 2 of this Paragraph D), the Owner may withhold payment from the Contractor and the Architect and/or Construction Manager may withhold certification for payment, if any of the reasons set forth in subparagraph 2 exist.
6. The Owner shall make payment to the Contractor within forty-five days of receipt of the Contractor's requisition of payment unless such requisition of payment is not in accordance with the terms of the Construction Documents.
7. Upon receipt of payment by the Owner, the Contractor shall promptly make payment to each of its subcontractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Architect, the Construction Manager and/or the Owner to ensure payment to the Contractor's subcontractors and/or material suppliers.
8. a. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to 150% of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.
- b. The Owner may release any payment withheld due to the filing of a public improvement lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less the 150% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting

a lien bond or other acceptable security, however, the Contractor shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.

E. 1. The Contractor shall not be entitled to payment for materials and/or equipment stored off the site unless previously approved in writing by the Owner, Architect, and/or the Construction Manager and upon the Contractor meeting any and all conditions which the Owner, the Architect and/or Construction Manager may impose in connection with such materials and/or equipment, including but not limited to insurance for such materials and cost of storage and transportation associated with such materials and/or equipment. No payment will be made for “commodity type” stored materials such as block, studs, sheetrock, roofing, insulation, piping, fittings, conduit work, etc.

2. In connection with materials and/or equipment stored off the project site, the Contractor must submit with its application for payment the following information:

- a. Type of material must be specifically identified by the Contractor;
- b. The Contractor must furnish an invoice from its supplier showing the total value of material and/or equipment being stored off site and must provide the bill of lading for such material and/or equipment;
- c. The Contractor must provide a Certificate of Insurance in a form approved by the Owner for the full value of the item plus 10%.
- d. The Contractor must execute a security agreement, together with an executed UCC-1 form;
- e. The materials must be stored in a bonded warehouse;
- f. The Contractor must furnish a bill of sale for stored material and/or equipment;

Contractor still has liability for all materials whether paid or not until installed.

3. Any and all materials and/or equipment for which the Contractor has been paid shall be titled in the Owner upon installation by the Contractor and shall be stored in a bonded facility. For payment to be made to the Contractor, the Contractor must provide the Owner with a waiver of lien and general release from its supplier in connection with its provisions of such materials and/or equipment. Notwithstanding payment by the Owner, any and all warranties and/or guarantees required by this agreement shall not begin to run until the Contractor has completed all of its work.

4. Prior to payment by the Owner, the Contractor may be required to provide the Architect and the Construction Manager with an opportunity to visually inspect the materials and/or equipment for the purpose of determining that such materials are in fact in storage, are the materials specified for the Contractor's work and for any other purpose which the Owner, Construction Manager and/or Architect deem necessary for payment to be made to the Contractor.

F. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to its agreement with the Owner, including but not limited to these General Conditions of the Contract for Construction, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contractor's contract sum by an amount equal to that which the Owner is entitled.

G. The Contractor may not assign any monies due or to become due to it pursuant to its agreement with the Owner without the Owner's written consent. Any such assignment shall be in a form acceptable to the Owner. If the Contractor attempts to make such an assignment without such consent from the Owner, the Contractor shall nevertheless remain legally responsible for all obligations under its agreement with the Owner.

H. Progress payments and all other payments shall be made in accordance with Section 106 (b) of the General Municipal Law.

I. At the same time the Contractor submits its insurance certificate to the Owner and the Construction Manager, it shall also submit to the Construction Manager the labor rates of each category of labor for which it and/or its subcontractors shall employ (either directly or indirectly).

This information shall be itemized in the format shown below:

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

| | | | | | |
|-------------------------------------|-------------------|-------------------|-----------------|----------------|-----------------|
| Contractor's Name | | | | | |
| Contractor's Address | | | | | |
| Contractor's Office Phone | | | | | |
| Contractor's Fax Number | | | | | |
| Contractor's Email Address | | | | | |
| Labor Rate Breakdown | | | | | |
| Worker's Title | | Journeyman | 1.5 Rate | Foreman | 1.5 Rate |
| Base Hourly Rate | | | | | |
| Payroll Tax & Insurance: | \$ Per Hr. | | | | |
| FICA | | | | | |
| Federal Unemployment | | | | | |
| State | | | | | |
| Workers Compensation | | | | | |
| Disability | | | | | |
| Other (Explanation Required) | | | | | |
| Subtotal | | | | | |
| Benefits: | \$ Per Hr | | | | |
| Vacation | | | | | |
| Health & Welfare | | | | | |
| Pension | | | | | |
| Annuity | | | | | |
| 401K Fund | | | | | |
| Other (Explanation Required) | | | | | |
| Other Explanation Required) | | | | | |
| Subtotal | | | | | |
| Hourly Labor Rate | | | | | |

ARTICLE 10 INSURANCE REQUIREMENTS

A. Within ten (10) days of the award of the bid, the Contractor, at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be

covered thereby are through the Contractor or by a Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Workers' Compensation and Disability:

| | |
|------------|---|
| Coverage | Statutory |
| Extensions | Voluntary compensation All states coverage employers Employer's liability - unlimited |

2. Commercial General and Umbrella Liability

| | |
|--------------------|---|
| Coverage | Occurrence using ISO occurrence Form CG 00 01 07 98 or later form |
| Limits per project | \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate - on a per project basis Products/Completed Operations - \$2,000,000.00 Personal & Advertising Injury - \$1,000,000.00 Fire Damage (any one fire) - \$100,000.00 Medical Expenses (any one person) - \$10,000.00 |

3. Owners and Contractors Protective Liability Insurance:

- a. \$2,000,000 per occurrence, \$4,000,000 general aggregate for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
 - b. \$1,000,000 per occurrence, \$2,000,000 general aggregate for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.
- Excess Liability (excess coverage shall be on a follow-form basis):
- a. \$10,000,000 for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story

- b. \$5,000,000 for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.
- 4. Automobile Liability
(all vehicles hired
or non hired) \$1,000,000.00 per accident
- 5. If this project requires the removal of asbestos and/or hazardous materials, Contractors shall provide hazardous material liability insurance as follows:

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.
- 6. Testing Company Errors and Omission Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Contractor hereby agrees to effectuate the naming of the Owner, Architect and Construction Manager as an additional insured on the Contractor's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- a. The policy naming the Owner, Architect and Construction Manager as an additional insured shall:
 - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed and admitted to do business in New York State.
 - ii. State that the coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

- b. The Owner, Architect, and Construction Manager shall be listed as an additional insured by using endorsement CG 2038 or equivalent. The decision to accept an alternative endorsement rests solely with the Owner. A completed copy of the endorsement must be attached to the certificate of insurance.
- c. The certificate of insurance must describe the work that is covered by the liability policies.
- d. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.
- e. The Contractor agrees to indemnify the Owner, Architect and Construction Manager for any applicable deductibles and self-insured retentions.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Contract or agreement. Coverage shall remain in effect for two years following the completion of work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

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.

B. Article 10 of the General Conditions shall remain in effect and the Contractor will be required to provide the insurance set forth therein. The Contractor will be permitted to commence work on the Project with the insurance certificates currently on file with the Owner. On or before July 15 of each year, the Contractor will substitute said insurance certificates with insurance in strict compliance with Article 10. In addition to any other rights or remedies that the Owner may have in law, equity or pursuant to the General Conditions of Construction set forth in the Agreement between the Owner and the Contractor, in the event the Contractor fails to provide evidence of the insurance required by Article 10 by July 15, the Owner shall assess liquidated damages of \$1,000 for every day the Contractor fails to meet the requirements for insurance as set forth in Article 10 through final completion of the Project or the date the required insurance is submitted, whichever is earlier.

C. The insurance required to be procured by the Contractor, pursuant to paragraph A of this Article 10, shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best Rating of "secured" or better. The Contractor must submit the Certificate of Insurance to the Architect for the Owner's approval prior to the commencement of any work. **EXCESS OR SURPLUS LINE INSURANCE CARRIERS WILL NOT BE ACCEPTED.**

D. All insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall include a cancellation notice to the Owner pursuant to the policy terms and conditions. All insurance coverage to be provided by the Contractor shall name the Owner, Architect, and Construction Manager as additional insureds on the policy, with the exception of Owners Contractors Policies. Additionally, the insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall state that the Contractor's coverage shall be the primary and non-contributory coverage for the Contractor's work. Contractors shall include a completed copy of the ACORD 855 - NY Construction Certificate of Liability, with explanations of "yes" responses to Items G through L.

E. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or a self-insured retention, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, Construction Manager, and the Architect harmless from the payment of such deductible or self-insured retention, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor.

F. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this Article 10 shall constitute a material breach of Contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner, Architect, and Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. The Contractor shall require all Subcontractors to carry insurance coverages and limits of liability, as set forth in paragraph A of this Article 10 and submit same to the Owner for approval prior to start of any work. In the event the Subcontractor is unable to provide insurance by a carrier that is licensed and admitted to do business in New York, the Owner reserves the right to accept Excess or Surplus lines insurance coverage for said Subcontractor, in the Owner's sole discretion. Notwithstanding the foregoing, the Owner is under no obligation to waive the requirement that the insurance be supplied by an insurer licensed and admitted in New York. In the event the Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, Construction Manager, the Architect, Engineers, Consultants, and Sub-consultants and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

H. The Contractor assumes responsibility for all injury or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of the Contractor's employees from whatever cause arises. Any policy of insurance secured covering the Contractor or Subcontractors leased or hired by them and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to

such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

I. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.

J. The Owner and the Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance policy procured, pursuant to paragraph A of this Article 10, or other property insurance applicable to the Contractor's work.

K. Before commencement of its work, the Contractor shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions of the Contract for Construction.

L. Review and acknowledgment of the Certificate of Insurance by the Owner or the Architect shall not relieve or decrease the liability of the Contractor hereunder.

M. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for itself, to pay premiums, and to charge the cost to the Contractor.

ARTICLE 11 REQUIRED BONDS FOR THE PROJECT

A. Within ten (10) days of the award of the bid, the Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of New York.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "VII" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than two (2) years following final completion of the work by the Contractor.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.

F. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum.

G. Every Bond must display the Surety's Bond Number.

H. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

I. A rider including the following provisions shall be attached to each Bond:

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.
3. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within three years after termination by the Owner of the Contractor's contract or within three years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the three year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.

J. The Contractor shall deliver the required bonds to the Owner prior to beginning construction activity at the site, but no later than 10 days of issue date of Notice of Award of Contract. Said bonds shall be in the form set forth in the Project Manual. No work shall be performed by the Contractor until such bonds have been reviewed and approved.

K. The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of the progress of the Contractor's work and obtain consents as necessary to protect

the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's work.

L. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

ARTICLE 12 INDEMNIFICATION

A. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees, or agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any of its subcontractors or any person or firm directly or indirectly employed by such Contractor, for the act(s) and/or omission(s) of any Contractor or Subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees, or agents from and against claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or

for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's project funds, including all the cost and expense of said liens, and including but not limited to attorneys' fees incurred by each or any of them.

E. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents of and from any and all liability for violation of any laws and regulations applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

F. The Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager, its consultants, employees, officers and agents, and any of their respective employees or agents of and from any and all liability for claims made by third parties, including subcontractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

G. The indemnification obligations set forth herein shall become effective upon the Owner, Architect or Construction Manager's receipt of a claim for which the Contractor is required to provide indemnification to the Owner, Architect or Construction Manager. In the event the Owner, Architect or Construction Manager is required to bring an action to enforce the indemnification obligation, the Contractor shall be liable to the Owner, Architect, and/or Construction Manager for all costs associated with said action including attorneys' fees.

ARTICLE 13

TIME FOR COMPLETION OF WORK

A. The date of commencement of the Contractor's work shall be as indicated in the agreement between the Contractor and the Owner. The date shall not be postponed or extended by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible to act. Time limits stated in the agreement between the Owner and the Contractor are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

B. The Contractor shall not commence work on the site until two certified copies of all insurance policies and bonds required by Article 10 and Article 11 of these General Conditions of the Contract for Construction are provided to the Owner and accepted by the Owner. The date of commencement and/or completion of the Contractor's work shall not be changed by the effective date of such insurance. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the acceptance of the insurance and bonds required by Article 10 and Article 11 of these General Conditions.

C. The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion of its contract in accordance with the schedule set forth in its agreement. The Contractor shall cooperate with the Owner, Architect, Construction Manager, and other Contractors on the Project, making every reasonable effort to reduce the contract time.

D. 1. In the event the Owner determines that the performance of the Contractor's work, as of a milestone date, has not progressed or reached the level of completion required by its contract, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the Contractor progresses its work in compliance with the stage of completion required by its agreement with the Owner. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

2. The Contractor shall not be entitled to an adjustment in its contract sum in connection with Extraordinary Measures ordered by the Owner under or pursuant to this Paragraph D.

3. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph D as frequently as the Owner deems necessary to ensure that the Contractor's performance of its work will comply with any Milestone Date or completion date set forth in the Contractor's agreement with it.

4. The Owner reserves the right to withhold payment from the Contractor until such time as the Contractor submits a daily schedule showing work to be again on schedule with the Construction Schedule and/or until its work is being installed according to the project construction schedule, without additional cost to the Owner.

E. The Contractor shall achieve substantial completion of its work in accordance with the schedule for the work set forth in the project manual included as part of its agreement with the Owner. Milestone Dates are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 13.

F. Substantial completion shall be achieved by the Contractor when the Contractor has completed ninety-eight (98%) percent of its work. Work remaining to be completed after substantial completion shall be limited to items which can ordinarily be completed within the period between the payment at the time of substantial completion and final payment.

G. 1. This project is to be physically completed in accordance with the time limits set forth in the agreement between the Owner and Contractor and as further set forth in the project manual and/or bidding documents. Liquidated damages will be assessed in the amount of One Thousand (\$1,000.00) Dollars for each and every calendar day after such time allowed for completion.

2. Contractor realizes that time is of the essence on this Contract and the completion date and milestone date for each work item in its agreement, a Milestone Date reflected on the project schedule, or the date of substantial completion of the Contractor's work shall be no later than the date indicated therein. In the event the Contractor fails to complete any work or substantially complete the work under this contract by said schedule date, the sum per calendar day for each date not met, as delineated above, will be subtracted from the payment due the Contractor (or, if the amount due Contractor as payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where the Contractor has applied for and been granted an extension of time in accordance with the provisions of this Article 13.

3. The said sum per calendar day shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon dates of Substantial Completion. Such Liquidated Damages shall be in addition to any other damages (other than by reason of delay) Owner may incur as a result of Contractor's breach of Contract. In the event that substantial completion of its work is not achieved in accordance with the project schedule, inspections will be performed once each week unless the Owner or the Architect determines, at their sole discretion, that additional inspections are not needed. All costs incurred by the Owner, Owner's Representative and the cost of additional inspections, at the rate of One Thousand Dollars (\$1,000) per inspection, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

H. 1. Within five (5) calendar days from the occurrence of same, the Contractor must apply in writing to the Owner, its Architect or Construction Manager for an extension of time to complete its work where it has been delayed as a result of: unforeseeable causes beyond the control and without the fault or negligence of the contractor, including acts of God, acts of the public enemy, acts of the federal or state government in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, priority or allocation orders duly issued by the federal government; freight embargoes; changes in the work to be performed by the Contractor. The Contractor may not apply for an extension of time for delays in acquisitions of materials other than by reason of freight embargoes. All other delays of the project, including but not limited to, Architect review and/or approval of shop drawings and/or submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by Owner of Contractor's Application for Payment; coordination amongst Contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and, therefore shall not form the basis for a claim for an extension of time by the Contractor.

2. All claims for additional time shall be supported by documentation which demonstrates to the Architect and Construction Manager's satisfaction that the Critical path of the Work has been significantly altered by the delays to the activities in question, and that the schedule cannot be maintained by re-ordering other activities within the project at no cost. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its work shall be memorialized by written change order, signed by the Owner, Contractor, Architect and Construction Manager. Where the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following:

For each day of delay in the completion of its work, the Contractor shall be allowed one day of additional time to complete its contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; only the actual period of delay as determined by the Owner or its Architect may be allowed.

3. The Owner reserves the right to delay the commencement of Work or to otherwise modify the construction schedule set forth in the bid documents in order to comply with applicable State, Federal and/or local laws, regulations, or orders related to the COVID-19 pandemic. Contractor's remedies for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of time only, as further delineated in Article 13 (H)(4), below.

4. Notwithstanding anything to the contrary in the Contract Documents, an extension in the contract time, to the extent permitted under this Article 13(H), shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other similar claims (collective referred to herein as “delay(s)”), unless a delay is caused by the Owner’s active interference with the Contractor’s performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with three (3) days’ written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, but not limited to, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner’s exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner’s exercise of such rights or remedies, shall not be construed as active interference with the Contractor’s performance of the Work.

ARTICLE 14

DEFICIENT AND INCOMPLETE WORK

A. The Owner, through its Architect or Construction Manager, will have the authority to reject work performed by the Contractor which does not conform to the requirements of the drawings and/or specifications.

B. The Owner, through its Architect or Construction Manager, shall have the authority to require additional inspection or testing of the Contractor’s work whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.

C. 1. If a portion of the Contractor’s work is covered contrary to the Architect’s request or to requirements specifically expressed in the drawings and/or specifications, upon request by the Architect or the Construction Manager, the Contractor shall uncover such work for the Architect’s or any governmental authority’s observation and be replaced at the Contractor’s sole expense without change in the Contract Time or Contract Sum.

2. If a portion of the Contractor’s work has been covered which the Architect or any governmental authority has not specifically requested to observe prior to its being covered, the Architect or any governmental authority may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the drawings and/or specifications, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor, at its sole cost and expense, shall uncover and replace such work.

D. The Contractor shall promptly correct work rejected by the Owner, through its Architect or Construction Manager, or failing to conform to the requirements of its contract with the Owner, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear the all costs of correcting such rejected work, including but not limited to the cost of said additional testing and/or inspection, the cost of the Architect's services incurred in conjunction with such additional testing, and any cost, loss or damages to the Owner resulting from such actions. If prior to the date of Substantial Completion, the Contractor, a Sub-contractor or anyone for whom either is responsible uses or damages any portion of the Work or premises, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

E. If the Contractor (1) fails to correct work which is not in accordance with the requirements of its agreement with the Owner, or (2) fails to carry out its work in accordance with the requirements of its agreement with the Owner, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the contract time, or (4) fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, through, or under the Contractor, or (5) disregards the instructions of the Architect, Owner or Construction Manager, the Construction Manager, on behalf of the Owner may order the Contractor to stop its work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.

F. 1. If the Contractor defaults or neglects to carry out its work in accordance with its agreement with the Owner and fails within a three (3) day period after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect, the Construction Manager and the Owner and such other consultants whose participation is deemed necessary by the Architect, for additional services and expenses made necessary by such default, neglect or failure. Such action by the Construction Manager, including the amounts to be charged to the Contractor as a result of such action are subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2. Where the Contractor's default and/or neglect to carry out its work in accordance with its agreement with the Owner threatens the health, safety and/or welfare of the occupants of the school district's facilities and/or threatens the structural integrity and/or preservation of the school district's facilities, the Owner may proceed to carry out the Contractor's work upon twenty-four (24) hours notice of its intention to do so to the Contractor.

G. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the agreement between the Owner and the Contractor, the Owner may, in its discretion, accept such work and reduce the Contractor's contract sum accordingly.

ARTICLE 15

FINAL COMPLETION AND CLOSEOUT OF THE PROJECT

A. 1. When advised by the Construction Manager that the Contractor's work is near substantial completion, the Architect shall visit the site to determine whether the Contractor's work is substantially complete. If the Architect's observations of the Contractor's work discloses any item which has not been performed in accordance with the requirements of the drawings and/or specifications and/or which has not been completed to the point indicated in Article 13 paragraph F of these General Conditions, the Contractor shall complete or correct such items upon receipt of notification from the Architect that a deficiency exists. The Architect shall not issue a certificate of substantial completion for the work of the Contractor until the work has been completed in accordance with Article 13(F). Upon completion of the work outlined by the Architect to it in accordance with this paragraph A, the Contractor shall advise the Architect of the need for an inspection of the work. If the Architect is required to inspect the Contractor's work more than twice, the Contractor shall be liable to the Owner for the services performed by the Architect as a result of additional inspections.

2. Upon determining that the Contractor's work has progressed to the point of Substantial Completion, the Architect shall prepare a punch list of the Contractor's work which shall include only minor items of work remaining to be performed by the Contractor to bring its work into compliance with the requirements of the drawings and/or specifications. The Contractor shall proceed promptly to complete and correct items on the punch list issued by the Architect and shall complete said items within thirty (30) days of its receipt of the punch list from the Architect. At the time of substantial completion, the Owner shall retain 200 percent of the value of the punch list items from the Contractor's remaining contract sum. The value of said remaining work shall be determined by the Architect. Upon completion of the work reflected in the final punch list, the Owner shall release the monies withheld pursuant to this paragraph to the Contractor.

3. The Architect's failure to include an item of deficiency on the punch list issued to the Contractor shall not relieve the contractor of its responsibility to perform its work in accordance with the drawings and/or specifications.

B. 1. If within three (3) years after the date of Substantial Completion of the Contractor's work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of in applicable special warranty required by the agreement between the Owner and the Contractor, any of the Work is found to be not in

accordance with the requirements of said agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of three (3) years shall be extended with respect to portions of the Contractor's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Contractor's and/or termination of the Contractor's agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.

2. The Contractor shall, within a reasonable time after receipt of written notice thereof, but in no event no later than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.

3. The obligations of the Contractor pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.

4. In the case of any work performed in correcting defects pursuant to this paragraph, the guarantee periods specified herein shall begin anew from the date of acceptance by the Owner of such work.

C. Upon receipt of written notice from the Construction Manager that the Contractor's work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Contractor's work acceptable pursuant to the terms and conditions of its agreement with the Owner and the Contract fully performed and upon receipt of the closeout documentation required by the Contract Documents and elsewhere in the agreement between the Owner and the Contractor, the Architect will certify to the Owner that the Contractor is entitled to final payment on the project.

