



architects + engineers

PROJECT MANUAL

**SOMERS CENTRAL SCHOOL DISTRICT
250 ROUTE 202
SOMERS, NEW YORK 10589**

**AIR HANDLER REPLACEMENTS TO PRIMROSE
ELEMENTARY SCHOOL**

**110 PRIMROSE STREET
LINCOLNDALE, NEW YORK 10540**

SED Control #66-21-01-06-0-002-014

Project No: SMSD 2105

CONTRACT H – Heating, Ventilation, and Air Conditioning

**FINAL BID DOCUMENTS
October 2022**

H2M Architects + Engineers

2700 Westchester Ave, Suite 415, Purchase, NY 10577
tel 914.358.5623 fax 914.358.5624

www.h2m.com

The design of this project conforms to all applicable provision of the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Construction Code, and the building standards of the New York State Education Department.

SOMERS CENTRAL SCHOOL DISTRICT
AIR HANDLER REPLACEMENTS TO PRIMROSE ELEMENTARY SCHOOL

SED Control No. 66-21-01-06-0-002-014

CONTRACT H – HEATING, VENTILATION, AND AIR CONDITIONING

FRONT END DOCUMENTS

000110	TABLE OF CONTENTS
001113	NOTICE TO BIDDERS
002113	INSTRUCTIONS FOR BIDDERS
002515	QUALIFICATIONS OF BIDDERS
004111	WEEKLY PAYROLL FORM – WH347
004116	PROPOSAL FORM PA
004116.17	PROPOSAL FORM PB-G
004116.19	PROPOSAL FORM PC
004357	INSURANCE CERTIFICATION
004519	NON-COLLUSIVE FORM
004521	HOLD HARMLESS AGREEMENT
004547	IRAN DIVESTMENT ACT FORMS
004548	SEXUAL HARASSMENT PREVENTION CERTIFICATION FORM
GC-1	GENERAL CONDITIONS
NYSED-1	NYSED 155.5 REGULATIONS
005209	SAMPLE AGREEMENT
007343	PREVAILING WAGE RATES

SAMPLE AIA DOCUMENTS

AIA A310	BID BOND
AIA A312	PERFORMANCE BOND
AIA A312	PAYMENT BOND
AIA G702	APPLICATION AND CERTIFICATE FOR PAYMENT
AIA G703	CONTINUATION SHEET
AIA G704	CERTIFICATE OF SUBSTANTIAL COMPLETION
AIA G706	CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AIA G706A	CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
AIA G707	CONSENT OF SURETY TO FINAL PAYMENT

APPENDIX 'A' - "Report for Environmental Inspection Services at Primrose Elementary School" Dated:
July 5, 2019

QUALITY ENVIRONMENTAL SOLUTIONS REPORT (DATED AUGUST 11, 2022)

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011400	WORK RESTRICTIONS
011419	SITE UTILIZATION PLAN
012100	ALLOWANCES

TABLE OF CONTENTS
SOMERS CENTRAL SCHOOL DISTRICT
AIR HANDLER REPLACEMENTS TO PES

H2M

012300	ALTERNATES
012500	PRODUCT SUBSTITUTION PROCEDURES
012900	PAYMENT PROCEDURES
012973	SCHEDULE OF VALUES
013100	PROJECT MANAGEMENT AND COORDINATION
013119	PROGRESS MEETINGS
013216	CONSTRUCTION SCHEDULE
013300	SUBMITTALS
014100	REGULATORY REQUIREMENTS
014223	SPECIFICATION FORMAT
014320	PRE-INSTALLATION MEETINGS
014500	QUALITY CONTROL
014536	ENVIRONMENTAL QUALITY CONTROL
015000	TEMPORARY FACILITIES AND CONTROLS
016100	BASIC PRODUCT REQUIREMENTS
016500	PRODUCT DELIVERY, STORAGE AND HANDLING
017329	CUTTING AND PATCHING
017423	CLEANING
017500	STARTING AND ADJUSTING
017800	CLOSEOUT SUBMITTALS
017823	OPERATING AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017843	SPARE PARTS
017900	DEMONSTRATION AND TRAINING