D. 1. Prior to receipt of final payment from the Owner, the Contractor shall provide to the Architect the close out documentation required by the Contract Documents.

2. The Contractor shall schedule a close out meeting with the Architect and the Construction Manager for the purpose of delivering the close out documents required pursuant to the Contract Documents and elsewhere in the agreement between the Owner and the Contractor.

E. If the Contractor's work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the warranty periods described in the Contract Documents shall be set by the Architect at his discretion.

F. If the Architect is required to perform more than one final inspection because the Contractor's work fails to comply with the requirements of the contract, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.

G. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those claims previously made in writing in accordance with the terms of Article 18 hereof and identified by that payee as unsettled at the time of final Application for Payment.

H. Contractor shall submit all documentation identified in this section within ninety (90) days from the date of Substantial Completion. If the documentation has not been submitted, the Owner will obtain same through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner in securing such documentation.

ARTICLE 16

RELEVANT STATUTORY PROVISIONS

A. The Contractor shall at all times observe and comply with all Federal 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 his officers, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree, whether by himself or by his employee or agents.

B. The Contractor and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, section 220 et seq of the New York State Labor Law, as amended.

C. The Contractor and each of its subcontractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and addresses for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification.

D. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.

3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Project Manual, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

- a. The stipulated wage scale as provided in Labor Law, Section 220, Sub division 3, as amended; or
- b. The stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

E. The Contractor acknowledges that its work is governed by the provisions of Section 101 of the General Municipal Law of the State of New York.

F. The Contractor specifically agrees, as required by the provisions of the Labor Law of New York, Section 220-E, as amended that:

- 1. In the hiring of employees for the performance of this contract or any sub-contractor hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- 2. No contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed, sex or national origin.
- 3. There may be deducted from the amount payable to the Contractor a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
- 4. This Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

The aforesaid provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

G. The successful Contractor shall conform to the guidelines spelled out in the County's Affirmative Action Program, if any.

H. The Contractor shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The Contractor shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner, Owner's agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

I. This Contract shall be void if the Contractor fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 222-a of the Labor Law of the State of New York.

J. The Contractor shall insure that absolutely no asbestos containing material is used in conjunction with the performance of its work. The Contractor bears the sole responsibility to provide assurances that no asbestos containing material is built into the construction, or that any equipment used in the construction contains any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, as per federal, state and local mandates.

K. Large and small asbestos abatement projects as defined by 12 N.Y.C.R.R. 56 shall not be performed while the building is occupied. As referenced in this section, the term "building" shall mean a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier. Exterior work such as roofing, flashing, siding or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and windows is provided. Work must be scheduled so that classes are not disrupted by noise or visual distraction.

L. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.

M. No smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a \$1,000 fine and/or banishment from the property.

N. Applicable codes and standards for material furnished and work installed shall include all state laws, local ordinances, requirements of governmental agencies having jurisdiction, and applicable requirements of following codes and standards, including but not limited to:

1. New York State Uniform Fire Prevention and Building Code, and amendments thereto.
2. New York State Energy Conservation Construction Code.
3. State Education Department Manual of Planning Standards.
4. New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition.
5. Life Safety Code - NFPA.

O. Wherever in the specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

P. The Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of its agreement in the event (1) an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code, (2) any other similar order is entered under any other debtor relief laws, (3) the Contractor makes a general assignment for the benefit of its creditors, (4) a receiver is appointed for the benefit of its creditors, or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate the Contract in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Contractor's work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contractor.

Q. The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
2. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 17

TERMINATION OR SUSPENSION

- A. 1. The Owner may terminate the Contractor's agreement in the event the Contractor:
- a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;
 - b. refuses or fails to correct deficient work performed by it;
 - c. fails to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the Contractor and the Subcontractors;
 - d. disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
 - e. disregards the instructions of the Architect, Construction Manager or the Owner (when such instructions are based on the requirements of the Contract Documents);
 - f. is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; or
 - g. breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
 - h. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or
 - i. fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.
 - j. fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity;
 - k. or otherwise does not fully comply with the Contract Documents.
2. When any of the above reasons exists, may without prejudice to any other rights or remedies of the Owner, terminate employment of the Contractor upon three (3) days written notice and may, subject to any prior rights of the surety:

- a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. take possession of materials stored off site by the Contractor;
- c. take assignments of the Contractor's subcontractors in accordance with these General Conditions;
- d. finish the Work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 1 hereof, the Contractor shall not be entitled to receive further payment until the completion of the Contractor's work. If the Owner's costs to complete the Contractor's work, including the expenses incurred by the Owner in connection with the services of the Architect, the Construction Manager and/or other consultants, exceed the contract balance remaining on the Contractor's contract, the Contractor shall be liable to the Owner for such excess costs. This provision shall survive termination of the Contractor's agreement with the Owner.

B. 1. In addition to the Owner's right to carry out the work of the Contractor pursuant to its agreement with the Contractor, the Owner may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

2. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

- a. cease operation as specified in the notice;
- b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- c. terminate all subcontracts and orders to the extent they relate to the Work terminated;
- d. proceed to complete the performance of the remaining work on its contract which has not been so terminated; and
- e. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

3. The Contractor shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this paragraph. If the Contractor's work is so terminated, the Owner shall not be liable to the Contractor by reason of such termination except that the Contractor shall be entitled to payment for the work it has properly executed in accordance with its agreement and prior to the effective date of termination (the basis for such payment shall be as provided in the Contract) and for costs directly related to work thereafter performed by Contractor in terminating such Work, provided such work is authorized in advance by the Architect and the Owner. No payment shall be made by Owner, however, to the extent that such work is, was, or could have been terminated under the Contractor's agreement with the Owner.

4. In case of a termination pursuant to this paragraph B, the Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the sum of contract monies remaining to be paid to the Contractor. The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum; multiplied by 15% representing the Contractor's overhead and profit.

5. For the remaining portions of the Contractor's work which have not been terminated pursuant to this paragraph B, the terms and conditions of the Contractor's agreement with the Owner shall remain in full force and effect.

6. Upon termination of the Contractor's work or a portion of the Contractor's work pursuant to this paragraph B, the Contractor shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the Owner pursuant to this paragraph B.

C. 1. In addition to Owner's right to suspend, delay, or interrupt Contractor from proceeding with any portion of its work pursuant to the terms and conditions of its agreement with the Owner, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Contractor's work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to Contractor, specifying that portion of the Contractor's work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

2. The Contractor shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed or interrupted.

3. The Owner shall incur no liability to Contractor by reason of such suspension, delay, or interruption except that Contractor may request an extension of its time to complete its work in accordance with Article 13 hereof.

D. The Contractor agrees and acknowledges that payments for the work have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the aforesaid obligations or bonds are no longer available for payment for the work, the Contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon it. The Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the Work and/or its contract pursuant to this section.

ARTICLE 18 CLAIMS AND DISPUTES

A. Definition. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.

B. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. Claims must be made by written notice. An additional Claim made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Contractor to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Construction Manager, Architect and Owner. The responsibility to substantiate Claims shall rest with the Contractor.

C. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner and Architect promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and,

(3) in the case of a condition at the site which involves a hazardous or toxic substance, as those terms are defined by OSHA or AHERA, notice to the Owner, the Construction Manager and the Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect, and/or Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Contractor in writing, stating the reasons.

E. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum as a result of a Change in the Work pursuant to Article 8 of these General Conditions, written notice as provided in this Article 18 shall be given before proceeding to execute the Work.

F. Claims for Additional Time. If the Contractor wishes to make Claim for an increase in the Contract Time, the Contractor shall comply with the requirements set forth in Article 13.

G. Nothing contained in the Contract Documents shall relieve a Contractor from compliance with any statutory requirement, including, but not limited to those contained in Education Law Section 3813.

ARTICLE 19 MISCELLANEOUS PROVISIONS

A. The agreement between the Owner and the Contractor shall be governed by the law of the place where the project is located; venue to be in the County in which the project is located.

B. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with its agreement with the Owner unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of such law.

C. All notices to be given hereunder shall be in writing and may be given, served, or made (1) by depositing the same for first class mail delivery in the United States mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United States mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the

fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth hereinbelow. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

D. Except as expressly provided in the agreement between the Owner and the Contractor, duties and obligations imposed by such agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or in equity or by other agreement, and such rights and remedies shall survive acceptance of the Contractor's work and/or any other termination of the Contractor's agreement with the Owner.

E. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.

G. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

H. The rights stated in these General Conditions and the documents which form the agreement between the Owner and the Contractor are cumulative and not in limitation of any rights of the Owner at law or in equity.

I. The Owner shall not be responsible for damages or for loss of anticipated profits on work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's work pursuant to its agreement with the Contractor.

J. The Owner shall not be liable to the Contractor for punitive damages on account of any its termination of the Contractor or any other alleged breach of the agreement between it and the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

K. The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's work on the Project.

L. Upon determination by legal means (e.g. court action, etc.) that termination of Contractor pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

M. As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to warranties provided in accordance with its agreement with the Owner, the date of any correction of work performed by the Contractor or failure to correct its work, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

N. 1. The Owner may occupy or use any completed or partially completed portion of the Contractor's work at any stage when such occupancy is authorized by public authorities having jurisdiction over the project.

2. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Contractor's work, nor does it waive the Owner's right to liquidated damages. Further such occupancy alone shall not determine when substantial completion and performance has been reached.

3. Immediately prior to such partial occupancy or use, the Owner, 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 Contractor's work, and in order to prepare a complete punchlist of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced.

O. The Contractor agrees not to assign, transfer, convey or sublet or otherwise dispose of this Contract or his right, title and interest therein or his power to execute such Contract, to any other person, firm or corporation without the previous consent in writing of the Owner.

P. The Owner is a tax exempt organization and will take title to materials used in the Project in order to permit tax exemption.

Q. The Owner will furnish a certificate with the Owner's Tax Exemption Number to the Contractor for use in purchasing tangible personal property required for the Project.

R. This exemption shall not apply to machinery, equipment, tools, and other items purchased, leased, rented, or otherwise acquired for the Contractor's use even though the machinery, equipment, tools or other items are used either in part or entirely on the Work. This exemption shall apply only to materials fully incorporated into the Work of the Contract as accepted and approved by the Architect.

S. The Contractor shall, upon request by the Owner, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or subcontractor for incorporation into the Work. Upon delivery of the materials to the site, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. This exemption shall apply only to materials so identified and accepted.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SECTION 007001 – REQUISITION FOR PARTIAL PAYMENT – WAIVER OF LIENS

| | |
|---------------------------|------------------------------|
| PROJECT | OWNER |
| | |
| | |
| | |
| GENERAL CONTRACTOR | SUB-CONTRACTOR/VENDOR |
| | |
| | |
| | |
| CONTRACT | WORK COMPLETE |
| PROJECT: | CONTRACT - \$ |
| TRADE: | CHANGE ORDERS - \$ |
| CONTRACT - \$ | TOTAL COMPLETE - \$ |
| TOTAL CONTRACT - \$ | RETAINAGE (%) - \$ |
| | LESS PRE. REQ. - \$ |
| | THIS REQUISITION - \$ |

Waiver of Lien

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, or materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the Contract and that the terms of the Contract with respect to these guarantees will hold for the period specified in said Contract.

IN WITNESS WHEREOF, we have executed under seal this release on the above date and to be legally bound hereby:

WITNESS: _____ FIRM: _____

BY: _____

CORPORATE ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____
to me known and who by me being duly sworn did depose and say that s/he resides at

_____, _____;
that s/he is the officer of the said corporation executing the foregoing instrument, that s/he knows the seal
of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by
order of the Board of Directors of said corporation and that s/he signed her/his name thereto by like order.

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____
to me known and who by me being duly sworn did depose and say that s/he resides at

_____, _____;
that s/he is the individual who executed the foregoing instrument.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of

)SS.
)

County of

On the _____ day of _____, before me came _____
to me known and who by me being duly sworn did depose and say that s/he resides at

_____, _____;
that s/he is the partner in the firm of _____
doing business under the name of _____
and that s/he executed the foregoing instrument of behalf of said partnership.

Notary Public

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|--|-----------|
| | |
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

INSURANCE REQUIREMENTS

Please refer to Article 11 of the General Conditions concerning the insurance requirements.

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
 2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.
 3.
 - a. The certificate of insurance must describe the services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
 - b. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. Any exclusions, restrictions and/or modifications to these coverages will not be accepted.
 4. The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
 5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
 - \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
 - \$2,000,000 Products and Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense
 - The general aggregate shall apply on a per-project basis.
 - b. **Owners Contractors Protective (OCP) Insurance**
 - For projects less than or equal to \$1,000,000 and work on 1 story (10 feet) only;
- Mamaroneck UFSD/Pool Locker Room 007316-1 #4.1092.87
Renovations at Hommocks Middle School
NYSED # 66-07-01-03-0-011-031

\$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. The OCP Policies will be written by NYS Licensed and Admitted Carriers.

c. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. Workers' Compensation and NYS Disability Insurance

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.

e. Builder's Risk

Must be purchased by the contractor to include interest of the Owner and Contractor jointly in a form satisfactory to the owner. The limit must reflect the total completed value – all material and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood.

f. Umbrella/Excess 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.

6. 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.
7. Sub-contractors 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.
8. In the event the Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall 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.**

All limits carried in excess of the above amounts must be shown on the Certificate of Insurance, and all parties listed above must be added as additional insured for all limits so carried.

Coverages regardless of policy form, 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.

HOLD HARMLESS: The awarded contractor will be required to sign a "Hold Harmless" Agreement with the School District as included with this document. Compliance with the foregoing requirement for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

LAWS, ORDINANCES, CODES, ETC: The contractor shall comply with all laws, codes, rules and regulations of the State, County and City applicable to the work to be performed at the site.

PERMITS: Any and all permits lawfully required to prosecute the work and all approvals of work performed, required by authorities having jurisdiction, shall be obtained by the contractor who shall pay all lawful charges for same.

Workers shall be skilled in the trade in which employed and, where required, shall be licensed to perform the work by the authority having jurisdiction.

All work shall comply with codes, Local, State and National of all authorities having jurisdiction, including but not limited to National Electric Code, Plumbing Codes and OSHA regulations.

LABOR LAWS: Particular attention is directed to the Labor Laws of the State of New York applicable to the employment of labor at the site, which laws form part of this contract. The minimum hourly rate of wages to be paid for labor employed at the site is as determined by the Industrial Commissioner of the State of New York.

STATE OF NEW YORK)
)
) s.s.:
COUNTY OF _____)

_____ (name), President/CEO/Owner/Managing Member of
_____ (bidder), hereby deposes and says that the bidder currently
has, or immediately upon being awarded the contract, will obtain insurance coverage, from an insurer
licensed and admitted to do business in New York, that meets the following requirements:

1. Workers' Compensation and Disability:

| | |
|------------|----------------------------------|
| Coverage | Statutory |
| Extensions | Voluntary compensation |
| | All states coverage employers |
| | Employer's liability - unlimited |

2. Commercial General and Umbrella Liability

| | |
|--------------------|--|
| Coverage | Occurrence using ISO occurrence Form CG 00 01 07 98 or later form |
| Limits per project | General Aggregate - \$2,000,000.00 on a per project basis |
| | Products - Completed/Operations - \$2,000,000.00 |
| | Personal & Advertising Injury - \$1,000,000.00 |
| | Fire Damage (any one fire) - \$100,000.00 |
| | Medical Expenses (any one person) - \$10,000.00 |
| | Owners and Contractors Protective Liability Insurance: |

- a. \$2,000,000 per occurrence, \$4,000,000 general aggregate for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
- b. \$1,000,000 per occurrence, \$2,000,000 general aggregate for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.

Excess Liability (excess coverage shall be on a follow-form basis):

- a. \$10,000,000 for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
- b. \$5,000,000 for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.

3. Automobile Liability (all vehicles hired or non-hired): \$1,000,000.00 per accident

4. If this project requires the removal of asbestos and/or hazardous materials, Contractors shall provide hazardous material liability insurance as follows:

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

5. Testing Company Errors and Omission Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Contract or agreement. Coverage shall remain in effect for two years following the completion of work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

Print Name: _____

Signature: _____

Sworn to before me this _____

day of _____, 20_____

Notary Public

SECTION 010000 – GENERAL REQUIREMENTS

CONTENTS

| | | | |
|------|---------------------------------------|------|--|
| 1.1 | Summary of Work | 1.31 | Cut-Overs, Interruptions to Existing Buildings |
| 1.2 | Submittals | 1.32 | Control Wiring |
| 1.3 | Progress Payments | 1.33 | Openings, Channels, Cutting & Patching |
| 1.4 | Materials Handling | 1.34 | Grade Lines & Levels |
| 1.5 | Special Conditions | 1.35 | Regulatory Requirements |
| 1.6 | Coordination | 1.36 | Construction Progress Schedule |
| 1.7 | As-Builts | 1.37 | Temporary Construction Facilities |
| 1.8 | Time of Completion | 1.38 | Temporary Water |
| 1.9 | Liquidated Damages | 1.39 | Temporary Light & Power |
| 1.10 | Insurance | 1.40 | Temporary Heat |
| 1.11 | Substitutions/Equivalents | 1.41 | Reserved |
| 1.12 | Guarantees | 1.42 | Temporary Toilet Facilities |
| 1.13 | Communications | 1.43 | Temporary Enclosures |
| 1.14 | Protection | 1.44 | Protection of Work & Property |
| 1.15 | Indemnity | 1.45 | Emergencies |
| 1.16 | Removal and Disposal of Debris | 1.46 | Temporary Drives, Walks, & Parking Areas |
| 1.17 | Ingress, Egress & Circulation | 1.47 | Temporary Controls |
| 1.18 | Non-Interference w/Owner's Operations | 1.48 | Testing of Mechanical & Electrical Systems |
| 1.19 | Sequence of Work | 1.49 | Final Clean Up |
| 1.20 | Final Cleaning Up | 1.50 | Reserved |
| 1.21 | Storage | 1.51 | Permits |
| 1.22 | Reserved | 1.52 | Possible Asbestos Containing Materials |
| 1.23 | Engineer's Inspections | 1.53 | Lead Base Paint |
| 1.24 | Contract Location | 1.54 | Use and/or Storage of "Hazardous Substances" |
| 1.25 | Installation | | |
| 1.26 | Code Requirements | | |
| 1.27 | Permits and Inspections | | |
| 1.28 | Shop Drawings, Products & Samples | | |
| 1.29 | Schedule of Values | | |
| 1.30 | Project Coordination | | |

1.1 Summary of Work: Definitions: The word "provide" means furnish and install complete. The word "Contractor" means the proper trade referred by its reference.

The contractor is referred to the "Instructions to Bidders", "Bid Form", "Form of Bid Bond", "Form of Contract", "Performance and Payment of Bonds", "General Conditions", "Supplementary General Conditions", "Contract Drawings", and any "Amendments" to any foregoing, all of which are hereby made part of this contract.

1.2 Submittals: A progress schedule shall be submitted to the Construction Manager by the Contractor prior to initiation of work and shall be adhered to at all times. Any deviation from the schedule shall be brought to the immediate attention of the Construction Manager.

Before work is started, the Contractor shall submit to the Construction Manager for approval a list of materials, with trade names, proposed to be furnished (4 copies) and shop drawings as requested by the Construction Manager. Submittals shall be representative of materials to be used by the Contractor in completing his work.

1.3 Progress Payments: Prior to the start of work, the Contractor shall submit a complete payment breakdown to the Construction Manager. Payments will be made by the Owner in accordance with Article 9 of the General Conditions. The Contractor shall submit applications for payment on the forms prescribed and approved by the Owner as set forth in these specifications.

1.4 Materials Handling:

1.4.1 Delivery: The Contractor shall be responsible for all materials being delivered in manufacturer's original unopened containers with manufacturer's labels intact and legible.

1.4.2 Storage: Storage space for materials and equipment is considered limited and the Contractor will schedule deliveries to minimize space required for storage.

The Contractor shall place and store materials and equipment in spaces agreed upon by the Owner, Construction Manager, and Contractor. The contractor shall provide continuous protection against damage or loss.

1.4.3 Waste Materials: All waste materials shall be stored and removed from the site in a manner agreed upon by the Contractor, the Owner, and the Construction Manager daily. In the event material and debris are left at the site and not removed in accordance with the specifications, the Owner may remove the offending materials at the Contractor's expense. Please refer to Article 4 of the General Conditions concerning the Contractor's disposal of waste material.

1.5 Special Conditions:

1.5.1 Visit to Site: The Contractor shall examine the drawings and specifications; must visit the site and note all field conditions which will influence the work required by his contract. The Contractor must verify the data noted in the drawings and specifications. He shall report any discrepancies between the bid documents and the field conditions to the Architect/Engineer/Construction Manager no later than five (5) days before the bids are due so that the Architect/Engineer/Construction Manager may issue clarification addenda if required. Failure to report any discrepancies within the time frame noted, will nullify any extra cost claim by the Contractor, if claim is based on discrepancies between specifications, drawings, and field conditions.

1.5.2 Protection: Contractor shall be responsible for the existing building, new work, new facilities, and improvements within the area where his work is being accomplished. Any damage to these resulting directly or indirectly from the Contractor's operations shall be promptly corrected at the Contractor's expense.

Provide all necessary temporary enclosures, covers, guardrails, barricades, safety devices, etc., to adequately protect all workmen and the public, especially children, from possible injury due to the various processes required to accomplish the work required. Provide all necessary temporary partitions, enclosures, and coverings for the confinement of dust, dirt, and debris.

Temporarily protect partially completed construction items such as structural steel, roof deck, roofing, insulation, exposed wall cavities, interior walls, etc., as needed to protect against weather damage.

1.5.2.1 The Contractor is responsible for maintaining all temporary emergency egress routes. The Contractor shall obtain approval from the Building and Fire Departments for all temporary emergency egress routes.

1.5.2.2 The Owner has the right to require disruptive work to be discontinued if affecting the students and staff. In such event, Contractor will perform the work during times and days when the Owner's operations will not be affected and at no additional cost to the Owner.