DIVISION 2

028000 ASBESTOS REMOVAL

DIVISION 3 - 26

TECHNICAL SPECIFICATION ON DRAWINGS M001.00 AND M002.00

END OF TABLE OF CONTENTS

Notice is hereby given that **SEALED BID PROPOSALS** for:

SOMERS CSD
AIR HANDLER REPLACEMENTS AT PES

SED: 66-21-01-06-0-002-014

CONTRACT H - HEATING VENTILATION AND AIR CONDITIONING

will be received until 4:00pm on **November 10, 2022** at the **Somers Intermediate School Business Office (240 US-202, Somers, NY 10589)** of the SOMERS CSD at which time they will be publicly opened in the **Somers Intermediate School Library (240 US-202, Somers, NY 10589)**. In the event that on this date the School District is closed or has an early dismissal due to weather or any other emergency, bids will be due at **2:00 p.m. on the next day that the school district is in session.**

Complete sets of Hard Copy Bidding Documents, including but not limited to Drawings and Specifications, may be obtained beginning October 21, 2022, from REVplans, 330 Route 17A, Suite #2, Goshen, New York 10924 Tel: 1-877-272-0216, upon depositing the sum of **One Hundred Dollars (\$100.00)** for each combined set of documents. Checks or money orders shall be made payable to SOMERS CSD. Plan deposit is refundable in accordance with the terms in the Instructions for 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.

As a convenience to the Contractor complete digital sets of Bidding Documents, including but not limited to Drawings and Specifications may be obtained from the following websites: www.revplans.com and www.usinglesspaper.com as an online download under 'Public Projects' beginning on **October 21, 2022** for a non-refundable fee of **Forty-Nine Dollars (\$49.00)**, in form of credit card.

Please note REVplans and www.revplans.com are the designated locations and means for distributing and obtaining all bid package information. All bidders are urged to register to ensure receipt of all necessary information, including bid addenda.

All bid addenda will be transmitted to registered plan holders via email and will be available at www.revplans.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 REVplans for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

Bids must be made on the standard proposal form in the manner designated therein and as required by the specifications. Bids must be enclosed in sealed opaque envelopes bearing the name of the job and name and address of the bidder on the outside, addressed to: **PURCHASING AGENT, SOMERS CSD, Somers Intermediate School - Business Office 240 US-202, Somers, NY 10589** and clearly marked on the outside, "AIR HANDLER REPLACEMENTS AT PES, **SED NO. 66-21-01-06-0-002-014.**" **The School District is not responsible for bids opened prior to the bid opening if bid number and opening date do not appear on the envelope. Bids opened prior to date and time indicated are invalid. The bidder assumes the risk of any delay in the delivery of its Bid, or in the handling of its Bid by the delivery service employed or by employees of the Somers**

Central School District. Bids received after the designated date and time for opening bids will be returned unopened.

Each bid proposal submitted must be accompanied by a certified check or bid bond, made payable to the "SOMERS CSD", in an amount equal to five percent (5%) of the total amount of the bid, as a commitment by the bidder that, if its bid is accepted, it will enter into a contract to perform the Work and will execute such further security as may be required for the faithful performance of the contract.

Certification of bonding company is required for this bid, see Instructions for Bidders.

Each bidder shall agree to hold his/her bid price for forty-five (45) days after the formal bid opening.

A pre-bid meeting and walk-thru is scheduled for 3:00 PM on November 2, 2022 at the Primrose Elementary School at 110 PRIMROSE ST, LINCOLNDALE, NY 10589. Potential bidders are asked to go to the Main Entrance. Although the pre-bid meeting and walk-thru are **not** mandatory, it is highly recommended that all potential bidders attend.

It is the intention of the Board of Education of Somers Central School District to award the contract to the lowest responsible bidder in compliance with the specifications providing the required security who can meet the experience, technical and budget requirements. The Board of Education reserves the right to reject any or all bids, waive any informalities relating to a specific bid, waive technical defects, irregularities and omissions relating to a specific bid, to request additional information from any bidder, or to re-advertise and invite new bids.