1.5.3 Security and Safety: The Contractor shall maintain adequate security at all times to protect the materials and work in place from damage, theft, malicious mischief and vandalism. The Contractor shall also observe and comply with all codes and regulations applicable to the safety of employees, tenants, and the general public. The Contractor, specifically, shall meet all requirements of OSHA as published in the Federal Register and procurable from the Government Printing Office, and the New York Department of Labor Safety Regulations as related to the construction work.

The Contractor shall meet all requirements of the Department of Health (DOH) and State and Federal guidelines preventing the spread of COVID-19 on the jobsite.

All work shall be performed with the safety of the building occupants, students, and staff taken into consideration.

1.5.4 Supervision: All work specified herein shall be carried out under the direction of the Construction Manager and with the approval of the coordinator of building services of the Owner with the least interference with the routine use of the building. All materials, equipment, etc., shall be stored where and as directed.

The coordinator of building services shall determine the compliance with the terms of this specification and any subsequent contract based upon same and his decision shall be final and conclusive as to the intent of the specifications and the sufficiency in quality and quantity of any work performed or material furnished in connection with the work covered by the specifications. The Construction Manager shall assist and advise the coordinator as necessary.

1.5.5 Installation: The complete installation shall be in accordance with the latest rules and regulations of the Boards and Departments having jurisdiction.

Any item or requirement necessary for a complete installation but not specifically described in this specification shall conform to the governing rules and regulations.

The Contractor shall procure all the necessary and usual certificates for all work installed by him and deliver same to the Architect and Construction Manager before final acceptance.

The Contractor is responsible for all rigging, scaffolding, and hoisting that is required in order to install the equipment as specified.

1.5.6 Existing Work: Existing work shall be cut, drilled, altered, removed or temporarily removed and replaced as necessary for the performance of the contract. However, unless otherwise provided by the specifications, no structural members shall be cut or altered without the authorization of the Engineer. Work remaining in place which is damaged or defaced by reason of work as done under this contract, shall be restored equal to its condition at the time of the award of this contract.

1.5.7 Existing Equipment: Equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced equal to its condition at the time of the award of this contract.

1.6 Coordination: All work shall be coordinated with the Owner, Architect, Engineer, and Construction Manager.

1.6.1 School Operations & Contractor Work Hours: During the Summer, work will be permitted between **7:00 a.m. and 4:00 p.m.** during the normal work days, Monday through Friday and Saturday as per local ordinances. However, when school is in session, work hours shall be from 3:00 p.m. to 11:00 p.m., Monday through Friday. All after hours work must comply with the allowable working hours and noise ordinance for the **Village of Mamaroneck**.

Each Prime Contractor may work Saturday & Sundays to make up for lost time (Saturday/Sunday work will be required if necessary to meet deadline) with prior approval from the Owner and after Contractor has verified allowable working hours by town ordinance. Contractors wishing to work on weekends or additional hours during the week shall pay for custodial hours related to same.

Consideration will be given to perform work DURING School Hours provided the area of work has a dedicated access route that does not interfere with the Students & Staff as well as NOT creating any noise in excess of 60dB as mandated by SED guidelines. After Hours work would also be required for any heavy construction work (i.e., piles, steel, etc.) that might pose a potential safety hazard to Students & Staff.

Due to extreme traffic congestion associated with student car and bus transportation, deliveries to any area of the project WILL NOT be allowed during school days from 8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 3:30 p.m.

This Contractor will provide in their base bid five (5) "black out days", to the construction schedule where no work can take place. These dates will be determined by the District and have been incorporated into the milestone dates indicated in the attached bid schedule.

The Contractor shall not interfere with the operation of existing essential services during all normal operating hours and periods. All work requiring temporary interruption of essential services shall be done only with the specific approval of the Construction Manager and Owner. The Contractor shall set up a schedule of work affecting existing services for approval by the Owner and the Construction Manager.

Separate access to the construction activities will have to be provided by the General Contractor, since school will be in session while part of the construction is on-going. The General Contractor will provide temporary stairs, scaffolding, doors, etc. to provide separate access for all trades to the construction areas.

1.6.2 School District Holidays: Coordinate with the District for access to work during school holidays as listed below. Hours of work to be from 7:00 a.m. to 4:00 p.m.

Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans' Day
Thanksgiving
Winter Recess
Martin Luther King
Presidents' Recess
Spring Recess
Memorial Day

1.6.3 School District Events: Coordinate with the District for access to work during days where there are no students present (Superintendent Conference Days, etc.). Hours of work to be determined by the owner for each day.

1.6.4 Exam/Testing Schedule: Coordinate with the District for access to work during days when testing will take place at the schools. Hours of work to be from 3:00pm – to 11:00pm (After Hours)

1.7 As-Builts: The Contractor (each prime contractor), upon completion of installation of work, shall provide the Owner with as-built drawings (4 copies) to be approved by the Design Architect or Engineer. These drawings shall show the exact location and invert of all items installed and/or altered by the Contractor.

1.8 Time of Completion: The Contractor, prior to being awarded the contract, shall prepare and submit for the Construction Manager's and Owner's approval, a progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents. This schedule shall indicate the dates from the start of work to completion and shall be revised as required by the conditions of the work subject to the Construction Manager's approval. Any departure from the schedule shall be brought to the attention of the Construction Manager.

The Contractor in preparing his schedule shall comply with the requirements on Table 1-1 which lists the completion date from the contract award date.

Any objections by a prospective bidder to this time schedule shall be submitted in writing to the Engineer at least ten (10) calendar days before the date of the bid opening.

1.9 Liquidated Damages: This project is to be physically completed in accordance with the time limits set forth in the agreement between the Owner and Contractor and as further set in the project manual and/or bidding documents. Liquidated damages will be assessed in the amount of \$1,000.00 for each and every calendar day after such time allowed for completion.

1.10 Insurance:

See Specification Section 007316 and General Conditions Article 10

1.11 Substitutes/Equivalents: Where two or more kinds, types, brands, manufacturers, or materials are named in these specifications, they are to be regarded as the required standard of quality and are presumed to be equal. The contractor may select one of these items or, if the contractor desires to use any kind, type, brand, manufacturer, or materials other than those named in the specifications, the contractor shall indicate in writing, when requested, and prior to the award of contract, what kind, type, brand, manufacturer or material is included in the base bid for the specified item.

1. Bidder must prove equivalence of substitution and furnish detailed specifications and catalog cuts or drawings. Failure to identify exceptions or deviations from equipment specified must be interpreted to indicate that the product offered complies with the specification in every respect.
2. Please refer to Article 6 of the General Conditions for additional information on equivalents and substitutions.

1.12 Guarantees:

1. Guarantees shall be furnished by all prime contractors for all labor and materials for a period of three (3) years as set forth in the General Conditions.
2. If guarantee/warranty periods are listed in individual technical sections, or any other Division 0 or 1 sections, the longer period shall be provided.

1.13 Communications: Should there be any problems with the contract in terms of working conditions, cooperation of the owner personnel, tenants, vandalism, job safety, stolen equipment and materials, unusual field conditions; the Contractor will immediately notify the Construction Manager and the owners representative in writing for resolution by the Owner.

1.14 Protection:

1. Provide all required protective measures for removal work. Give particular attention to the protection requirements so as to prevent any damage to existing construction or to adjoining public and private property, including thoroughfares. The Contractor will be held responsible and shall restore at his own expense any such damage to the complete satisfaction of the Construction Manager.
2. Protect adjoining public and private property, including thoroughfares, from damage due to disposal operations.
3. Protect from damage all heating, plumbing, and electrical lines to remain.
4. Take extreme care to protect the occupants of adjoining areas and prevent any harm to them through the required operations.

1.15 Indemnity:

1. Each prime contractor shall refer to Article 12 of the General Conditions.

1.16 Removal and Disposal of Debris:

1. Each prime contractor is responsible for removal from the building and off-site disposal of all rubble, trash, combustible materials and debris of all kinds created by and in the construction of this project. This includes all debris created by or connected with the operations of all contractors, sub-contractors and material suppliers engaged in the construction.
2. Each prime contractor shall pay all costs, fees, and permits attendant to the loading, unloading, cartage, dumping and disposal of all rubbish, and/or debris. No other contractor, sub-contractor, or material supply man shall be obliged to pay any costs attendant to this operation. The complete removal of all debris shall be performed with such frequency as to maintain the grounds around the building free from debris. Materials and debris removed will be loaded directly into waiting trucks or containerized vehicles so as not to litter the adjacent grounds.
3. In addition, the building and grounds will be maintained in a clean and orderly manner so as to conform with all local fire safety regulations and in accordance with the latest editions of the Safety Code of the National and State Board of Fire Underwriters.
4. Areas designated by Construction Manager will be the only place the contractor will be allowed to load and off load usable materials and/or debris. He shall at no time block the fire exists of the building. He will further repair any damage done to the sidewalks, pavements, and lawn areas upon completion of the project.

1.17 Ingress, Egress, and Circulation: Each prime contractor shall be responsible for performing his construction activities in such manner to maintain essential ingress and egress for visitors and occupants of Owner-occupied areas and to continuously maintain all required emergency exits from and circulation between existing facilities. Passageways for emergency exits shall be kept continuously free from debris, construction equipment, tools, stockpiles of materials, and other hazards to speedy evacuation. The contractor shall provide all necessary temporary work as prudence and good practice may dictate and in accordance with Public Law, to obtain and maintain all such ingress, egress, and circulation requirements. All temporary work shall be removed when no longer required.

1.18 Non-Interference with Owner's Operations: Each prime contractor shall acquaint himself with the general character of the Owner's operations prior to commencing work and shall so schedule his work to avoid interference therewith. The sequence of demolition and removal operations shall be in accordance with a schedule of contract operations approved by the Owner and Construction Manager.

1.19 Sequence of Work:

1. An approved Sequence of Work will be established for the work of this project that will not interfere with the Owner's operations. The Sequence of Work may be modified from time to time by the Owner if changes in his schedule of activities require it.
2. The Owner will occupy the existing building and the outdoor facilities during normal business hours and also for after hours activities.
3. Emergency exit ways shall be kept clear at all times that people are in the building.

1.20 Final Cleaning Up:

1. Just prior to the Architect, Engineer and Construction Manager's inspection tour to establish the date of Substantial Completion, Contractor shall do final cleaning of materials and equipment installed under the contract.
2. The Contractor shall restore the areas of the building or the site, damaged by his work, to its original condition.
3. Contractor shall be responsible for the proper cleaning of all equipment furnished under this contract and for the removal of rubbish, packing cases and debris.

1.21 Storage: Storage space for materials and equipment is considered limited and the Contractor will schedule deliveries to minimize space required for storage.

The Contractor shall place and store materials and equipment in spaces agreed upon by the Owner, Construction Manager, and Contractor. The Contractor shall provide continuous protection against damage or loss.

1.22 Reserved

1.23 Engineer's Inspections: Accommodate Engineer's inspections by providing manpower, equipment, etc. as required by the inspector. Assist the inspector as requested.

1.24 Contract Location:

Hommocks Middle School
130 Hommocks Road
Larchmont, NY 10538

1.25 Installation: The complete installation shall be in accordance with the latest rules and regulations of the Boards and Departments having jurisdiction.

Any item or requirement necessary for a complete installation but not specifically described in this specification shall conform to the governing rules and regulations.

Each prime contractor shall procure all the necessary and usual certificates for all work installed by him and deliver same to the Construction Manager before final acceptance.

Each prime contractor is responsible for all rigging, scaffolding, and hoisting that is required in order to install the equipment as specified.

1.26 Code Requirements: All work performed, and materials furnished, shall be done in strict accordance with current requirements of the State and local codes as may apply including all revisions and authorized standards to date. The following is a partial list of applicable codes:

1. 2015 International Existing Building Code (as adopted by New York State)
2. 2015 International Building Code (as adopted by New York State)
3. 2015 International Mechanical Code (as adopted by New York State)
4. 2015 International Plumbing Code (as adopted by New York State)
5. 2015 Energy Conservation Code (as adopted by New York State)
6. 1998 NYSED Manual of Planning Standards
7. National Electric Code (NEC)
8. National Fire Protection Association (NFPA)
9. ICC/ANSI A117.1 - 2009 American National Standard

1.27 Permits and Inspections: Each prime contractor shall obtain and pay for any necessary Municipal or State inspection and permit as required by the inspection authority, and make such tests as are called for by the regulations of such authorities. These tests shall be made in the presence of such authorities or their authorized representative.

1.28 Shop Drawings, Product Data, and Samples:

1. Work Included:
 - a. Submit to Construction Manager, all shop drawings, product data, and samples as required by these specification sections.
 - b. Designate construction schedule dates for submission, and dates shop drawings reviewed, product data and samples will be needed for each product.
 - c. Contractor must stamp all submittals with "approval stamp" before submitting to the Construction Manager/Architect.
2. All submissions shall be sent electronically in pdf format directly to the Architect/Engineer copying the Construction Manager. Submissions will be either via email or a data sharing website. The **Submittal Exchange** website service designed specifically for transmitting submittals between construction team members may also be used for this project (www.submittalexchange.com). If so, the costs for this service will be paid for by the School District and log in credentials will be assigned to the Prime Contractors.
3. Shop Drawings:
 - a. Original drawings prepared by Contractor, Sub-Contractor, supplier or distributor, which show some portion of the work, showing fabrication, layout, setting, or erection of details.

- b. Prepared by qualified details.
 - c. Identify details by reference.
4. Product Data:
- a. Manufacturer's Standard Schematic Drawings:
 - 1. Modify drawings to delete information which is not applicable to the project.
 - 2. Supplement standard information to provide additional information applicable to project.
 - b. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Mark each item with the appropriate specification reference.
 - 3. Show dimensions and clearances required.
 - 4. Show performance characteristics and capacities.
 - 5. Show wiring diagrams and controls.
 - 6. Indicate any deviations for characteristics specified clearly.
5. Samples:
- a. Where called for in specifications or required by Architect/Engineer, provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed work is judged.
 - b. Provide office samples of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of products or material with integrally related parts and attachment devices.
 - 2. Full range of color samples.
 - 3. After review samples may be used in construction of the project.
 - c. Clearly identify each sample with appropriate specification reference and clearly indicate any deviation from specification.
6. Contractor's Responsibilities:
- a. Review shop drawings, product data, and samples prior to submission, make certain that items conform to specifications and requirements of work, and so certify when submitting items for approval.
 - b. Verify:
 - 1. Field measurements;
 - 2. Field construction criteria;
 - 3. Catalog numbers and similar data.
 - c. Coordinate each submittal with requirements of work and of contract documents.

- d. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect/Engineer's review of the submittals.
- e. Contractor's responsibility for deviations in submittals from requirements of contract documents is not relieved by Architect/Engineer's review of submittals, unless Architect/Engineer's deviations are identified by contract at time of submission.
- f. Notify Architect/Engineer's, in writing, at the time of submissions or deviations in submittals from requirements of contract documents.
- g. Begin no work which requires submittals until return of submittals with Architect/Engineer's stamp and initials or signature indicating review.
- h. After Architect/Engineer's review distribute copies, as needed.

6. Submission Requirements:

- a. Submittal schedule for shop drawings, product data, and samples shown:
 - 1. Date of Contractor's submittals;
 - 2. Date of Contractor's resubmittals;
 - 3. Date of approval;
 - 4. Date of release of work or purchase order.
- b. Schedule submissions at least fifteen (15) days before dates reviewed submittals will be needed.
- c. Submit number of samples specified in each of these specification sections.
- d. Accompany submittals with transmittal letter in duplicate, containing:
 - 1. Date;
 - 2. Project title and number, and contract number;
 - 3. Contractor's name and address;
 - 4. Number of each shop drawing, product data, and sample; and quantity of drawings submitted;
 - 5. Notification of deviations from contract documents;
 - 6. Other pertinent data.
- e. Submittals shall include:
 - 1. Data and revision dates;
 - 2. Project title and number;
 - 3. The names of:
 - a. Architect/Engineer
 - b. Construction Manager
 - c. Contractor
 - d. Subcontractor
 - e. Supplier
 - f. Manufacturer
 - g. Separate details, when pertinent.
 - 4. Identification of product or material;
 - 5. Relation to adjacent structure or materials;
 - 6. Field dimensions, clearly identified as such;
 - 7. Specification section numbers;
 - 8. Applicable standards, such as ASTM number or Federal Specification;

9. Identification of deviation from contract documents;
10. Contractor's stamp, initialed or signed, certifying to review of submittal; verification of field measurements and compliance with contract documents.

7. Engineer's Review:

- a. Engineer's will review and stamp submitted shop drawings and other submissions in one (1) of the following ways:
 1. "NO EXCEPTIONS TAKEN": Submission is in full compliance with all contract documents, or indicated deviations are acceptable.
 2. "MAKE CORRECTIONS NOTED": Submission has minor corrections not significant enough to require resubmission; noted corrections must be made in the final installation.
 3. "REJECTED": Submission does not meet contract requirements; resubmission of shop drawings, which meet contract requirements, is required.
 4. "AMEND AND RESUBMIT": Resubmission is required due to the nature and/or number of corrections.
- b. Work shall be executed in accordance with "No Exception Taken" or "Make Corrections Noted" drawings only.
- c. Engineer's approval is for conformity to design requirements and arrangement only. Contractor is responsible for quantity, dimension, accuracy of fit, and coordination with other trades. Approval is subject to all contract requirements and does not authorize any changes involving additional costs, unless stated in a separate letter or change order.

8. Resubmission Requirements:

- a. Shop Drawings:
 1. Revise initial drawings, as required, and resubmit, as specified to initial submittal;
 2. Indicate on drawings any changes which have been made, other than those requested by the Engineer;
 3. Submit new product data and samples, as required on initial submission.

9. Distribution of Submittals After Review:

- a. Distribute copies of shop drawings and product data which carry Engineer's stamp to:
 1. Contractor's File;
 2. Job Site File;
 3. Record Document File;
 4. Sub-Contractors;
 5. Supplier;
 6. Fabricator.
- b. Distribute samples as directed; remove from site if so placed or incorporated in finished work when permitted by Architect/Engineer.

1.29 Schedule of Values:

1. Work Included:

- a. Submit to Construction Manager the Schedule of Values, within seven (7) days after award of contract.
- b. Upon request of Construction Manager, support values given with data that will substantiate their correctness.
- c. List quantities of materials specified under unit price allowances.
- d. Payment for materials stored on site will be limited to those materials listed in Schedule of Unit Material Values.
- e. Use Schedule of Values only as basis for Contractor's Application for Payment.

2. Submittals:

- a. Form and Content:
 1. Submit typewritten Schedule of Values on AIA G702a.
 2. Use Table of Contents of these specifications as basis for format of listing costs of work for sections under divisions applicable to contract.
 3. Identify each line item with section number and title, as listed in Table of Contents of these specifications.

3. Preparation:

- a. Itemize separate line item cost for each of the following general cost items:
 1. Insurance, performance, and payment bonds;
 2. Field supervision and layout;
 3. Temporary facilities and controls;
 4. Mobilization;
 5. Performance testing (not less than 10% of value of equipment/system being tested);
 6. Allowances.
- b. Payment for field supervision, layout, temporary facilities, and controls will be made monthly as a percentage of project completion corresponding directly to the percent of total dollar value of the work owed (does not include retainage).
- c. Itemize separate line item cost for work required by each section of these specifications.
- d. Provide line item for each major component of work for which contractor will require partial payment or where so requested by the Construction Manager.

4. Review and Submittal:

- a. After review by Architect/Engineer, Construction Manager, and Owner, revise and resubmit schedule, as required.
- b. Schedule of Value(s) which are "front-loaded" will be rejected.

1.30 Project Coordination: Wherever the term, "General Construction Contractor" is used herein, it is intended to mean either the Contractor for the General Construction whenever separate prime contracts are involved, or the Sole Contractor if there are no other prime contractors engaged on the project.

Wherever separate contracts are awarded to separate Prime Contractors for the different branches of the work, each Prime Contractor shall cooperate with the other trades to ensure that the work progresses as required by the contract documents, so that no portion of the work is delayed or not properly undertaken due to such lack or failure of cooperation. Each Prime Contractor shall have at least one (1) full-time Project Manager assigned to the project. The Project Manager shall attend each Progress Meeting at the site.

Contractors shall lay out and install their work at such time or times and in such manner as to facilitate the general progress of the project.

1.30.1 Items noted NIC (Not in Contract), will be supplied and installed by Owner

1.30.1.1 For Owner installed products, the Owner's responsibilities are as follows:

1. Provide reviewed shop drawings, product data, and samples, to the Contractor responsible for installation or coordination.
2. Provide product delivery to the site.
3. Arrange for manufacturers' warranties, inspections, and service.
4. Arrange for product installation.

1.30.1.2 For Owner installed products, the Contractor's responsibilities are as follows:

1. Review Owner provided shop drawings, product data, and samples for coordination purposes.
2. Receive and install product, if required by the Project Documents.
3. Notify the Owner of any discrepancies between the Contract Documents and the product which is to be provided.

1.31 Cut-Overs, Interruptions to Existing Buildings: All cut-overs of mechanical and electrical services to existing buildings shall be scheduled and coordinated in advance with the A/E and done at a time convenient to the Board of Education so as not to unreasonably interfere with its operations.

1.32 Control Wiring: The Prime Contractor who furnishes and installs mechanical equipment, including but not limited to heating, ventilating, and air conditioning systems; ATC systems; boilers, remote monitoring systems; and so forth, which systems require electrical control wiring, shall include the cost of all such control wiring and its installation in his proposal.

Control wiring must connect to a point of electrical power supply as shown in the contract documents. (Power wiring and supply shall be provided by the Electrical Contractor.)

1.33 Openings, Channels, Cutting and Patching: Refer to Specification Section 011200 – Special Provisions.

1.34 Grade Lines and Levels: The General Construction Contractor shall be responsible for locating and laying out the building and all its parts on the site, in strict accordance with the contract documents, and shall accurately establish and maintain dimensional control. He shall employ and pay for the services of a competent and licensed New York Engineer or Land Surveyor (who shall be approved by the A/E to perform all layout work, and to test the levels of elevations, footing base plates, columns, walls and floor and roof lines, and furnished the A/E as work progresses, certificates that each of such levels is as required by the contract drawings. The plumb lines of walls, etc. shall be tested and certified by the surveyor as the work progresses.

The Engineer or Surveyor, in his layout work, both on the site and within the building shall establish all points, lines, elevations, grades, and bench marks for proper control and execution of the work. He shall establish a single permanent bench mark as directed to which all three coordinates of dimensional control shall be referred. He shall verify all contract-furnished topographical and utility survey data and all points, lines, elevations, grades, and bench marks; should any discrepancies be found between information given on contract drawings and the actual site or field conditions, the General Contractor shall notify the A/E of such discrepancy, and shall not proceed with any work affected until receipt of written instructions from the A/E.

1.34.1 The General Construction Contractor will employ a Land Surveyor, registered in the State of New York and acceptable to Architect, to perform survey work of this section. Submit evidence of Surveyor's errors.

1.35 Regulatory Requirements: All general construction, plumbing, heating, and electrical work is to be done in accordance with the New York State Building Code. No work requiring inspections and approvals of construction code officials is to be covered or enclosed prior to inspection and approval by appropriate code enforcement officials.

Prior the start of any crane equipment operations, each contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (FAA). The sequence of operations, timing and methods of conducting the work shall be approved by the FAA to the extent that it relates to their jurisdiction.

1.36 Construction Progress Schedule: The contract shall be completed within the specified number of calendar days from the date a Notice to Proceed is issued.

Single Prime Project:

The Prime Contractor shall be responsible for preparing and furnishing to the Construction Manager/Architect for his approval, which must be approved, before submission of the first monthly estimate for payment, a Progress Schedule. The schedule shall be in the form of an arrow network diagram, bar chart, or other graphic Progress Schedule in sufficient detail to satisfy the Construction Manager.

1.37 Temporary Construction Facilities: Each prime contractor will provide, on site, and maintain during the project construction, a suitable weather-tight insulated field office conveniently located for reception and continuous use and shall maintain therein a complete set of Contract Documents including plans, specifications, CPM network diagrams, change orders, logs, and other details and correspondence. The field office shall contain approved and safe heating facilities and lighting, convenience outlets, fire extinguisher, minimum of two operating windows of 15 SF each, outside door, handle, hasp, and padlock. The field office may be removed upon enclosure of the building at a time directed by the contractor; contents and operations will be transferred to the interior of the project building

by the general contractor and said offices shall be maintained by the general contractor until final acceptance of the project.

1.38 Temporary Water:

1. The Plumbing Contractor shall provide, protect and maintain an adequately controlled (valve) water supply to a convenient location for the use of all Contractors on the project during the period of construction, either by means of the permanent water supply line, or by the installation of a temporary water supply line. The water supply line shall be made available within fifteen (15) days after the written request has been made to the Plumbing Contractor by any Contractor requiring this service. Copies of the request will be sent to the Architect/Construction Manager and the Owner.
2. Temporary water will be provided by the Owner at no charge to the Contractor provided and to the extent it may be existing and available at the site immediately prior to commencement of and during construction. It is the obligation of any Prime Contractor requiring temporary facilities to investigate and make specific arrangements with the Owner for such facilities and to include in his proposal the cost of any additional facilities he may require for proper conduct of his Work.
3. The Plumbing Contractor is responsible to protect all water lines from damage or freezing, be they permanent or temporary. Should water connections be made to an existing line, the Plumbing Contractor shall provide a positive shut off valve at his cost and expense.
4. If the Plumbing Contractor fails to carry out his responsibility in supplying of the water, as set forth herein, he shall be held responsible for such failure, and the Owner shall have the right to take such action as he deems proper for the protection and conduct of the Work and may deduct the cost involved in so doing from any sums due the Plumbing Contractor.

1.39 Temporary Light & Power:

1. Electrical Contractor shall extend electrical service to the building or buildings at locations approved by the Owner. Temporary electrical service shall be independent of the existing permanent service. Initial temporary service shall be three (3) phase or single phase depending upon closest availability to the project. Temporary light and power installations, wiring, and miscellaneous electrical hardware must meet the National Electric Code. This service shall be installed within fifteen (15) days after written request has been made to the Electrical Contractor by any Prime Contractor regarding such service (with copies to the Architect/Construction Manager and the Owner). When the Contract calls for three-phase permanent service, the Electrical Contractor shall install same within a reasonable time to permit use by any other prime contractors. Electrical characteristics shall be provided to meet all temporary light and power reasonably required as herein and hereafter specified or as included under Supplementary General Conditions. The Electrical Contractor shall provide the necessary distributing facilities and meter and shall pay the cost of running temporary services from the nearest utility company power pole. All costs shall be included in his bid.
2. The Electrical Contractor shall extend the service into the building and shall provide temporary receptacles and lighting as described hereinafter, and one (1) 5 H.P. 208 V, or 220 or 230 volts power outlet for each building and one separate power outlet for each Contractor for the proper conduct of this Work. Power outlets shall be fed independently of the temporary lighting system. Where service of a type other than herein mentioned is

required, the Contractor requiring same shall install and pay all costs of such special service. The size and incoming service and main distribution switch and panel shall be sized as any service by NEC requirements.

3. The Electrical Contractor shall provide double sockets at a maximum of thirty (30) feet on centers in large areas. One socket shall contain a 150 watt lamp, and the other socket shall be a grounding type to accept a receptacle plug for small single-phase loads to be used for short periods of time. The Electrical Contractor shall provide double sockets of the type described above in all individual rooms, one (1) double socket for each 500 square feet or fraction thereof of room area (for example: a room 30' by 30' is equal to 900 square feet and would require two (2) double sockets).
4. The Electrical Contractor shall provide all electrical service for operation of elevator equipment during construction, as well as for permanent installation.
5. The General Construction Contractor shall pay for cost of all electric energy used on distribution lines installed by the Electrical Contractor until the project is accepted by the Owner. The Electric Contractor shall provide and pay for all maintenance, servicing, operation and supervision of the service and distribution facilities. He shall also connect, maintain, and service any electrical equipment installed by the Mechanical Contractor which may be necessary for maintaining heat whenever heat is required in the building whether from the temporary or permanent system.
6. Any Contractor who fails to carry out his responsibility in the supplying of uninterrupted light and power or other utility as set forth herein, shall be held responsible for such failure, and the Owner shall have the right to take such action as he deems proper for the protection and conduct of the work and shall deduct the costs involved from the amount due the Contractor at fault.
7. There shall be no additional cost to the Owner or other Prime Contractors because of standby requirements due to conflict in the normal working hours of the various trades. The Electrical Contractor shall provide temporary light and power to all trades during normal working hours of such trades. Where overtime work by any Contractor necessitates standby electricians or other trades, such Contractor shall be responsible for making appropriate arrangements, financial and otherwise, for such service at no cost to the Owner.
8. The Electrical Contractor shall observe the requirements of the Federal Occupational Safety and Health Act of 1970 with regard to temporary light and power.

1.40 Temporary Heat:

1. Prior to the building being enclosed by walls and roof, if the outside temperatures shall fall below 40°F, at any time during the day or night, and heat is required for work in progress or for its protection, the respective Contractors responsible for such phase of work shall furnish, at their expense, acceptable means to provide sufficient temporary heat to maintain a temperature of not less than 45°F for that portion of the work for which they are directly responsible.
2. Heating of field office, storage spaces, concrete and masonry materials and working area heating, as required, shall be provided by the responsible Contractors.
3. As soon as the Owner determines that the building or a major unit thereof is "generally enclosed" by walls and the roof, the responsibility of supplying working area heat shall rest with the General Construction Contractor. When the outside temperature falls below

40°F at any time during the day or night, the General Construction Contractor shall furnish sufficient heat by the use and maintenance of PL gas heaters or other acceptance means to maintain a temperature of not less than 45°F within the enclosed area of the building at all times and shall remove when no longer required. The General Construction Contractor will be held responsible for providing temporary heat for damages, as a result of freeze-ups, for a period which will extend sixty (60) days beyond the date of which the Owner determines that the building is temporarily enclosed (without the use of temporary enclosures or materials except in circumstances having the prior written approval of the owner). He shall remove soot, smudges, and other deposits from walls, ceilings, and all exposed surfaces, which are the result of the use of heating equipment, including the permanent heating system, during the period of its use for supplying heat. He shall not do any finish work until the areas are properly cleaned. The general Construction Contractor shall provide or arrange, at his expense, supervision of the heating equipment at all times which obligations shall commence sixty (60) days after the acknowledged permanent enclosure of the building or buildings, as confirmed by the Owner. The General Construction Contractor shall furnish and pay for all fuel for heat required during the entire construction period.

4. The General Construction Contractor shall not assume that the permanent heating system or any part thereof will be available for furnishing of temporary heat during the period for which temporary heat is the responsibility of the General Construction Contractor. The General Construction Contractor's base bid price shall therefore include the cost of all equipment necessary for providing temporary heat as required under these specifications.
5. All heating equipment shall be NFPA approved and connected to approved flues to the atmosphere. Gas cylinders within the building shall not exceed 100 lbs. capacity, shall have interstate Commerce Commission approval and shall be fitted with a permanent cap to protect the valve when not in use. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve. Cylinders and heaters shall stand at least 6 feet apart and be connected with two (2) braid neoprene hoses that will withstand 250 PSI test pressure.
6. Storage of cylinders within the building will not be permitted at any time. Fire extinguishers shall be provided by the General Construction Contractor on each floor where heaters are used, and the areas must be adequately ventilated.
7. Contractors responsible for providing temporary heat shall train at least two (2) dependable persons to oversee temporary heat operations.
8. For the purposes of establishing the beginning of the General Construction Contractors obligation to provide temporary heat, a building, or major unit thereof, shall be considered generally enclosed when (a) the exterior walls have been erected; (b) a temporary roof or permanent roof is installed and in watertight condition; (c) temporary or permanent doors hung and window openings are closed with either permanent or temporary weather-tight enclosures (cardboard or woven materials are not to be used; however, any impervious transparent material responsibly intended for such purpose is acceptable). A major unit of buildings as referred to herein shall be: (1) an entire separate structure, or (2) a fully enclosed wing which shall have a floor area equal to at least fifty percent (50%) of the total floor area of the project.
9. When the building or a major unit, including the boiler room area, is GENERALLY enclosed as herein defined and appropriate notice has been given, it shall be the obligation of the Owner, or his authorized representative, to so acknowledge at a job conference at the site. The minutes of said meeting shall contain acknowledgment. If the Architect/Engineer and the Owner concur that the building or major unit is properly

GENERALLY enclosed, then at the date of the job conference at which notice was given, the supply of heat (INCLUDING COST OF FUEL) and the payment of cost of repair of damage created by freeze-up shall become the responsibility and obligation of the General Construction Contractor. Confirmation of the time that such responsibility and obligation becomes effective shall be incorporated in the minutes of the job conferences, as prepared by the Architect/Engineer. Copies of the minutes shall be sent to all Contractors engaged in the project, who shall give due attention to their obligations in this connection.

10. The General Construction Contractor shall continue to provide acceptable means of heat until the building is completed and the water systems have been drained down. The fuel shall be paid for by the General Construction Contractor regardless of who provides and maintains the heat of equipment.
11. The Owner reserves the right to permit the substitution of limited temporary enclosures in lieu of permanent construction for the attainment of a permanently tight building if such action is deemed by the Owner to be in the best interest of the project.

This action will not be such as to create future jeopardy to the environmental integrity of the building as construction proceeds.

1.41 Reserved.

1.42 Temporary Toilet Facilities: The General Construction Contractor shall provide and pay for suitable temporary toilets, at an approved location on the site, prior to the start of any field work. They shall comply with State and Local laws. The General Construction Contractor will be responsible for maintenance, removal and relocation as described hereinafter.

Toilets shall be of the portable, chemical type, mounted on skids, with screened enclosures with doors, each having a urinal and water closet.

Each unit shall be serviced at least twice a week, including removal of waste material, sterilizing, recharging tank, refilling tissue holders, and thorough cleaning and scrubbing of entire interior which shall be maintained in a neat and clean condition.

Relocate facilities inside building and connect to water and sewer as soon as work will allow.

When toilets are connected to water and sewer lines, take precautions to preventing freezing.

Remove units from the site at completion of work when directed.

Workmen are NOT to use the finished bathroom and toilet facilities in the project buildings (reasonable steps must be taken by the General Construction Contractor to enforce this rule).

1.43 Temporary Enclosures: Whenever necessary, in order to maintain proper temperatures for the execution of the work, or for the protection thereof, the General Construction Contractor shall furnish and maintain temporary enclosures for all openings in exterior walls that are not enclosed with finishing materials. Temporary wood doors shall be provided at door openings.

1.44 Protection of Work and Property:

1. Safety Precautions and Programs: Each prime contractor shall be responsible, in cooperation and in coordination with the General Contractor, for initiating, maintaining, and supervising all safety precautions and programs in connection with the prime contractor's work. He shall designate a responsible member of his 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 Construction Manager.
2. Safety of Persons and Property: Each prime contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a. Every employee on the work and all other persons who may be affected thereby;
 - b. All the work and all the materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the contractor or any of his subcontractors, or lower tier subcontractors; and
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The contractor shall give all notices in writing, and comply with all applicable laws, ordinances, rules, regulations, lawful orders and implementing guidance of any governmental entity, agency, or public authority bearing on the health or safety of persons or property or their protection from damage, injury or loss.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including rails, night-lights, the posting of danger signs, and other warnings against hazards, promulgating safety regulations, notifying owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons or property.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution for the work, the contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

No contractor shall load or permit any part of the work to be loaded so as to create a safety hazard.

The contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the contractor, any of his subcontractors, sub-subcontractors, suppliers, or anyone directly employed or engaged by any of them, or by anyone whose acts any of them may be liable and for which the contractor is responsible. The foregoing obligations of the contractor are in addition to his obligations as stated elsewhere herein.

1.44.1 The Owner may maintain security for their sole benefit. It is the responsibility of the Contractor to provide security and or protection of their work until the Owner accepts such work.

1.44.2 The Contractor is responsible for the furnishing, installation, maintenance and removal of safety, fall and opening protection, etc., associated with their work. The Contractor shall furnish, install, maintain and remove all perimeter protection cable in full compliance with OSHA standards at all elevated areas, including the roof level.

1.44.3 The Contractor is responsible for the removal and immediate replacement, at the conclusion of their work, of all temporary protection measures as required in order to facilitate their work. No fall or opening protection shall be removed until the progress of the permanent work is installed in a manner that results in no hazard to any party.

1.44.4 The installation of all barricades, enclosure, temporary partitions and other protective measures shall be performed in full compliance with the requirements of the New York State Department of Labor, OSHA regulations and all other applicable Federal, State and Local laws.

1.45 Emergencies: In any emergency affecting the safety of persons or property, the contractor shall act with diligence, at his discretion, to prevent threatening injury, damage, or loss. In such case, he shall immediately notify the Board of Education and Construction Manager of the action taken and shall forthwith prepare and submit a detailed and documented report to the Board of Education and Construction Manager.

Wherever the contractor has taken no action but has notified the Board of Education and the Construction Manager or wherever the Board of Education and Construction Manager has otherwise been made aware of any emergency threatening injury to persons, or loss or damage to the work, or to adjacent property, the contractor shall act only as instructed or authorized by the Board of Education or Construction Manager.

1.46 Temporary Drives, Walks, and Parking Areas: The General Construction Contractor shall be responsible for keeping all roadways, drives, and parking areas within or proximate to the site free and clear of debris, gravel, mud, or any other site materials by insuring that all measures reasonably necessary are taken to prevent such materials from being deposited on such surfaces including, as may be appropriate, the cleaning of vehicle wheels, etc. prior to their leaving the construction site. Should such surface require cleaning, the General Construction Contractor will clean these surfaces without additional cost to the Board of Education. The General Construction Contractor will be held accountable for any citations, fines, or penalties imposed for failure to comply with local rules and regulations.

Should the General Construction Contractor elect to commence construction of permanent driveways, parking areas, or walks, other than general grading of temporary shop areas, he shall not do so without the approval of the A/E. He shall not do so without having prepared the subgrade, as may be elsewhere required by the Specifications, nor will he be relieved from any responsibility for providing additional materials or of reworking the subgrade prior to completion, if so required to make the improvements conform fully with the specifications.

1.47 Temporary Controls:

1. Dust Control - The General construction Contractor, at his expense, shall provide and maintain necessary temporary dustproof partitions around areas of work in any existing building or in new building areas as directed by the Construction Manager.
2. Pollution Control - All sewage disposal work shall conform with the regulations of the State of New York Department of Environmental Protection.
3. Erosion Control - Soil conservation measures are to be in accordance with the Soils Conservation District requirements.
4. Haul Routes:
 - a. The General Construction Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated Construction Access Routes either shown on the contract drawings or reasonably required so as to perform the work and shall provide and maintain all reasonable required safety devices. He shall provide the addition of material, their grading and compaction, the removal of snow and debris so as to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

- b. The General Construction Contractor shall obtain permission, in writing, from the A/E before using any existing driveway or parking areas not specifically designated for such use in the Contract Documents for construction purposes. He shall maintain such driveways and areas in good condition during the construction period, and completing of the project, shall leave them in the same condition as the start of the work. Conditions before use should be carefully photographed or documented by the Contractor.

1.48 Testing of Mechanical and Electrical Systems: When mechanical, electrical, or other equipment is installed, it shall be the responsibility of the installing Contractor to operate it for such period of time as may be required for the proper inspecting and testing of the equipment and for instructing the Board of Education's operating personnel. All tests shall be conducted in the presence of, and upon timely notice (three (3) working days) to the A/E prior to acceptance of the installation.

If the Architect/Engineer determines that any work requires special inspection, testing or approval, not otherwise required herein, he will, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give a three (3) work day notice. If such special testing or inspection reveals a failure of the work to comply with the requirements of the Contract, the Contractor shall bear all costs thereof.

1.49 Final Clean Up: In addition to those responsibilities addressed in the General Conditions, the Contractor shall:

1. Remove all debris and rubbish resulting from or relating to his work. Rubbish shall not be thrown from building openings above the ground floor unless contained within chutes;
2. Remove putty stains from glass and mirrors; wash and polish inside and outside;
3. Remove marks, undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile and equipment surfaces;
4. Remove spots, paint and soil from resilient, glazed and unglazed masonry and ceramic flooring and wall work;
5. Remove temporary floor protections, clean, wash or otherwise treat and/or polish, as directed, all finished floors;
6. Clean exterior and interior metal surfaces, including doors and window frames and hardware of oil stains, dust, dirt, paint and the like, polish where applicable and leave without fingerprints or blemishes; and
7. Restore all landscaping, roadway and walkways to preexisting condition. Damage to trees and plantings shall be repaired in the next planting season, and such shall be guaranteed for one year from date of repair and/or replanting.

1.50 Reserved:

1.51 Permits: Construction permits have been issued to the owner. The owner will forward a copy to the Contractor and Construction Manager so that they can be posted before any work can begin.

1.52 Possible Asbestos Containing Materials: There may be some areas where asbestos containing building materials may exist (i.e. floor tile, plaster walls, ceiling tile, etc.) and could possibly be disturbed during construction of this project. The contractor shall review the Asbestos Management Plan for each building before any construction starts. The Asbestos management Plan is located at the main office of each school and identifies areas where asbestos containing building materials are located. Should there be an area where asbestos containing building materials must be disturbed, the contractor shall notify the Owner immediately. Do not start work. Asbestos material disturbance will be addressed by the Owner, unless the removal is specifically included in the scope of work of this contract.

1.53 Lead Based Paint: All contractors shall be made aware that some of the walls and ceilings that are painted and are required to be disturbed may contain lead based paint. The contractor shall follow safe work practices with regard to removing any lead based paint from these areas. Please refer to Section 02831 for General Procedures required for any activities that would affect the lead based paint.

Pursuant to 40 CFR Part 745, all firms performing renovation, repair and painting projects in target housing must be certified with the EPA to conduct lead-based paint activities and/or renovations prior to disturbing any areas where lead-based paint has been identified, or where the painted surface(s) has not already been determined to be lead free by an EPA-certified lead inspector/risk assessor.

1.54 Use and/or Storage of "Hazardous Substances": The contractor is to notify the owner of any "Hazardous Substances" to be used/stored on site during construction at the Pre-Construction Meeting. This notification shall include a "Hazardous Substances Fact Sheet" as prepared by the Department of Health and Senior Services.

Should the need for the use of a hazardous substance arise during construction, the contractor is to utilize the following procedure:

1. If the school is occupied, notice is to be given to the owner of the need for a hazardous substance a minimum of two (2) weeks prior to its arrival on site. A "Hazardous Material Fact Sheet" is to be submitted at that time for each substance to be used. Also, a notice indicating the type(s) of hazardous substance(s) to be used is to be posted within the school a minimum of two (2) days prior to its arrival on site.
2. If the school is not to be occupied within 24 hours of use, notice is to be given to the owner and a notice posted within the school (as per the description above) a minimum of two (2) days prior to the arrival of hazardous substances on site.

The above procedures are as per Act No. 246 of the State of New York, PL 1997, c.364.

END OF SECTION 010000

TABLE 1-1

LIQUIDATED DAMAGES

MAMARONECK UNION FREE SCHOOL DISTRICT

| Contract No's. | Description | Contract Start Date | Construction Start Date | Construction Completion Date | Liquidated Damages \$/Calendar Day |
|-------------------|---|------------------------|----------------------------|---------------------------------|---|
| #87a-d | Pool Locker Room Renovations at Hommocks Middle School | Notice to Proceed | February 1, 2025 | May 20, 2025 | \$1,000.00 |

SECTION 010101 – MULTIPLE CONTRACT SUMMARY

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. This summary is provided as a reference for the bidders. However, such summary shall not relieve the bidder of its obligation to review the contract documents for a complete picture of the work and the requirements that must be adhered to in the performance of the work.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Pool Locker Room Renovations at Hommocks Middle School
 - 1. Project Location: 130 Hommocks Rd., Larchmont, NY 10538
 - 2. Owner: Mamaroneck Union Free School District.
- B. Architect Identification: The Contract Documents, dated September 15, 2023, were prepared for Project by LAN Associates, 252 Main Street, Goshen, NY 10924
- C. The Work consists of the construction of various improvements at the Hommocks Middle School.
 - 1. The Work includes, but is not limited to, architectural, structural, masonry, interior walls, floor and ceiling finishes, door, mechanical, electrical, and plumbing work as shown in the Contract Documents.
 - 2. All materials, assemblies, forms and methods of construction and service equipment shall comply with the requirements of the latest edition of the New York State Building Code.

1.03 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials, and equipment;
 - 2. Tools, construction equipment, and machinery;
 - 3. City water, heat, utilities, etc. required for construction;
 - 4. Other facilities and services necessary for proper execution and completion of work.
- B. Secure and pay for, as necessary, proper execution and completion of work, and as applicable, at time of receipt of bids:
 - 1. Permits;
 - 2. Government Fees;
 - 3. Licenses;
 - 4. Inspections of all work.
- C. Give required notices to all governmental agencies and utilities;
- D. Comply with laws, codes, ordinances, regulations, rules, orders, and other legal requirements of any governmental entity, agency, or public authorities which bear on the performance of work.

E. Promptly submit written notice to Architect/Engineer of observed variance of Contract Documents from legal requirements:

1. This observation should be presented prior to award of contract.
2. Appropriate modification to Contract Documents will adjust necessary changes;
3. Assume responsibility for work known to be contrary to such requirements when above notice has not been given.

F. Owner is exempt from sales tax:

1. Obtain sales tax exemption certificate from Owner;
2. Put exemption certificate number on invoices for material incorporated in work;
3. Upon completion of work, file with Owner notarized statement that all purchase made under exemption certificate were entitled to be exempt;
4. Pay legally assessed penalties for improper use of exemption certificate number.

1.04 DRAWINGS INCLUDED IN CONTRACT DOCUMENTS

A. Refer to List of Drawings located on Title Sheet of the Drawings.

1.05 CONTRACTS

A. The owner will award the following Construction Contracts for the Project in order to complete all work as indicated and specified:

- Contract 87a - General Construction Contract
- Contract 87b - Mechanical Contract
- Contract 87c - Plumbing Contract
- Contract 87d - Electrical Contract

B. In each case, the Contractor agrees to accept the site, as it exists and to remove any encumbrances, which interfere with proper fulfillment of the Work, without change in the Contract Sum.

C. Accommodate the Owner's intention to continue occupancy in the existing building, including site and to conduct normal school operations during the time of construction of the work.

1. Cooperate with the Owner's personnel in maintaining and facilitating access to the school building and its facilities by school personnel, school staff, and the public, while construction is still in progress.
2. Emergency access at driveways and building entrances: Keep driveways and entrances serving the occupied school building clear and available to the Owner, the Owner's employees and the public, and to emergency vehicles at all times. Do not obstruct access to these areas or use such areas for parking, construction equipment or storage of materials.
3. Schedule construction operations so as to minimize conflicts with and interruptions to daily school function. Coordinate necessary interruptions with Owner's personnel.
4. The existing building must remain operational at all times, therefore the Contractors are responsible to maintain all systems such as but not limited to fire alarm, clocks, public address system, electric, gas services, heat, etc.

D. The Contractor shall cooperate with separate Contractors for any separate Contracts that the Owner may award. This includes other prime contracts of this project as well as any other contracts the owner awards that may be occurring simultaneous to this project.

1.06 MULTIPLE PRIME CONTRACTS

- A. The Project will be constructed under a multiple prime-contracting agreement. Prime Contracts are separate contracts between the Owner and separate contractors, representing significant construction activities. Each prime contract is performed concurrently with and closely coordinated with construction activities performed on the Project under other prime contracts. Prime Contracts for this Project include:
- Contract 87a - General Construction Contract
 - Contract 87b - Mechanical Contract
 - Contract 87c - Plumbing Contract
 - Contract 87d - Electrical Contract
- B. Contract Documents indicate the work of each prime Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessary limited to, the following:
1. Phasing
 2. Existing site conditions
 3. Alternates
 4. Allowances
 5. Miscellaneous steel as required to be done by **Contact 87a – General Construction (GC).**
 6. GC is responsible for reviewing MEP drawings to quantify lintels and other openings requiring miscellaneous steel support. The work also includes the removal of any and all materials in order to install the steel as well as to create the clear opening required.
 7. Mechanical Contract, Plumbing Contract & Electrical Contract will be responsible to mark-out all locations for the GC.
 8. Firestopping
 9. Final Cleanup (All Contracts are responsible for their final cleanup.)

1.07 CONTRACT 87a – GENERAL CONSTRUCTION

- A. **Contract 87a -General Construction** includes Architectural, civil, Structural, plus other construction operations traditionally recognized as General Construction. General Construction Contractor is responsible to coordinate all primes tasks. It also includes administrative and coordination responsibilities. Work under this prime Contract includes, but is not limited to, the following:

DIVISION 00 & 01 GENERAL REQUIREMENTS
All of Division 00 & 01

DIVISION 2 – EXISTING CONDITIONS

DIVISION 3 – CONCRETE

DIVISION 4 – MASONRY

DIVISION 5 – METALS

DIVISION 6 – WOOD AND PLASTICS

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

DIVISION 8 – OPENINGS

DIVISION 9 – FINISHES

DIVISION 10 – SPECIALTIES

DIVISION 11 – EQUIPMENT

DIVISION 12 – FURNISHINGS

DIVISION 31 – EARTHWORK

DIVISION 32 – EXTERIOR IMPROVEMENTS

DIVISION 33 – UTILITIES

B. The following additional requirements and responsibilities for the **Contract 87a - General Construction** include, but not limited to the following:

1. Temporary site protection and fencing.
2. All blocking and in walls for use by other trades. Other trades shall identify the locations of required blocking.
3. Blocking where necessary for installation of work under the contract for general construction.
4. Furnish and install all slotted grilles adjacent to convection radiation, including in walls and casework.
5. Winter Conditions: Snow plowing/shoveling all building areas exposed to weather, including access to the staging areas.
6. Steel stud framing for all walls, interior and exterior.
7. CMU bearing walls.
8. Interior finishes including but not limited to flooring, gypsum board, ceilings, tile, etc.
9. Furnish all dumpsters for building construction, for use by all trades and ensure proper disposal of all materials.
10. Install access panels/doors supplied by other trades.
11. Floor leveling in new construction.
12. Dewatering facilities and drains.
13. Fire Protection specialties including fire extinguishers and cases.
14. Install sleeves and other materials provided by other Contracts. Coordinate location of material installation with other Contractors.
15. Protection of work after installation.
16. Fire and smoke stopping/sealing.
17. Interior floor, wall and ceiling expansion joints as per the contract documents.
18. Framing for all soffits, interior and exterior.
19. All Interior architectural woodwork.
20. Foundation drains installation and tie into storm system.
21. Damp proofing and drainage board at foundations.
22. All louvers, casework and interior millwork.
23. Removal and disposal of fill in a legal manner.
24. Sidewalks, curbs, concrete pads and pavers.
25. Site excavation, bedding/concrete encasement and backfill by GC.
26. Housekeeping pads.
27. Construction of sidewalk sheds/bridges.
28. Temporary Heat: as required to execute Exterior Masonry work, Interior work and Interior finishes, as noted in Section 01 50 00 Temporary Facilities and Controls.

29. Each contractor, prior to being awarded the contract shall prepare and submit a Preliminary Master Project Schedule for their Work. Within (3) weeks of NTP all Prime Contractors will provide a coordinated Draft master schedule.

1.08 CONTRACT 87b – MECHANICAL

- A. **Contract 87b – Mechanical** includes heating, ventilation, and air conditioning system and the temperature control system. Work under this prime Contract includes, but is not limited to, the following:

DIVISION 00 & 01 - GENERAL REQUIREMENTS

DIVISION 2 - EXISTING CONDITIONS

DIVISION 3 – CONCRETE

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

DIVISION 8 – OPENINGS

DIVISION 11 – EQUIPMENT

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

- B. The following additional requirements and responsibilities for the **Contract 87b - Mechanical** include, but not limited to, the following:

1. Removal and proper disposal of all debris.
2. Supply access panels/doors to be installed in walls, floors or ceilings to General Contractor for General Construction-Contract 87a to install.
3. Provide all excavation and backfill for trenches inside building walls associated with their work.
4. Provide starters to Electrical Contractor, installation to be by Electrical Contractor-Contract 87d.
5. Protection of work after installation.
6. Mechanical connections to equipment furnished by any other Contract.
7. Coordination Drawings, coordinate with Plumbing Contract and Electrical Contract.
8. Low voltage wiring for HVAC systems.
9. Trades shall identify the locations of required blocking for installation by General Contractor-Contract 87a.
10. Firestopping and sealing.
11. Temporarily remove, carefully store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
12. Each contractor, prior to being awarded the contract shall prepare and submit a Preliminary Master Project Schedule for their Work. Within (3) weeks of NTP all Prime Contractors will provide a coordinated Draft master schedule.

1.09 CONTRACT 87c – PLUMBING

- A. **Contract 87c – Plumbing** includes plumbing equipment, accessories and piping systems. Work under this prime Contract includes, but is not limited to, the following:

DIVISION 00 & 01 - GENERAL REQUIREMENTS

DIVISION 2 - EXISTING CONDITIONS

DIVISION 3 – CONCRETE

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

DIVISION 8 – OPENINGS

DIVISION 11 – EQUIPMENT

DIVISION 22 – PLUMBING

B. The following additional requirements for the **Contract 87c - Plumbing** include, but not limited to, the following:

1. The Plumbing contractor shall furnish, install and connect all plumbing supply, sanitary, and storm lines inside the building and to 5' (five feet) beyond the exterior building wall.
2. Removal and proper disposal of all debris.
3. Provide all excavation and backfill for trenches inside building walls associated with their work.
4. Supply access panels/doors to be installed in walls, floors or ceilings to General Contractor for General Construction-Contract 87a to install.
5. Provide starters to Electrical Contractor-Contract 87d, installation to be by Electrical Contractor.
6. Protection of work after installation.
7. Plumbing connection to equipment furnished by any other Contract.
8. Temporary Water: Provide temporary water service as noted in Section 01 50 00 Temporary Facilities and Controls.
9. Install fixtures waste, vent, gas, water and other items for equipment provided by other Contracts.
10. Trades shall identify the locations of required blocking for installation by General Contractor-Contract 87a.
11. Firestopping.
12. Temporarily remove, carefully store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
13. Each contractor, prior to being awarded the contract shall prepare and submit a Preliminary Master Project Schedule for their Work. Within (3) weeks of NTP all Prime Contractors will provide a coordinated Draft master schedule.

1.10 CONTRACT 87d – ELECTRICAL

A. **Contract 87d- Electrical** includes electric power distribution, lighting, data and telecommunication systems. Work under this prime Contract includes, but is not limited to, the following:

DIVISION 00 & 01 - GENERAL REQUIREMENTS

DIVISION 2 - EXISTING CONDITIONS

DIVISION 3 – CONCRETE

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

DIVISION 8 – OPENINGS

DIVISION 11 – EQUIPMENT

DIVISION 26 – ELECTRICAL

DIVISION 27 – COMMUNICATIONS

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

- B. The following additional requirements for the **Contract 87d - Electrical** include, but not limited to, the following:
1. Removal and proper disposal of all debris.
 2. Supply access panels/doors to be installed in walls, floors or ceilings to Contractor for General Construction-Contract 87a to install.
 3. Provide all excavation and backfill for trenches inside building walls associated with their work.
 4. Install starters supplied by other trades.
 5. Protection of work after installation.
 6. Electrical connections to equipment supplied by other Contracts.
 7. Electrical Contractor will be responsible for all site electrical excavation and backfilling, exclusive of the installation of the new electrical Manhole Structure and Duct Bank.
 8. Site lighting and main electric power.
 9. Remove and legally dispose of existing PCB containing lighting fixtures, bulbs and ballast.
 10. Temporary Electric: Provide Temporary Electrical service and lighting for the project as noted in Section 01 50 00 Temporary Facilities and Controls.
 11. Electrical Contract will remove wiring to light fixtures, drop fixtures to floor and dispose of.
 12. Trades shall identify the locations of required blocking for installation by General Contractor-Contract 87a.
 13. Firestopping and sealing.
 14. Temporarily remove, carefully store and reinstall existing hung ceiling panel assembly as required to access areas of work within plenum.
 15. Each contractor, prior to being awarded the contract shall prepare and submit a Preliminary Master Project Schedule for their Work. Within (3) weeks of NTP all Prime Contractors will provide a coordinated Draft master schedule.

1.11 MISCELLANEOUS

- A. Definition of extent of Prime Contract work: The Contract Documents indicate the extent of each prime contract. Except where the Contract Documents contain a more Specific description, general names and terminology on the Drawings and in the Specification Sections determine which prime contract includes a specific element of the Project.
- B. 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.
- C. If it becomes necessary to refer to the contract documents to determine which prime Contract includes a specific element of required work, begin by referring to the prime Contracts, themselves; then, if a determination cannot be made from the prime Contracts, refer, in the following order, this section of the Specifications, followed by the other Division-1 sections and finally with the Drawings and other Sections of the Specifications.
- D. If, after referring to the contract documents, it cannot be clearly determined which prime Contractor will perform a specific item of required work, then that item of work will be included as a part of the prime Contract for General Construction Work.

- E. Summary of Reference: Work of the prime Contracts can be summarized by reference to the prime contracts, General Conditions, and Instructions to Modifications to the Contract Document issued subsequent to the initial printing of the Project Manual and referenced by any of these. It is recognized that the work of the prime Contracts is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

1.12 TEMPORARY SERVICE

- A. Temporary service shall be provided as follows:
1. Temporary power and lighting for building and site by the Electrical Contractor 87d. Electric consumption to be paid by Owner. Temporary electrical service to be available 24hours/day, 7days/week at no additional cost to the owner.
 2. Temporary Heat by the General Construction Contractor 87a - including temporary enclosures at all openings to maintain heat and provide heat for all Trades for temperature sensitive work, activities and material installations and storage, this includes but not limited to cold weather protection for masonry and concrete construction activities. Assume the building is not closed in; shrink wrap may be required Duration to be from 10/15 to 4/15 for the duration of the project. Refer to Temporary Facilities and Controls 01 50 00 for additional information.
 3. Temporary sidewalk sheds/bridges by Contractor for **General Construction-Contract No. 87a.**
 4. Temporary sanitary facilities by Contract 87a - General Construction.
 5. Temporary water by Contract 87c - Plumbing Contract
 6. Snow plowing/shoveling all building areas exposed to weather, inclusive of the Staging Area, temporary parking areas and access to the Owners Trailer/Field Office by Contract 87a - General Construction.
 7. Project identification and safety signs by Contract 87a - General Construction.
 8. Each Contract is responsible for their temporary offices, storage trailers, electric hook-up and phone service.

1.13 WORK SCHEDULES

- A. All work: done in accordance with a predetermined detailed Work Schedule agreed upon by Owner and Contractors. Each Prime Contractor, prior to being awarded the contract shall prepare and submit a Preliminary Master Project Schedule for their Work. Within (3) weeks of NTP all Prime Contractors will provide a coordinated Draft master schedule. Each Prime's Project Schedule are to reflect all requirements for submittals, material and equipment procurement, material stockpiling, setting up Contractor's staging area and surveying of existing conditions. These Schedules, reflecting the critical milestone dates established by the attached 'Bid Schedule', are to be coordinated and shall be inclusive of other Prime Contractor's activity. The "Final" agreed upon overall schedule of work shall be developed and maintained by the Prime Contractor for General Construction in conjunction with the Construction Manager utilizing each Prime Contractor's Preliminary and updated Schedule(s). Specific relationships between Contractors, sequencing of activities, phasing, and critical "ties" of coordinated Work must be detailed on the Project Schedule.
1. Work Schedule shall be computer generated, in CPM format and in an additional format as approved by the Architect and Owner. Work Schedule shall be revised monthly

during the Course of the Work. The latest revised Work Schedule shall be submitted each month with the Application for Payment.

- B. Contract 87a - General Contractor shall coordinate work with the Owner, other Contractors at the site, and all of its subcontractors.
- C. Locations of trailers, storage areas, parking areas, and staging areas shall be coordinated with the Owner, Construction Manager and Architect.
- D. It will be the responsibility of the Contractor to carefully interface all construction operations until they reach their final completion, and so the Owner's programs and services can be carried on without interruptions so that a smooth flow of all operations by all involved trades will be achieved within the allotted time.

1.14 ACCESS TO THE SITE

- A. 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. 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.

1.15 CODES APPLICABLE

- A. Construction will be governed by: New York State Uniform Fire Prevention and Building Code, current applicable edition, and its referenced codes and standards. State Education Department Manual for Planning Standards.

1.16 PREPARATION OF SITE

- A. Site drawings indicate existing grade elevations, final grade elevations, and locations of work on the property.
- B. Contractor agrees to accept site as indicated and to remove Encumbrances, which interfere with proper fulfillment of his work without change in Contract Sum.
- C. All Work as noted inside or outside of Contract Limit Lines shall be performed by Contractor as part of Contract Work.

1.17 CONTRACTOR'S USE OF PREMISES

- A. Confirm Operations at the Site to Areas and Methods Permitted by:
 - 1. Laws.
 - 2. Ordinances.
 - 3. Permits.
 - 4. Contract Documents.
 - 5. Owner's regulations.
- B. General: It is the Owner's intention to continue occupancy in the existing building, including site and to conduct normal school operations during the time of construction. The Contractor's use of the premises is limited by the Owners use of the building and by the Owners right to perform construction operations with its own forces or to employ separate contractors on portions of the project.
- C. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- D. Do not unreasonably encumber site with materials or equipment.

- E. Do not load structure(s) with weight that will endanger structure.
- F. Each Subcontractor is responsible for the protection and safekeeping of his materials, products and equipment stored on the premises of incorporated into the construction, until his contract is complete and accepted by the Owner.
- G. Site Access: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. 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.
- H. The Contractor shall move any stored materials, products or equipment which interfere with operations of Owner or others, at the Contractor's/Subcontractor's cost.
- I. Special Owner Requirements:
 - 1. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 2. All activities required on the site for completion of the work shall be accomplished within the Contract limit lines as indicated on the Drawings.

1.18 LINE AND LEVELS

- A. Drawings indicate location of the Work.
- B. Contractor shall layout all Work prior to construction and will be held responsible for its accuracy. Layout approval by Owner and Architect is required prior to construction.
- C. Owner shall establish a "Datum" or "Bench Mark" at convenient locations, which will remain throughout Work, for convenience and constant reference for use of all Contractors.
- D. Each Contractor is responsible for their own survey(s) and layout.

1.19 TIME FOR COMPLETION

- A. It shall be understood and mutually agreed that the time for Substantial Completion is an essential condition of this Contract.
- B. Contractor agrees that Work shall be prosecuted diligently and uninterruptedly at such rate as will insure Substantial Completion of all Work and Certificates of Occupancy on or before the date stated in the Contract.
- C. Its is expressly understood and agreed by Contractor and Owner that the time for Substantial Completion and Certificates of Occupancy are reasonable, taking into consideration average Climatic range, restrictions concerning use of the site, and Other conditions prevailing.
- D. Contractor shall schedule the Work accordingly.

1.20 EXAMINATION OF SURFACES TO BE COVERED

- A. Prior to application of materials included in the various Sections, the installer, the manufacturer's representative, and the Contractor shall together examine the building and surfaces upon which materials are to be supplied.
- B. The installer and the manufacturer's representative shall accept all surfaces and conditions affecting proper installation of their materials. The installer shall not proceed with the work until all conditions and surfaces not satisfactory to him.
- C. The Contractor shall do all work necessary to correct unsatisfactory conditions and surfaces not specifically included as work of the subcontractor.
- D. The subcontractor shall furnish to the Contractor for submission to the Architect 2 copies of his statement, countersigned by the manufacturer or his appointed representative that the entire installation has been made by correct techniques over properly prepared surfaces and under proper job conditions.

1.21 FIRE SAFETY REQUIREMENTS

- A. The Contractor shall conform to the following mandatory Requirements during the course of the work:
 - 1. Construction related debris shall be cleaned out of the Building at the end of each working day.
 - 2. No combustible materials shall be stored neither within the building, nor on the school grounds unless as directed.

1.22 COORDINATION DRAWINGS

- A. The Prime Contractor shall coordinate the work of all of their own Sub-Contractors, arrange space conditions to accommodate the work of all trades and prepare composite drawings as required to scale clearly the work of each trade Contractor in relation to each other.
- B. The Contractor will be held responsible to correct unsatisfactory conditions resulting from improper coordination.
- C. Prime Contractors to communicate and supply shop drawings to each other to insure proper coordination.
- D. Coordination drawings shall be submitted to the Architect for review and approval.
- E. Daily field reports are to be provided by all Prime Contractors to the Construction Manager.
- F. Scaled and figured dimensions with respect to the items are approximate only; sizes of equipment have been taken from typical equipment items of the classes indicated. Before proceeding with the work, the contractor shall carefully check all dimensions and sizes and shall assume full responsibility for the fitting in of equipment and materials to the building and to meet architectural and structural conditions.
- G. Separate plans shall also be prepared for sleeve locations and concrete pads for mechanical equipment required by all contractors for the performance of their work. These drawings shall be coordinated with the coordination drawings. When final information is received, such data shall be promptly inserted on the coordination drawings.
- H. The HVAC Contractor shall provide electronic drawing files, at a scale of 3/8" – 1'-0" showing all HVAC equipment, ductwork, and major piping, including elevations and dimensions to all fixed building elements, such as beams; columns, slabs; ceilings; including ceiling suspensions; framing; floor; walls; doors, including door swings; and windows affected by the equipment, ductwork, and piping. Show all registers, grilles, diffusers, radiators and convectors, and other terminal elements. Show location of all valves, dampers

(fire, smoke, volume, and automatic), coils, humidifiers, smoke detectors, etc. requiring access for service and maintenance. Locate all access doors. Include large-scale details and sections as required to fully delineate the conditions in congested areas, leaving space for the work of the other contractors. Show plan layout of all equipment bases, pads, and inertia blocks. Clearly label all work by HVAC Contractor.

- I. The Plumbing Contractor shall overlay on the electronic coordination drawings prepared by the HVAC Contractor which indicate all HVAC water supply, drain, waste, vent, sprinkler main and branch piping, risers and sprinkler heads and other major lines. Indicate piping elevations and locations of the fire hose cabinets, drinking fountains, etc., which encroach on duct shafts. Locate valves and other items requiring access for service and maintenance. Locate all access doors. Avoid interference with HVAC work and with building construction. Use same scale as drawing being overlaid. Clearly label all work by Plumbing Contractor.
- J. The Electrical Contractor shall overlay on the electronic coordination drawings prepared by the HVAC, Plumbing and Fire Protection Contractors all main conduit and bus runs, cable trays, light fixtures, major equipment, and switch gear and panel boards and clearances. Show all items requiring access for service and maintenance. Locate all access doors. Avoid interference with HVAC, Plumbing, and Fire Protection work and with building construction. Use same scale as drawings being overlaid. Clearly label all work by Electrical Contractor.
- K. Each Contractor shall use the signed completed coordination drawings as a working reference. Compare all shop drawings, prior to their submittal to the Construction Manager, with the coordination drawings and revise the shop drawings to fit the coordination drawing condition. If revisions to the coordination drawings are required because of shop drawings, make revisions as directed by Construction Manager and notify all affected contractors with copy of notification to Construction Manager. Maintain up-to-date record of all revisions on own coordination drawing copies; keep one copy at project site.
- L. No extra compensation will be paid to any contractor for relocating any duct, pipe, conduit, or other material installed without coordination among trades involved or among other affected contractors. Each Contractor who causes any additional work to other contractors by improperly coordinated work or work not installed in accordance with the signed coordination drawings shall reimburse the affected other contractors for the cost of the additional work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 010101

SECTION 011100 – MILESTONE SCHEDULE

PART 1 – GENERAL

1.01 MASTER SCHEDULE

The following milestone schedule serves as a basis for bidding. A Master Schedule will be developed at a general meeting of the awarded contractor within 10 days of Award the Contracts. This Master Schedule will incorporate the milestones listed below.

1.02 SUBSTANTIAL COMPLETION & MILESTONE DATES

A. Project Commencement – Date of the Notice to Proceed (NTP) or Date of Contract Approval whichever is earlier.

B. Final Close-out of all Contract

a. Final Close-out of Contract

i. Final close out of all contracts shall be within 30 days of the substantial completion dates established above. All work including, but not limited to punch lists, project closeout, testing, balancing, owner's operation, O&M manuals, as-builts, warranties, etc. shall be complete.

ii. All work required by the Construction Manager to execute final closeout of contracts after dates noted established above, if determined to be caused by contractor, shall result in payment to the Construction Manager in the form of a change order deduct to the base contract.

C. Coordination of Move-In

It is the intent of the School District to begin move-in of furnishings, fixtures and equipment prior to the dates of substantial completion as outlined above. The Contractor shall work in harmony with the School District to facilitate such move-ins for the purpose of beneficial use and occupancy.

D. School District/School Operation and Custodial Hours

During the Summer, work will be permitted between **7:00 a.m. and 4:00 p.m.** during the normal work days, Monday through Friday and Saturday as per local ordinances. However, when school is in session, work hours shall be from 3:00 p.m. to 11:00 p.m., Monday through Friday. All after hours work must comply with the allowable working hours and noise ordinance for the **Village of Mamaroneck**.

Each Prime Contractor may work Saturday & Sundays to make up for lost time (Saturday/Sunday work will be required if necessary to meet deadline) with prior approval from the Owner and after Contractor has verified allowable working hours by town ordinance. Contractors wishing to work on weekends or additional hours during the week shall pay for custodial hours related to same.

Consideration will be given to perform work DURING School Hours provided the area of work has a dedicated access route that does not interfere with the Students & Staff as well as NOT creating any noise in excess of 60dB as mandated by SED guidelines. After Hours work would also be required for any heavy construction work (i.e. piles, steel, etc.) that might pose a potential safety hazard to Students & Staff.

Due to extreme traffic congestion associated with student car and bus transportation, deliveries to any area of the project WILL NOT be allowed during school days from 8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 3:30 p.m.

This Contractor will provide in their base bid five (5) "black out days", to the construction schedule where no work can take place. These dates will be determined by the District and have been incorporated into the milestone dates indicated in the attached bid schedule.

The Contractor shall not interfere with the operation of existing essential services during all normal operating hours and periods. All work requiring temporary interruption of essential services shall be done only with the specific approval of the Construction Manager and Owner. The Contractor shall set up a schedule of work affecting existing services for approval by the Owner and the Construction Manager.

Separate access to the construction activities will have to be provided by the General Contractor, since school will be in session while part of the construction is on-going. The General Contractor will provide temporary stairs, scaffolding, doors, etc. to provide separate access for all trades to the construction areas.

1.03 SCHOOL DISTRICT HOLIDAYS

- A. Coordinate with the District for access to work during school holidays as listed below. Hours of work to be from 7:00 a.m. to 4:00 p.m.

Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans' Day
Thanksgiving
Winter Recess
Martin Luther King
Presidents' Recess
Spring Recess
Memorial Day

1.04 SCHOOL DISTRICT EVENTS

- A. Coordinate with the District for access to work during days where there are no students present (Superintendent Conference Days, etc.). Hours of work to be determined by the owner for each day.

1.05 EXAM / TESTING SCHEDULE

- A. Coordinate with the District for access to work during days when testing will take place at the schools. Hours of work to be from 3:00pm – to 11:00pm (After Hours)

1.06 DISTRICT CALENDARS

- A. 2022-2023 Calendar. See following page

END OF SECTION 011100

REVISED
MAMARONECK UNION FREE SCHOOL DISTRICT
School Calendar for 2024-2025

Give Back
 Conference
 Early Dismissal
 Closed



| AUGUST/SEPTEMBER | | | | |
|------------------|------|------|------|------|
| M | T | W | T | F |
| 8/26 | 8/27 | 8/28 | 8/29 | 8/30 |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |

| OCTOBER | | | | |
|---------------|----|----|----|----|
| M | T | W | T | F |
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

| NOVEMBER | | | | |
|---------------|----|----|----|----|
| M | T | W | T | F |
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

| DECEMBER | | | | |
|---------------|---------------|---------------|---------------|---------------|
| M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

| JANUARY | | | | |
|---------------|----|--------------|--------------|--------------|
| M | T | W | T | F |
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

AUGUST

29 Superintendent's Conf Day - no students
 30 No school

SEPTEMBER

2 Labor Day - No School
 3 First Day of School: (ALL STUDENTS)
 (Kindergarten half day only)

OCTOBER

3,4 Rosh Hashanah - no school
 14 Columbus Day

NOVEMBER

5 Superintendent's Conf Day - no students
 11 Veterans Day Observed
 27 12:00 PM Dismissal
 28,29 Thanksgiving Recess

DECEMBER

2,3 Elem. Parent Teacher Conf. 11:00 AM dismissal
 23-31 Holiday Recess

JANUARY

1-3 holiday recess
 20 Martin Luther King, Jr.
 29 Lunar New Year - no school

FEBRUARY

17-21 Winter Recess

March

10,11 Elem. Parent Teacher Conf. 11:00 AM dismissal
 21 Superintendent's Conf Day - no students

APRIL

14-18 Holiday Recess
 21 TBD: Snow/Spring Giveback Day #1

MAY

26 Memorial Day
 27 TBD: Snow/Spring Giveback Day #2

JUNE

19 Juneteenth Day Observed - no school
 24, 25, 26 11:30 Elementary Dismissal
 27 Last Day of School (elem. 9:15 AM dismissal)

| FEBRUARY | | | | |
|---------------|---------------|---------------|---------------|---------------|
| M | T | W | T | F |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

| MARCH | | | | |
|---------------|---------------|----|----|----|
| M | T | W | T | F |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

| APRIL | | | | |
|---------------|---------------|---------------|---------------|---------------|
| M | T | W | T | F |
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

| MAY | | | | |
|---------------|---------------|----|----|----|
| M | T | W | T | F |
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

| JUNE | | | | |
|------|----|----|---------------|----|
| M | T | W | T | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |



SECTION 012100 – ALLOWANCES

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. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices.
 - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has

changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES – **CONTRACT 87a - General Construction (GC)**

- A. Allowance No. 87a-1: Allowance: Include an allowance of **\$50,000** for use according to Owner's written instructions.

3.4 SCHEDULE OF ALLOWANCES – **CONTRACT 87b - Mechanical Construction (MC)**

- A. Allowance No. 87b-1: Allowance: Include an allowance of **\$50,000** for use according to Owner's written instructions.

3.5 SCHEDULE OF ALLOWANCES – **CONTRACT 87c - Plumbing Construction (PC)**

- A. Allowance No. 87c-1: Allowance: Include an allowance of **\$50,000** for use according to Owner's written instructions.

3.6 SCHEDULE OF ALLOWANCES – **CONTRACT 87d - Electrical Construction (EC)**

- A. Allowance No. 87d-1: Allowance: Include an allowance of **\$25,000** for use according to Owner's written instructions.

END OF SECTION 012100

SECTION 012300 – ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.03 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.04 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into 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 indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SCHEDULE OF ALTERNATES – **CONTRACT 87a - General Construction (GC)**

- A. **Add Alternate # 87a-1:** Provide and install new diving boards and starting blocks per drawings A1.03 and A2.02.
- B. **Add Alternate # 87a-2:** Replace epoxy floor coating on pool deck and replace deck tile depth indicators. Remove and reinstall deck mounted equipment per drawings A1.03 and A2.02.
- C. **Add Alternate # 87a-3:** Re-grout existing 1"x1" mosaic tile in pool (pool floor, walls, and lane lines) per drawings A1.03 and A2.02.
- D. **Add Alternate # 87a-4:** Replace fixed and operable skylights per drawings A1.04 and A2.03.
- E. **Add Alternate # 87a-5:** Replace four (4) doors from pool into locker rooms per drawings A1.03 and A2.02. Base bid to paint existing doors and frames.

3.02 SCHEDULE OF ALTERNATES – **CONTRACT 87b - Mechanical Construction (MC)**

- F. **Add Alternate # 87b-1:** Remove perforated fabric duct system and replace with new duct system clips and tracks per drawings M1.03 and M2.02.

END OF SECTION 012300

SECTION 012500 – SUBSTITUTION PROCEDURES

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.
- B. Refer to Article 6(X) of the General Conditions for requirements concerning substitutions.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements: Retain subparagraphs below to cross-reference requirements Contractor might expect to find in this Section but are specified in other Sections.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 PROCEDURES

- A. If the Contractor desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Contractor shall indicate the desired substitution in its bid, including the following:
 - 1. For which specified material or equipment the request for substitution is being made;
 - 2. What kind, type, brand, or manufacturer is sought to be substituted for the specified items;
 - 3. Written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the project manual. Such documentation shall include, but no limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant quantities of proposed substitution (e.g., performance, weight, size, durability and visual

effects), and other like information necessary for the complete evaluation of the substitution. Additionally, the Contractor shall provide material test reports from a qualified testing agency indicating and interpreting test results for compliance with the requirements indicated. All such data shall be provided to the Architect and Owner at the Contractor's sole expense. The Contractor's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner and the projects in the event that the substitution is acceptable. Additionally, the Contractor shall submit to the Architect information describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner and the Architect.

4. Coordination information, including a list of changes or modifications needed to other parts of the Work and the construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
5. Samples, where applicable or requested.
6. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
7. Detailed comparison of the difference in cost between the specified product and the proposed substitution including any and all costs associated with changes or modifications needed to other parts of the work and to construction performed by the Owner and/or separate Contractors that will be necessary to accommodate proposed substitution. In the event the substitution is acceptable, the Contractor proposing the use of the substitution shall bear all costs associated with said changes or modifications.
8. By making said requirements in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:
 - a. Represents that the representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified.
 - b. Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.
 - c. Certifies that the cost data is complete and includes all related costs under this contract, including professional services necessary and/or required for the architect and engineers to implement said substitutions and waives any and all claims for additional costs related to the substitution which subsequently became apparent.
 - d. Represents that it will coordinate the installation of the accepted substitute, making all such changes to the drawings effected by the change, including but not limited to the electrical, plumbing, site work and heating and ventilation specifications as may be required for the work to be complete in all respects.
 - e. An affidavit stating that (1) the proposed substitution conforms and meets all requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with this

proposed substitution as if originally specified by the Architect; and the proposed substitution will have no effect on the construction schedule.

9. Proposals for substitutions shall be submitted with the Contractor's Bid.
10. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

1.5 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Substitution Request Form: Use CSI Form 13.1A
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 10 days of receipt of a request for substitution. The Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.6 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.7 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than **15** days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.

- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise submitted per Article 6(X) of the General Conditions

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

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.
- B. Refer to Article 8 of the General Conditions concerning Changes in Work.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 CHANGES IN THE WORK

- A. Without invalidating the agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Contractor's work. Such additions, deletions or revisions will be authorized by field order, change order, or construction change directive.
- B. Change in work shall follow the requirements of Article 8 of the General Conditions. If there are any procedural discrepancies between the procedures listed below and those of the General Conditions, the General Conditions shall take priority.

1.4 MINOR CHANGES IN THE WORK

- A. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions." or form included in Project Manual.

1.5 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect and/or Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect and/or Construction Manager are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost

adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- c. Include costs of labor and supervision directly attributable to the change.
- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- e. Quotation Form: Use forms acceptable to Architect or Construction Manager.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a proposal by submitting a request for a change to Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect or Construction Manager.

1.6 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.7 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner, Contractor, and Construction Manager on AIA Document G701.

1.8 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect and/or Construction Manager may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative procedures for Project Coordination by the Architect and Construction Manager and the responsibilities of all Prime Contractors to contribute and cooperate with the coordination of the construction operations on the Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor and all shall be overseen by the Architect and Construction Manager.
- C. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for Administrative and Procedural Requirements for submitting Shop Drawings.
 - 2. Division 1 Section "Close-out Procedures" for coordinating Contract closeout.

1.03 COORDINATION

- A. Project Coordination: Architect/Construction Manager shall coordinate construction operations to ensure efficient and orderly installation of each part of the Work. Construction operations included in different Sections that depend on each other for proper installation, connection, and operation shall be coordinated between trades under the supervision of the Architect/Construction Manager.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- C. Architect and Construction Manager shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination.
- D. Administrative Procedures: All Prime Contractors shall work with the Architect and Construction manager to coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Startup and adjustment of systems.
 8. Project closeout activities.
- E. Conservation: All Prime Contractors shall work with the Architect and Construction manager to coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.04 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to

Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within fourteen (14) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.05 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

1.06 PROJECT MEETINGS

- A. General: Architect and Construction Manager shall schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Architect and Construction Manager shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 2. Agenda: Architect and Construction Manager shall prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Architect and Construction Manager shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned of including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: Architect and Construction Manager shall schedule a preconstruction conference before starting construction, at a time convenient to Prime Contractors, Owner, Construction Manager and Architect, but no later than seven (7) days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
- b. Phasing.
- c. Critical work sequencing and long-lead items.
- d. Designation of key personnel and their duties.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for requests for interpretations (RFIs).
- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Distribution of the Contract Documents.
- j. Submittal procedures.
- k. Use of the premises.
- l. Work restrictions.
- m. Owner's occupancy requirements.
- n. Responsibility for temporary facilities and controls.
- o. Construction waste management and recycling.
- p. Parking availability.
- q. Office, work, and storage areas.
- r. Equipment deliveries and priorities.
- s. First aid.
- t. Security.
- u. Progress cleaning.
- v. Working hours.

3. Minutes: Construction Manager will record and distribute meeting minutes.

C. Preinstallation Conferences: Architect and Construction Manager shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of 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.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

- a. The Contract Documents.
- b. Options.
- c. Related requests for interpretations (RFIs).
- d. Related Change Orders.
- e. Purchases.
- f. Deliveries.
- g. Submittals.
- h. Review of mockups.
- i. Possible conflicts.
- j. Compatibility problems.
- k. Time schedules.
- l. Manufacturer's written recommendations.
- m. Warranty requirements.
- n. Temporary facilities and controls.
- o. Space and access limitations.
- p. Regulations of authorities having jurisdiction.
- q. Testing and inspecting requirements.
- r. Installation procedures.
- s. Coordination with other work.

- t. Required performance results.
 - u. Protection of adjacent work.
 - v. Protection of construction and personnel.
- 3. Architect and Construction Manager shall record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Architect and Construction Manager shall distribute minutes of the meeting to each party present and to parties who should have been present.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Architect and Construction Manager shall conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
 - 1. Attendees: In addition to representatives of Construction Manager, and Architect, each contractor, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).

- 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Architect and Construction Manager will record and distribute to Contractor the meeting minutes.
 4. Reporting: Architect and Construction Manager shall distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Architect and Construction Manager shall revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 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 Activity: An activity on the critical path that 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. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- 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.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
 - 3. [2] paper copies.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Construction Schedule Updating Reports: Issue schedule one week before each regularly scheduled progress meeting.
- F. Daily Construction Reports: Submit to Construction Manager daily.
- G. Site Condition Reports: Submit immediately on discovery of a difference between site conditions and the Contract Documents.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial 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.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for 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 Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. 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. 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.
 5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and Contract Time.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed.
- 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 three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 30 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.

- i. Testing and commissioning.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
- 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
- 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. 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.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Contractor or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Main events of activity.
 - 4. Immediately preceding and succeeding activities.
 - 5. Early and late start dates.
 - 6. Early and late finish dates.
 - 7. Activity duration in workdays.
 - 8. Total float or slack time.
 - 9. Average size of workforce.
 - 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.

6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.4 REPORTS

- A. Daily Construction Reports: 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, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 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 Work 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. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with an 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 final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.

1.03 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.
- B. Construction Photographs: Submit two prints of each photographic view within seven days of taking photographs.
 - 1. Identification: Label each photo with:
 - a. Date photograph was taken if not date stamped by camera.
 - b. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - c. Unique sequential identifier.
 - 2. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints as a Project Record Document on a USB flash drive. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

1.04 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.05 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in filename for each image.
 - 2. Field Office Images: Maintain one set of images on USB CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- C. Preconstruction Photographs: Before commencement of demolition, take color, digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Take eight photographs to show existing conditions adjacent to property before starting the Work.
 - 2. Take twenty photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 - 3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take 12 color, digital photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of color, digital photographs and general

directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

- F. Final Completion Construction Photographs: Take eight color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will direct photographer for desired vantage points.

1. Do not include date stamp.

END OF SECTION 013233

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Refer to Section 011200 "Special Provisions" for additional procedures regarding submittals.
- C. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for submitting substitutions.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 014339 "Mockup Requirements" for preparation and submission of mockups.
 - 4. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 5. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Each Prime Contractor shall generate a complete "Submittal Log" within one calendar week of the Notice to Proceed. This log is to list all required submittals specific to your trade as detailed in the Project Manual/Specs. See enclosed form for your use. "ROJ" stands for Required on Job to assist your judgment of the time gap between submission, Architect review, fabrication/procurement and on-site need for putting the work item into place.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Upon request, the Architect will furnish Contractor digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of Architects CAD Release form.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow [7] seven days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow [7] seven days for review of each resubmittal.
- D. Options: Identify options requiring selection by Architect.
- E. Deviations: Identify deviations from the Contract Documents on submittals.
- F. Resubmittals: Make resubmittals in same form as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 ELECTRONIC SUBMITTAL PROCEDURES

A. Summary:

1. Shop drawing and product data submittals shall be transmitted to Architect in electronic (PDF) format. Submissions will be either via email or a data sharing website. The Submittal Exchange website service designed specifically for transmitting submittals between construction team members may also be used for this project (www.submittalexchange.com). If so, the costs for this service will be paid for by the School District and log in credentials will be assigned to the Prime Contractors.
2. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
3. The electronic submittal process is not intended for color samples, color charts, or physical material samples.

B. Procedures:

1. Submittal Preparation - Contractor may use any or all of the following options:
 - a. Subcontractors and Suppliers provide electronic (PDF) submittals to Contractor via the Submittal Exchange website.
 - b. Subcontractors and Suppliers provide paper submittals to General Contractor who electronically scans and converts to PDF format.
 - c. Subcontractors and Suppliers provide paper submittals to Scanning Service which electronically scans and converts to PDF format.
2. Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.
3. Architect / Engineer review comments will be made available on the Submittal Exchange website for downloading. Contractor will receive email notice of completed review.
4. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
5. Submit paper copies of reviewed submittals at project closeout for record purposes in accordance with Section 017700 – Close-out Procedures

- C. Training:
1. At Contractor's option, training is available from Submittal Exchange regarding use of website and PDF submittals. Contact Submittal Exchange at 515-393-2261.
 2. Internet Service and Equipment Requirements:
 - a. Email address and Internet access at Contractor's main office.
 - b. Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.

2.2 GENERAL SUBMITTAL PROCEDURES

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit [2] two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit [3] three sets of Samples. Architect will retain [2] two Sample sets; remainder will be returned.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least [3] three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Submit product schedule in the following format:
 - a. PDF electronic file.
- E. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Close-out Procedures."
- I. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and [3] three

paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Close-out Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action as follows:
 1. "NO EXCEPTIONS TAKEN": Submission is in full compliance with all contract documents, or indicated deviations are acceptable.
 2. "MAKE CORRECTIONS NOTED": Submission has minor corrections not significant enough to require resubmission; noted corrections must be made in final installation.
 3. "REJECTED": Submission does not meet contract requirements; resubmission of shop drawings, which meet contract requirements, is required.
 4. "AMEND AND RESUBMIT": Resubmission is required due to the nature and/or number and corrections.
- C. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Contractor is responsible for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner/Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 2. Technical Sections for specific test and inspection requirements.

1.03 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.04 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect in writing for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision in writing before proceeding.

1.05 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.

3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.06 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

- e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.07 QUALITY CONTROL

- A. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
- 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
- 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within sixty (60) days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014339 – MOCKUP REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the General Conditions of the Contract and the balance of Division #1 and specifications.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the General Conditions of the Contract and the balance of Division #1 and specifications.
- B. Specification Sections that Require a Mockup:
 - 1. 062000 – Finish Carpentry
 - 2. 066116 – Solid Surface Fabrications

1.03 SUBMITTALS

- A. Quality Control Submittals
 - 1. Mockup Plan: Copy of proposed plan.

1.04 DEFINITIONS

- A. Mockups (General): Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances.
 - 1. Mockups are not Samples.
 - 2. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- B. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
- C. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

1.05 QUALITY ASSURANCE

- A. Mockup Plan: Detailed, dimensioned plans and elevations showing mockup size, and items and materials that will be included in proposed mockup.

- B. Pre-Construction Conference: Prior to the construction of the mockup, a conference will be called by the Director's Representative at the Site for the purpose of reviewing the requirements, and intent of mockup. The conference shall be attended by the Director's Representative, Contractor, and person supervising this phase of the Work

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 INSTALLATION

- A. Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish as directed.
 - 1. Build mockups in location and of size and profile indicated or, or as directed by the Owner's Representative (Construction Manager and/or Architect).
 - 2. Notify the Owner's Representative a minimum of 5 days in advance of dates and times when mockups will be constructed and able to be inspected.
 - 3. Employ supervisory personnel to oversee mockup construction. Employ same workers that will be employed during the construction of Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Commence the Work after mockup has been inspected and approved in writing by Director's Representative.
 - 6. The mockup will establish the standard of quality of workmanship by which the Work will be judged.
 - 7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work. Failure to maintain the mockup, until directed, will be cause for rejection of the Work.
 - 8. Demolish and remove mockups when directed unless otherwise indicated.
- B. Mockup Types: Construct mockup in accordance with approved shop drawings, project manual, and Contract Drawings, using exact materials and methods approved for the Project, including required accessories.
 - 1. Integrated Exterior Mockups: Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections and supporting materials.
 - 2. Room Mockups: Construct mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable the Owner's Representative to evaluate quality of the Work.

END OF SECTION 014339

SECTION 014533 – CODE-REQUIRED SPECIAL INSPECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Code-required special inspections.
- B. Submittals.

1.02 RELATED REQUIREMENTS

- A. Section 013300 - Submittal procedures.
- B. Section 014000 - Quality Requirements.

1.03 DEFINITIONS

- A. Code or Building Code: ICC (IBC), 2015 Edition of the International Building Code with New York state supplements and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. National Institute of Standards and Technology (NIST).
- D. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
 - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.04 REFERENCE STANDARDS

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.
- B. AISC 360 - Specification for Structural Steel Buildings; 2010.
- C. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2012.
- D. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2010.
- E. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.

- F. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- G. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 1993 (Reapproved 2011).
- H. ASTM E736 - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2000 (Reapproved 2011).
- I. ASTM E2570 - Standard Test Methods for Evaluating Water-Resistive Barrier (WRB) Coatings Used under Exterior Insulation and Finish Systems (EIFS) or EIFS with Drainage; 2007.
- J. AWCI 125 - Technical Manual 12-B: Standard Practice for the Testing and Inspection of Field-Applied Thin Film Intumescent Fire-Resistance Materials; 1998.
- K. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.
- L. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.
- M. ICC (IBC) - International Building Code; 2015.

1.05 SUBMITTALS

- A. See Section 013300 - Submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Smoke Control Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit documentary evidence that agency has appropriate credentials and documented experience in fire protection engineering, mechanical engineering and HVAC air balancing.
 - 3. Submit certification that Testing Agency is acceptable to AHJ.
- D. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Architect and one to the AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.

- c. Name of Special Inspector.
- d. Date and time of special inspection.
- e. Identification of product and specifications section.
- f. Location in the Project.
- g. Type of special inspection.
- h. Date of special inspection.
- i. Results of special inspection.
- j. Conformance with Contract Documents.

1.06 SPECIAL INSPECTION AGENCY

- A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
 - 1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
 - 2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.
- B. Special inspections required by Section 1705 may not be required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. 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 special inspection agency. At completion of fabrication, the approved fabricator shall submit a certificate of compliance to the building official stating that the work was performed in accordance with the approved construction documents

3.2 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION

- A. Special inspection for structural steel shall be in accordance with the quality assurance inspection requirements of AISC 360
- B. High-Strength Bolting Installation: Verify items listed below comply with AISC 360, Section M2.5.

1. Snug tight joints; periodic.
- C. Welding:
1. Structural steel and cold formed steel deck:
 - a. Complete and Partial Joint Penetration Groove Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
 - b. Multipass Fillet Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
 - c. Single Pass Fillet Welds Less than 5/16 inch Wide: Verify compliance with AWS D1.1/D1.1M; periodic.
 - d. Plug and Slot Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
 - e. Single Pass Fillet Welds 5/16 inch or Greater: Verify compliance with AWS D1.1/D1.1M; continuous.
 2. Reinforcing Steel: Verify items listed below comply with AWS D1.4/D1.4M and ACI 318, Section 3.5.2.
 - a. Verification of weldability; periodic.
 - b. Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames as well as boundary elements of special structural walls of concrete and shear reinforcement; continuous.
 - c. Shear reinforcement; continuous.
 - d. Other reinforcing steel; periodic.
- D. Steel Frame Joint Details: Verify compliance with approved contract documents.
1. Details, bracing and stiffening; periodic.
 2. Member locations; periodic.
 3. Application of joint details at each connection; periodic.
- E. Cold formed steel trusses spanning 60 feet or more; periodic.

3.3 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

- A. Reinforcing Steel, Including Prestressing of Tendons and Placement: Verify compliance with approved contract documents and ACI 318, Sections 3.5 and 7.1 through 7.7; periodic.
- B. Reinforcing Steel Welding: Verify compliance with AWS D1.4/D1.4M and ACI 318, Section 3.5.2; periodic.
- C. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.
- D. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172/C172M, ASTM C31/C31M and ACI 318, Sections 5.6 and 5.8 and record the following, continuous:
 1. Slump.
 2. Air content.
 3. Temperature of concrete.

- E. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, Sections 5.11 through 5.13; periodic.
- F. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, Section 6.2, for the following.
- G. Formwork Shape, Location and Dimensions: Verify compliance with approved contract documents and ACI 318, Section 6.1.1; periodic.

3.4 SPECIAL INSPECTIONS FOR SOILS

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
 - 1. Design bearing capacity of material below shallow foundations; periodic.
 - 2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
 - 3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
 - 4. Subgrade, prior to placement of compacted fill; periodic.
- B. Testing: Classify and test excavated and compacted fill material; periodic.

3.5 SPECIAL INSPECTIONS FOR SPRAYED FIRE RESISTANT MATERIALS

- A. Sprayed Fire Resistant Materials, General:
 - 1. Verify compliance of sprayed-fire resistant materials with specific fire-rated assemblies shown in the approved contract documents, and with the applicable requirements of the building code.
 - 2. Perform special inspections after rough installation of electrical, mechanical, plumbing, automatic fire sprinkler and suspension systems for ceilings.
- B. Physical and visual tests: Verify compliance with fire resistance rating.
 - 1. Condition of substrates; periodic.
 - 2. Thickness of sprayed fire resistant material; periodic.
 - 3. Density of sprayed fire resistant material in pounds per cubic foot; periodic.
 - 4. Bond strength (adhesion and cohesion); periodic.
 - 5. Condition of finished application; periodic.
- C. Structural member surface conditions:
 - 1. Inspect structural member surfaces before application of sprayed fire resistant materials; periodic.
 - 2. Verify preparation of structural member surfaces complies with approved contract documents and manufacturer's written instructions; periodic.

D. Application:

1. Ensure minimum ambient temperature before and after application complies with the manufacturer's written instructions; periodic.
 2. Verify area where sprayed fire resistant material is applied is ventilated as required by the manufacturer's written instructions during and after application; periodic.
- E. Thickness: Verify that no more than 10 percent of thickness measurements taken from sprayed fire resistant material are less than thickness required by fire resistance design in approved contract documents. In no case shall the thickness of the sprayed fire resistant material be less than the minimum below.
1. Minimum Allowable Thickness: Tested according to ASTM E605, periodic.
 - a. Design thickness 1 inch or greater: Design thickness minus 1/4 inch.
 - b. Design thickness greater than 1 inch: Design thickness minus 25 percent.
 2. Floor, Roof and Wall Assemblies: Test thickness according to ASTM E605 with no less than four measurements per 1,000 square feet of sprayed area on each story of the structure or portion thereof; periodic.
 3. Structural Members: Test according to ASTM E605. Test no less than 25 percent of structural members on each story of the structure or portion thereof; periodic.
- F. Density: Verify density of sprayed fire resistant material is no less than density required by the fire resistance design in the approved contract documents.
- G. Bond Strength: Verify adhesive and cohesive bond strength of sprayed fire resistant materials is no less than 150 pounds per square foot when in-place samples of the cured material are tested according to ASTM E736 and as described below.
- 3.6 SPECIAL INSPECTIONS FOR INTUMESCENT FIRE RESISTANT COATINGS
- A. Verify intumescent fire resistant coatings comply with AWCI 117 and the fire resistance rating shown on the approved contract documents.
- 3.7 SPECIAL INSPECTIONS FOR EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)
- A. Verify water resistive barrier coating applied over sheathing complies with ASTM E2570.
- 3.8 SPECIAL INSPECTIONS FOR SMOKE CONTROL
- A. Test smoke control systems as follows:
1. Record device locations and test system for leakage after erection of ductwork but before starting construction that conceals or blocks access to system.
 2. Test and record pressure difference, flow measurements, detection function and controls after system is complete and before structure is occupied.
- 3.9 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES
- A. Special Inspection Agency shall:
1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with specified reference standards.
 3. Ascertain compliance of materials and products with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests or inspections specified.
- B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.10 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 2. Cooperate with agency and laboratory personnel; provide access to the work, to manufacturers' facilities, and to fabricators' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

Project:

Location:

Owner:

Design Professional in Responsible Charge:

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

☒ Structural ☐ Mechanical/Electrical/Plumbing
☒ Architectural ☐ Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: _____ or ☐ per attached schedule.

Prepared by:

(type or print name)

Signature

Date

Design Professional Seal

Owner's Authorization:

Building Official's Acceptance:

Signature

Date

Signature

Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- ☒ Soils and Foundations
- ☒ Cast-in-Place Concrete
- ☒ Precast Concrete
- ☒ Masonry
- ☒ Structural Steel
- ☐ Cold-Formed Steel Framing

- ☒ Spray Fire Resistant Material
- ☐ Wood Construction
- ☐ Exterior Insulation and Finish System
- ☐ Mechanical & Electrical Systems
- ☐ Architectural Systems
- ☐ Special Cases

| Special Inspection Agencies | Firm | Address, Telephone, e-mail |
|--|------|----------------------------|
| 1. Special Inspection Coordinator | | |
| 2. Inspector | | |
| 3. Inspector | | |
| 4. Testing Agency | | |
| 5. Testing Agency | | |
| 6. Other | | |

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

| Item | Agency # (Qualif.) | Scope |
|-------------------------------|-----------------------|---|
| 1. Shallow Foundations | PE/GE | <i>Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.</i> <i>Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill</i> |
| 2. Controlled Structural Fill | PE/GE | <i>Perform sieve tests (ASTM D422 & D1140) and modified Proctor tests (ASTM D1557) of each source of fill material.</i> <i>Inspect placement, lift thickness and compaction of controlled fill.</i> <i>Test density of each lift of fill by nuclear methods (ASTM D2922)</i> <i>Verify extent and slope of fill placement.</i> |
| | | |
| | | |

| Item | Agency # (Qualif.) | Scope |
|-------------------------------------|-----------------------|---|
| 1. Mix Design | ACI-CCI ICC-RCSI | Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design. |
| 2. Material Certification | | |
| 3. Reinforcement Installation | ACI-CCI ICC-RCSI | Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters |
| 4. Welding of Reinforcing | AWS-CWI | Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required. |
| 5. Anchor Rods | | Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors. |
| 6. Concrete Placement | ACI-CCI ICC-RCSI | Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated. |
| 7. Sampling and Testing of Concrete | ACI-CFTT ACI-STT | Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064). |
| 8. Curing and Protection | ACI-CCI ICC-RCSI | Inspect curing, cold weather protection and hot weather protection procedures. |
| | | |

| Item | Agency # (Qualif.) | Scope |
|---|-----------------------|--|
| 1. Plant Certification / Quality Control Procedures <input type="checkbox"/> Fabricator Exempt | ACI-CCI ICC-RCSI | Review plant operations and quality control procedures. |
| 2. Mix Design | ACI-CCI ICC-RCSI | Inspect concrete batching operations and verify compliance with approved mix design |
| 3. Material Certification | | |
| 4. Reinforcement Installation | ACI-CCI ICC-RCSI | Inspect size, spacing, position and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. |
| 5. Prestress Operations | ICC-PCSI | Inspect placement, stressing, grouting and protection of prestressing tendons |
| 6. Connections / Embedded Items | | |
| 7. Formwork Geometry | | |
| 8. Concrete Placement | ACI-CCI ICC-RCSI | Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated . |
| 9. Sampling and Testing of Concrete | ACI-CFTT ACI-STT | Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064). |
| 10. Curing and Protection | ACI-CCI ICC-RCSI | Inspect curing, cold weather protection and hot weather protection procedures. |
| 11. Erected Precast Elements | PE/SE | Inspect erection of precast concrete including member configuration, connections, welding and grouting. |

| Item | Agency # (Qualif.) | Scope |
|-----------------------------------|-----------------------|--|
| 1. Material Certification | | |
| 2. Mixing of Mortar and Grout | ICC-SMSI | <i>Inspect proportioning, mixing and retempering of mortar and grout.</i> |
| 3. Installation of Masonry | ICC-SMSI | <i>Inspect size, layout, bonding and placement of masonry units.</i> |
| 4. Mortar Joints | ICC-SMSI | <i>Inspect construction of mortar joints including tooling and filling of head joints.</i> |
| 5. Reinforcement Installation | ICC-SMSI AWS-CWI | <i>Inspect placement, positioning and lapping of reinforcing steel.</i> <i>Inspect welding of reinforcing steel.</i> |
| 6. Grouting Operations | ICC-SMSI | <i>Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.</i> |
| 7. Weather Protection | ICC-SMSI | <i>Inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.</i> |
| 8. Evaluation of Masonry Strength | ICC-SMSI | <i>Test compressive strength of mortar and grout cube samples (ASTM C780).</i> <i>Test compressive strength of masonry prisms (ASTM C1314).</i> |
| 9. Anchors and Ties | ICC-SMSI | <i>Inspect size, location, spacing and embedment of dowels, anchors and ties.</i> |
| 10. Anchors and Ties | ICC-SMSI | <i>Inspect size, location, spacing and embedment of dowels, anchors and ties.</i> |
| | | |

| Item | Agency # (Qualif.) | Scope |
|--|------------------------------|--|
| 1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt | AWS/AISC- SSI ICC-SWSI | Review shop fabrication and quality control procedures. |
| 2. Material Certification | AWS/AISC- SSI ICC-SWSI | Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes |
| 3. Open Web Steel Joists | | Inspect installation, field welding and bridging of joists. |
| 4. Bolting | AWS/AISC- SSI ICC-SWSI | Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence. Continuous inspection of bolts in slip-critical connections. |
| 5. Welding | AWS-CWI ASNT | Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds. Ultrasonic testing of all full-penetration welds. |
| 6. Structural Details | PE/SE | Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details. |
| 7. Metal Deck | AWS-CWI | Inspect welding and side-lap fastening of metal roof and floor deck. |
| | | |

Spray-Applied Fire Resistant Material

Page of

| Item | Agency # (Qualif.) | Scope |
|---|-----------------------|---|
| 1. Material Specifications | | |
| 2. Laboratory Tested Fire Resistance Design | ICC-SFSI | <i>Review UL fire resistive design for each rated beam, column, or assembly.</i> |
| 3. Schedule of Thickness | ICC-SFSI | <i>Review approved thickness schedule.</i> |
| 4. Surface Preparation | ICC-SFSI | <i>Inspect surface preparation of steel prior to application of fireproofing</i> |
| 5. Application | ICC-SFSI | <i>Inspect application of fireproofing.</i> |
| 6. Curing and Ambient Condition | ICC-SFSI | <i>Verify ambient air temperature and ventilation is suitable for application and curing of fireproofing.</i> |
| 7. Thickness | ICC-SFSI | <i>Test thickness of fireproofing (ASTM E605). Perform a set of thickness measurements for every 1,000 SF of floor and roof assemblies and on not less than 25% of rated beams and columns.</i> |
| 8. Density | ICC-SFSI | <i>Test the density of fireproofing material (ASTM E605).</i> |
| 9. Bond Strength | ICC-SFSI | <i>Test the cohesive/adhesive bond strength of fireproofing ASTM E736). Perform not less than one test for each 10,000 SF.</i> |

END OF SECTION 014533

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions of the Contract for Construction and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection of facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary of Work" for temporary facilities and controls responsibilities.
 - 2. Divisions 02 through 33 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. Use Owner's existing utilities at no additional or change in contract sum.
- B. Water Service: Contractor shall provide connection to Owner's existing water system as available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations using backflow preventer. Removal by same.
- C. Electric Power Service: Contractor shall provide power from Owner's existing system as available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Removal by same.
- D. Each Contractor and their Subcontractors shall take measures to conserve water, electric consumption and use of utilities.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, and staging areas.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 8 feet (2.4 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails. Provide dust screen along all fencing.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gauge, galvanized steel, chain-link fabric fencing; minimum 8 feet (2.4 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized steel bases for supporting posts. Provide dust screen along all fencing.
- C. Lumber and Plywood: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."
- D. Gypsum Board: Minimum 5/8 inch (12.7 mm) thick by 48 inches (1219 mm) wide by maximum available lengths; fire rated-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- F. Paint: Comply with requirements in Division 09 painting Sections.

2.2 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated units with serviceable finishes, temperature controls, and

foundations adequate for normal loading.

- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

- 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Contractor shall provide portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, Contractor shall provide temporary heat as may be required. Temporary heat shall be provided to assure that the work of all trades can continue through the winter months. This includes temporary heating equipment, fuel, fire watch, necessary labor/supervision, ventilation, temporary enclosures etc. In no case shall the temperature be less than 50 degrees F. Temporary heating plants using electric power as an energy source can be used with prior authorization by the Architect/CM/Owner/
- C. The Contractor shall submit to the owner the equipment to be used for approval prior to the commencement of work.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SHRINK-WRAPPING OF CONSTRUCTION AREAS FOR WINTER CONDITIONS

- A. In areas of work that shall be exposed during cold weather, seal the openings with shrink-wrap plastic and provide a sealed, watertight condition. Provide intermediate supports

and/or scaffolding if required due to the size of the opening. If temporary door(s) is/are required frame accordingly and then wrap around the door.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Contractor for General Construction provides temporary utilities to remove effluent lawfully.
- C. Water Service: Plumbing Contractor shall use Owner's existing water service facilities, if facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Contractor for General Construction shall provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. The location of the temporary toilets must be submitted to the owner for approval prior to the commencement of work.
- E. HEATING: Contractor for General Construction shall provide temporary heating as required by all Trades, for the execution of construction activities, for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity for both interior construction and exterior construction activities, from October 15th to April 15th which is the traditional heating season. Select equipment that will not have a harmful effect on completed installations or elements being installed.

Building Temporary Heat:
- F. Ventilation and Humidity Control: Contractor for General Construction shall provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Contractor shall use of Owner's existing electric power service, as long as equipment is maintained in a condition acceptable to Owner.
- H. Electric Power Service: Contractor shall provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Connect temporary service to Owner's existing power source, as directed by

Owner.

- I. Lighting: Contractor shall provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Paved Areas: Construct and maintain temporary paved areas adequate for construction operations. Locate temporary paved areas within construction limits indicated on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted. Installation and removal by Contractor at no additional cost to Owner.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible always.
- E. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Existing Stair Usage: Use of at least one of Owner's existing stairs will be permitted, if stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.
- I. Exiting elevator(s) are not to be used by the contractors for transporting any materials and equipment.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with Article 4 of the General Conditions for Contractor's use of site.
 2. Comply with work restrictions specified in Division 01 Section "Summary of Work."
- B. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner and Construction Manager each with one set of keys.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Covered Walkways / Sidewalk Sheds: Contractor is to provide walkways and sheds as indicated on the drawings. Structures are to be designed, stamped & signed by an actively licensed, in the State of New York, Architect or Engineer. Submit stamped and signed plans and specifications for record. System is to be erected and maintained by a New York State licensed scaffolding contractor. Electrical Contractor is to provide temporary lighting within the Sheds as per code. No exposed wires shall be accepted, all wires are to be placed within conduits. Lights shall be protected by wire cages.

- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating is needed and permanent enclosure is not complete, insulate temporary enclosures.
- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
 - 1. Construct dustproof and fire rated partitions with 5/8" type 'x' gypsum wallboard with joints taped on both sides. Paint occupied side of partition.
 - 2. Construct dustproof partitions with 1 layer of 4-mil (0.09-mm) polyethylene sheet on each side. Cover floor with 1 layer of 4-mil (0.09-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
 - 3. Sound Insulate partitions to provide noise protection to occupied areas.
 - 4. Seal joints and perimeter. Equip partitions with dustproof HM doors and frames with security locks.
 - 5. Protect air-handling equipment, heating equipment, casework and carpeting.
 - 6. Weather strip openings.
 - 7. Provide walk-off mats at each entrance through temporary partition.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- I. Temporary Protection of Existing Life Safety & Security Equipment: Install and maintain protection of existing equipment within the Areas of Work (i.e. Smoke Detectors, Strobes, etc.). This includes temporarily supporting the equipment so it remains functional.
 - 1. Smoke detectors need to remain functional – cover daily in areas of work, once work day is over uncover OR disable daily in areas of work, once work day is over re-engage. If adjacent smoke detectors outside of the work area are impacted by disabling than that option will not be allowed.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Replace damaged street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."
- D. Site Restoration: Restore all areas disturbed on the site to original condition.
 - 1. Restore grass areas.
 - 2. Replace damaged asphalt paving
 - 3. Replace damaged walkways
 - 4. Replace landscaping that has been damaged.

END OF SECTION 015000

SECTION 015110 – SED COMMISSIONER’S REGULATIONS

Commissioner’s 155.5 Regulations

Uniform Safety Standards for School Construction & Maintenance Projects:

1. “The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a Certificate of Occupancy.”
2. Indication that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and asbestos. Note, the project folder should contain a letter regarding the presence of asbestos.
3. “General Safety and security standards for construction projects.
 - a. All construction materials shall be stored in a safe and secure manner.
 - b. Fences around construction supplies or debris shall be maintained.
 - c. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - d. 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.
 - e. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.”
4. “Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust, or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - a. 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.
 - b. 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.
 - c. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.”
5. A plan detailing how exiting required by the applicable building code will be maintained is not applicable for this project.

6. A plan detailing how adequate ventilation will be maintained during construction is not applicable for this project.
7. "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."
8. "The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes."
9. "The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied."
10. "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 the building that can be completely isolated from the rest of the building with sealed noncombustible 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. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

11. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturbed 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, work site preparation, work methods, cleaning and clearance testing which are in good accordance with the HUD Guidelines.

END OF SECTION 015110

SECTION 017300 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.04 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.05 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.07 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.08 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.09 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017310 – CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 26 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.03 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Equipment supports.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Concrete/Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 3. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017310

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.02 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.03 SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three (3) copies of report. Include separate reports for demolition and construction waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

- B. Waste Reduction Calculations: Before request for Substantial Completion, submit three (3) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.04 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Waste Management Conference: Conduct conference at Project site.

1.05 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. [Include separate sections in plan for demolition and construction waste.] Indicate quantities by weight or volume but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

D. Forms: Prepare waste management plan on forms included at end of Part 3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect and Construction Manager. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 1. Distribute waste management plan to everyone concerned within five (5) days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

3.02 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until installation.
 4. Protect items from damage during transport and storage.
 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Protect items from damage during transport and storage.

3.03 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.04 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch size.
- B. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum 1-1/2-inch size.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 1. Pulverize masonry to maximum 3/4-inch size.
 2. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- F. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- H. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
 1. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- J. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 1. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- K. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- L. Plumbing Fixtures: Separate by type and size.
- M. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- N. Lighting Fixtures: Separate lamps by type and protect from breakage.
- O. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- P. Conduit: Reduce conduit to straight lengths and store by type and size.

3.05 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.
 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.
- C. Wood Materials:
1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.06 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Transport waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 – CLOSE-OUT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Refer to Article 15 of the General Conditions for additional requirements.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
 - 2. Divisions 2 through 26 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 6. Complete final cleaning requirements, including touchup painting.

7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment.
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.

- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.

1.06 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Final Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 – OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.

1.02 CLOSEOUT SUBMITTALS

- A. Per Article 15 of the General Conditions, prior to receipt of final payment from the Owner, the Contractor shall provide to the Architect the close out documentation required by the Contract Documents.
- B. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- C. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.
- D. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of

receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.01 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- C. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect.
 - 8. Name and contact information for Commissioning Authority.
 - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.02 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.

2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.03 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.04 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:

1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.

2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
 - G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
 - H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.01 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 1. Do not use original project record documents as part of operation and maintenance manuals.

- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. Per Article 15 of the General Conditions, prior to receipt of final payment from the Owner, the Contractor shall provide to the Architect the close out documentation required by the Contract Documents.
- B. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- C. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 2 through 26 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.03 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one (1) set(s) of marked-up Record Prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit one (1) set(s) of marked-up Record Prints, one (1) set(s) of Record Transparencies, and four (4) copies printed from Record Transparencies. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one copy (1) of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit five (5) copies of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
 2. Refer instances of uncertainty to Architect for resolution.
 3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
 4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.
- C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 2. Format: DWG Version, operating in Microsoft Windows operating system.
 3. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 4. Refer instances of uncertainty to Architect for resolution.
 5. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
- D. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- E. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps.

Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.

3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders and Record Drawings where applicable.

2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders and Record Drawings where applicable.

2.04 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and DPMC Representative reference during normal working hours.

END OF SECTION 017839

SECTION 019113 – GENERAL COMMISSIONING REQUIREMENTS

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. OPR and BoD documentation prepared by Owner and Architect contains requirements that apply to this Section.

1.2 SUMMARY

- A. This Section includes general requirements that apply to implementation of commissioning without regard to systems, subsystems, and equipment being commissioned.
- B. Related Sections include the following:
 - 1. Division 23 for specific requirements for commissioning HVAC systems.

1.3 DEFINITIONS

- A. BoD: Basis of Design.
- B. CxA: Commissioning Authority.
- C. OPR: Owner's Project Requirements.
- D. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.
- E. TAB: Testing, Adjusting, and Balancing.

1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the Engineer/Architect/Project Management Firm.
- B. Members Appointed by Owner:
 - 1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. In this project, Architect/Engineer/Project Management Firm will oversee the commissioning process.
 - 2. Representatives of the facility user and operation and maintenance personnel.

3. Architect and engineering design professionals.

1.5 OWNER'S RESPONSIBILITIES

- A. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities including, but not limited to, the following:
 1. Coordination meetings.
 2. Training in operation and maintenance of systems, subsystems, and equipment.
 3. Testing meetings.
 4. Demonstration of operation of systems, subsystems, and equipment.
- B. Provide utility services required for the commissioning process.
- C. Provide the BoD documents, prepared by Architect and approved by Owner, to each Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Provide utility services required for the commissioning process.
- B. Each Contractor shall assign representatives with expertise and authority to act on behalf of the Contractor and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
 1. Participate in construction-phase coordination meetings.
 2. Participate in maintenance orientation and inspection.
 3. Participate in operation and maintenance training sessions.
 4. Participate in final review at acceptance meeting.
 5. Certify that Work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.
 6. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 7. Review and approve final commissioning documentation.
- C. Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
 1. Participate in construction-phase coordination meetings.
 2. Participate in maintenance orientation and inspection.
 3. Participate in procedures meeting for testing.
 4. Participate in final review at acceptance meeting.

5. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to Architect/Engineer/Project Management Firm for incorporation into the commissioning plan. Update schedule on a weekly basis (or as agreed) throughout the construction period.
6. Provide information to the Architect/Engineer/Project Management Firm for developing construction-phase commissioning plan.
7. Participate in training sessions for Owner's operation and maintenance personnel.
8. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the Architect/Engineer/Project Management Firm, as specified in Division 1 Section "Operation and Maintenance Data."
9. Provide technicians who are familiar with the construction and operation of installed systems and who shall develop specific test procedures and participate in testing of installed systems, subsystems, and equipment.

1.7 ARCHITECT/ENGINEER/PROJECT MANAGEMENT FIRM RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Review and comment on submittals from each Contractor for compliance with the OPR, BoD, Contract Documents, and construction-phase commissioning plan. Review and comment on performance expectations of systems and equipment and interfaces between systems relating to the OPR and BoD.
- C. At the beginning of the construction phase, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals; operation and maintenance training sessions; TAB Work; and Project completion.
- D. Observe and inspect construction and report progress and deficiencies. In addition to compliance with the OPR, BoD, and Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.
- E. Prepare Project-specific test and inspection procedures and checklists.
- F. Schedule, direct, witness, and document tests, inspections, and systems startup.
- G. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
- H. Certify date of acceptance and startup for each item of equipment for start of warranty periods.
- I. Review Project Record Documents for accuracy. Request revisions from Contractor to achieve accuracy. Project Record Documents requirements are specified in Division 1 Section "Project Record Documents."
- J. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR, BoD, and Contract Documents. Operation and maintenance documentation requirements are specified in Division 1 Section "Operation and Maintenance Data."

- K. Prepare operation and maintenance training program. Operation and maintenance training is specified in Division 23.

1.8 QUALITY ASSURANCE

- A. Instructor Qualifications: Factory-authorized service representatives, experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.
- B. Test Equipment Calibration: Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

- A. Training Preparation Conference: Before operation and maintenance training, Architect/Engineer/Project Management Firm shall convene a training preparation conference to include Owner's operation and maintenance personnel, Contractor, and subcontractors. In addition to requirements specified in Division 23 perform the following:
 - 1. Review the BoD.
 - 2. Review installed systems, subsystems, and equipment.
 - 3. Review instructor qualifications.
 - 4. Review instructional methods and procedures.
 - 5. Review training module outlines and contents.
 - 6. Review course materials (including operation and maintenance manuals).
 - 7. Inspect and discuss locations and other facilities required for instruction.
 - 8. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays.
 - 9. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.
- B. Training Modules: Develop an instruction program that includes individual training modules for each system, subsystem, and equipment as specified in Division 23.

END OF SECTION 019113

SECTION 02 0800
ASBESTOS ABATEMENT PROCEDURES

PART I – GENERAL

1.01 DESCRIPTION

- A. All work under this contract shall be performed in strict accordance with the specifications and all applicable laws for asbestos removal projects. The Abatement Contractor shall furnish all labor, materials, supervision, services, insurance and equipment necessary for the complete and total removal of Asbestos-containing Materials (ACM) as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by Ossining UFSD (here-in-after the "Owner") and/or the Owners Representative(s) to support the ***Mamaroneck UFSD – Pool Locker Room Renovations at Hommocks Middle School.***
- B. Abatement Contractor shall provide for personnel air monitoring to satisfy OSHA regulation 29 CFR Parts 1926.1101(f). All work performed shall be in strict accordance with applicable provisions and regulations promulgated under New York State Department of Labor, Industrial Code 56 (ICR-56).
- C. The Abatement Contractor shall satisfy the requirements for asbestos projects issued by the New York State Department of Labor concerning licensing and certification; notification; equipment; removal and disposal procedures; engineering controls; work area preparation; decontamination and clean-up procedures; and personnel air monitoring.
- D. The Abatement Contractor shall be responsible for submittal of asbestos project notification(s) and applicable fees to EPA and NYSDOL concerning this project. Project notification(s) shall be made for the cumulative total of ACM to be removed as required by ICR-56-3.4. Work practices for each individual work area established shall be consistent with the quantity of ACM contained within that work area as defined in ICR-56-2.
- E. The scope of work under this contract shall include the following:
 - 1. All asbestos-containing materials (ACM) shall be removed in accordance with these specifications. The Abatement Contractor is responsible for field verification of estimated quantities, locations and other site conditions that may affect work.
 - 2. All fixed objects remaining within the work area(s) shall be protected as required by Title 12 NYCRR Section 56-7.10(b) and as described in these specifications.
 - 3. The containerization, labeling and disposal of all asbestos waste in accordance with applicable city, state and federal regulations and these specifications.
 - 4. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to, ceiling tiles, ceiling finishes, wall finishes and/or floor finishes, etc.
 - 5. The Abatement Contractor shall be responsible for any and all demolition required to access materials identified in scope of work and on associated drawings.
 - 6. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner(s) immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. If the Abatement Contractor removes additional

- asbestos prior to the order to proceed the additional work will not be acknowledged.
7. Permissible working hours shall be Monday through Friday 7:00 A.M. to 4:00 P.M. and/or as defined by the Owner(s) and/or Owner's Representative(s). Holidays shall be considered weekends and not included for working days. Upon written approval from the Owner, the Abatement Contractor may work past these hours. The Abatement Contractor will incur any and all costs associated for work performed beyond the defined schedule including, but not limited to: abatement activities, project/air monitoring, custodial/staffing labor, overtime, mobilizations, etc.
 8. Buildings will be turned over to the Abatement Contractor as is. At that time, all electrical services and HVAC systems in the proposed work areas will be shut down. Electricity and water supply will be maintained in the building for use by the Abatement Contractor. The Abatement Contractor is responsible for securing all power in the work area(s) and establishing all temporary GFCI hookups necessary to complete his work.
 9. The Abatement Contractor shall remove all identified Asbestos-containing Materials (ACM) to building substrate(s); in areas indicted. Subsequent to final air clearances, the substrate(s) shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.
 10. The Abatement Contractor must coordinate location of waste containers with the Facility and the Owner. Deliveries and storage of equipment must be coordinated with the Facility and the Owner.
 11. All "Large" and "Small" asbestos abatement projects, as defined by 12 NYCRR56 shall not be performed while the building is occupied. The term "building" 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 exists that do not pass through the occupied portion(s) and ventilation systems must be physically separated and sealed at the isolation barriers.

1.02 PRE-CONTRACT SUBMITTALS

Within three (3) days after bids are opened, the three (3) apparent low bidders shall be required to submit the following documentation:

A. Resume': Shall include the following:

1. Provide a list of projects of similar nature performed within the past two (2) years and include the dollar value of all projects. Provide project references to include owner, consultant, and air monitoring firms' name, contact person, address, and phone number, include location of project and date of completion.
2. Abatement Contractor license issued by New York State Department of Labor for asbestos work in accordance with ICR-56-3.
3. A list of owned equipment available to be used in the performance of the project.
4. The number of years engaged in asbestos removal.
5. An outline of the worker training courses, and medical surveillance program conducted by the Abatement Contractor.

6. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.
7. Documentation to the satisfaction of the Owner pertaining to the Abatement Contractor's financial resources available to perform the project. Such data shall include, but not be limited to, the firm's balance sheet for the last fiscal year.

B. Citations/Violations/Legal Proceedings

1. Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous asbestos abatement contracts. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.
2. Answer the question: "Has your firm or its agents been issued a Stop Work order on any project within the last two years?" If "Yes" provide details as discussed above.
3. Answer the question: "Are you now, or have you been in the past, a party to any litigation or arbitrations arising out of your performance on Asbestos Abatement Contracts?" If "Yes" provide details as discussed in 1. above.
4. Describe any liquidated damages assessed within the last two years.

C. Preliminary Schedule

1. Provide a detailed schedule including work dates, work shift times, estimate of manpower to be utilized and the start and completion date for completion of each major work area.

1.03 DOCUMENTATION

- A.** The Abatement Contractor shall be required to submit the following and receive the Consultant's approval prior to commencing work on this project:
1. Provide documentation of worker training for each person assigned to the project. Documentation shall include copies of each workers valid New York State asbestos handler certificates (for those employees who may perform asbestos removal), documentation of current respirator fit test and current OSHA required training and medical examination.
 2. The attached "Asbestos Employee Medical Examination Statement" and "Asbestos Employee Training Statement" forms shall be completed, signed and submitted for each worker assigned to the project. Records of all employee training and medical surveillance shall be maintained for at least forty (40) years. Copies of the records shall be submitted to the Consultant prior to commencement.
 3. The Abatement Contractor shall submit proof of a current, valid license issued by the New York State Department of Labor pursuant to the authority vested in the Commissioner by section 906 of the Labor Laws, and that the employees performing asbestos related work on this project are certified by the State of New York as required in Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York latest edition. Copies of all licenses shall be submitted prior to the commencement of the project.
 4. The Abatement Contractor shall submit a written respiratory protection program meeting the requirements of 29 CFR 1910.134 to the Consultant.

-
5. The name, address, social security number and NYS DOL certificate number of the person(s) who will supervise the asbestos project.
 6. The name and address of the deposit or waste disposal site or sites where the asbestos materials are to be deposited or disposed of. This site must be approved by the Owner. The manifesting procedure must also be specified.
 7. The name, address and New York State Dept. of Environmental Conservation ID Number of any transporters that are to be used to transport waste.
 8. A written Standard Operation Procedure (SOP) that is designed and implemented to maximize protection against human exposure to asbestos dust. The SOP shall take into consideration the workers, visitors, building employees, general public and environment. As a minimum the procedures must include the following:
 - a. Security for all work areas on an around-the-clock basis against unauthorized access.
 - b. Project organization chart including the phone numbers of at least two responsible persons who shall be authorized to dispatch men and equipment to the project in the event of an emergency; including weekends.
 - c. Description of protective clothing and NIOSH approved respirators to be used.
 - d. Description of all removal methods to be used, including HEPA air filtration and decontamination sequence with special emphasis on any procedure that may deviate from these specifications.
 - e. A list of manufacturers' certificates stating that all vacuums, negative air filtration equipment, respirators and air supply equipment meet OSHA and EPA requirements.
 - f. A list of all materials proposed to be furnished and used under this contract.
 - g. Emergency evacuation procedures in the event of fire, smoke or accidents such as injury from falling, heat exposure, electrical shock, etc.
 - h. The name, address and ELAP number of the New York State Department of Health Certified Analytical Testing Laboratory the Contractor proposes to use for the OSHA monitoring.
 9. A detailed plan, in triplicate, for the phasing of the project, division of work areas and location of decontamination facilities, waste containers and temporary office.
 10. Work schedule, identifying firm dates and completion for actual areas. Bar chart or critical path chart indicating phases is required.
- B. The Abatement Contractor shall post their NYS DOL contractor's license and maintain a daily log documenting the dates and time of the following items within each personal decontamination unit:
1. Meetings; purpose, attendants, discussion (brief)
 2. Sign-in and sign-out of all persons entering the work area including name, date, time, social security number, position or function and general description of daily activity.
 3. Testing of barriers and enclosure systems using smoke tubes prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have
-

been achieved.

4. Inspection of all plastic barriers, twice daily, by the asbestos supervisor.
 5. Loss of enclosure integrity; special or unusual events, barrier breaches, equipment failures, etc.
 6. Daily cleaning of enclosures.
 7. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.
- C. Documentation with confirmation signature of Consultant's representative of the following shall be provided by the Abatement Contractor at the final closeout of the project.
1. Testing of barriers and enclosure systems using smoke tubes 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.
 2. Inspection of all plastic barriers.
 3. Removal of all polyethylene barriers.
 4. Consultant's inspections prior to encapsulation.
 5. Removal of waste materials.
 6. Decontamination of equipment (list items).
 7. Consultant's final inspection/final air tests.
- D. The Abatement Contractor shall provide records of all project information, to include the following which shall be submitted upon completion of the project and prior to approval of the Abatement Contractor's payment application:
1. The location and description of the abatement project.
 2. The name, address and social security number of the person(s) who supervised the asbestos project.
 3. Certified payroll documentation Pursuant to Article 8, Section 220 of the NYS Labor Law
 4. Copies of EPA/NYS DOL Asbestos Certificates for all Workers and Supervisors employed on the Project.
 5. Copies of Medical Approval and Respirator Fit Testing for all Asbestos Workers and Supervisors employed on the Project.
 6. Copies of Abatement Contractors Daily Sign-In Sheets & Logs for persons entering and leaving the work area. – Title 12 NYCRR Part 56-7.3.
 7. Copies of Abatement Contractor's personal air sampling laboratory results.
 8. The amounts and type of asbestos materials that was removed, enclosed, encapsulated, or

disturbed.

9. The name and address of the deposit or waste disposal site or sites where the asbestos waste materials were deposited or disposed of and all related manifests, receipts and other documentation associated with the disposal of asbestos waste.
10. The name and address of any transporters used to transport waste and all related manifests, receipts and other documentation associated with the transport of asbestos waste.
11. All other information that may be required by state, federal or local regulations.
12. Copy of the Supervisor's Daily Project Log of events as described in 1.03 B, above.

1.04 NOTIFICATIONS AND PERMITS

- A. The Abatement Contractor shall be required to prepare and submit notifications to the following agencies at least ten (10) days prior to the commencement of the project:

1. Asbestos NESHAPS Contact
U.S. Environmental Protection Agency
NESHAPS Coordinator, Air Facilities Branch
26 Federal Plaza
New York, New York 10007
(212) 264-7307
2. State of New York Department of Labor
Division of Safety and Health
Asbestos Control Bureau
State Office Building Campus, Building 12, Room 454
Albany, New York 12240
3. Owner(s): Mamaroneck UFSD
1000 Boston Post Road
Mamaroneck, NY 10543
ATTN: Steve Brugge, Director of Facilities
Ph. (914) 220-3080
4. Environmental Consultant(s): Quality Environmental Solutions & Technologies, Inc. (QuES&T)
1376 Route 9
Wappingers Falls, New York 12590
ATTN: Lawrence Holzapfel, Chief of Operations
Ph. (845) 298-6031
Fx. (845) 298-6251
E-mail. lholtzapfel@qualityenv.com

- B. The notification shall include but not be limited to the following information:

1. Name and address of Owner.
2. Name, address and asbestos handling license number of the Abatement Contractor.

3. Address and description of the building, including size, age, and prior use of the building or area; the amount, in square feet or linear feet of asbestos material to be removed; room designation numbers or other local information where asbestos material is found, including the type of asbestos material (friable or non-friable).
4. Scheduled starting and completion dates for removal.
5. Methods to be employed in abating asbestos containing materials.
6. Procedures and equipment, including ventilating/exhaust systems, that will be employed to comply with the Code of Federal Regulation (CFR) Title 40, Part 61 of the U.S. Environmental Protection Agency.
7. The name and address of the carting company and of the waste disposal site where the asbestos waste will be deposited.

NOTE: Notifications shall be submitted using standard forms as may be used by the respective agency.

For DOL (NYS) include "Asbestos Project Notification" form (DOSH-483) with proper fee, if required. For EPA include "Notification of Demolition and Renovation"; 40 CFR Part 61.

- C. The Abatement Contractor shall secure any permits required by the city, town, county, or state that may be required and the cost for obtaining the permit shall be included in his base bid.
- D. The Abatement Contractor shall erect warning signs around the work space at every point of potential entry into the work area in accordance with OSHA 1926.58k (2), (i). These signs shall bear the following information:

DANGER
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE
CLOTHING
ARE REQUIRED IN THIS AREA

- E. The Abatement Contractor shall post at entrances to the work place and immediate adjacent areas, notifications to building occupants which include the name and license number of the contractor, project location and size, amount and type of ACM, abatement procedures, dates of expected occurrence and name and address of the air monitor and laboratory in compliance with ICR 56-3.6.
- F. The Abatement Contractor shall post a list of emergency telephone numbers at the job site which shall include the Owner's Representative, police, emergency squad, local hospital, Environmental Protection Agency, N.Y. State Department of Labor, Occupational Safety and Health Administration and the local Department of Health.

1.05 APPLICABLE STANDARDS

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effects (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if