**By Order of the Board of Education
SOMERS CSD
250 ROUTE 202
SOMERS, NEW YORK 10589**

BIDS FOR PROJECT

The Board of Education of the SOMERS CSD (hereafter called School District or Owner), will receive **SEALED BID PROPOSALS** for:

SOMERS CSD
SMSD 2105 Air Handler Replacements at PES
110 PRIMROSE ST, LINCOLNDALE, NY 10540
CONTRACT H - HEATING VENTILATING AND AIR CONDITIONING

TIME AND PLACE

The sealed proposals are to be submitted at the:

Purchasing Agent:
SOMERS CSD
Business Office
240 Route 202
SOMERS, NEW YORK 10589

See notice to bidders for all dates and times.

REQUIRED BID SUBMISSIONS

Each bid submission shall consist of two (2) sealed envelopes containing the following items. The bidder shall carefully remove all forms from the Project specification. The Project manual should not be submitted or included in the bid package. If the bid is sent by mail, the two sealed envelopes shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED - AIR HANDLER REPLACEMENTS AT PES, SED NO. 66-21-01-06-0-002-014" on the face thereof.

Envelope No. 1 - BID PROPOSAL:

This envelope shall be clearly marked with the name of the Project, bidder's name and marked "**BID PROPOSAL**" in large lettering on the envelope and shall contain the following items:

1. Certified check or Bid Bond in the amount totaling 5% of the base bid.
2. Certified letter from Bonding Company, indicating that they meet the criteria set forth in article 11 of the General Conditions.
3. Certified letter that the company bidding this Project has been in business under the same name for a period of five years or longer, and is not currently disbarred from bidding or Working on public Works Projects by the New York State Department of Labor.

4. One (1) fully executed original and one (1) copy (marked "copy") of the following:
 - a. Proposal forms (P-sheets).
 - b. Non-collusive form.
 - c. Hold Harmless Agreement.
 - d. Certification of Compliance with the Iran Divestment Act or Declaration of Bidder's Inability to provide Certification of Compliance with the Iran Divestment Act.
 - e. Insurance Certification - Each bid must be accompanied by the Insurance Certification Form located in the specifications.
 - f. Sexual Harassment Prevention Certification Form
 - g. Failure to provide any of the above-referenced forms and documents may result in the Owner finding the bidder "non-responsive" to the bid documents.

Envelope No. 2 - BID QUALIFICATIONS:

This envelope shall be clearly marked with the name of the Project, bidders name and marked "**BID QUALIFICATIONS**" in large lettering on the envelope and shall contain the following items:

1. A description of bidder's 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.
2. Documentation from five Projects completed within the past five years:
 - a. timeliness of performance of the Work of the Project.
 - b. evidence that the Project was completed to the owner's satisfaction.
 - c. whether any extensions of time were requested and if such requests were granted.
 - d. whether litigation and/or arbitration was commenced by either the owner or the bidder as a result of the Work of the Project completed by the bidder.
 - e. whether any liens were filed on the Project by subcontractors or material suppliers of the bidder.
 - f. whether the bidder was defaulted on the Project by the owner.
 - g. whether the bidder made any claims for extra Work on the Project, including whether said claim resulted in a change order.
3. Documentation evidencing the bidder's financial responsibility, including its most recent certified financial statement prepared by a CPA.
4. Fully completed statement of bidder's qualification.

5. Fully completed list of subcontractors.

DETERMINATION OF BIDDERS

In the consideration and acceptance of any bid proposal, the School District shall be entitled to exercise every measure of lawful discretion in evaluating the financial history and ability of the Bidder and its past performance in ventures of this or similar nature. Such data will be considered either as a material or controlling factor in the acceptance of any bid submitted.

1. Bidders must prove to the satisfaction of the School District that they are reputable, reliable and responsible.
2. The School District may make any investigation it deems necessary to assure itself of the ability of the Bidder to perform the Work.
3. The School District reserves the right to reject any or all bid proposals and to accept the proposal it deems in the best interest of the School District.
4. A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low responsive Bidders, and their offers are identical. If two or more bids are tied, the Board of Education of the School District has the discretion to select one of the tied bids for a contract award and the determination of the Board to award a contract(s) to one of the tied Bidders shall be final and binding on all tied bids.

DEPOSITS

Bidders deposit for obtaining hard copies of the Bidding Documents will be refunded if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such Bidding Documents. Non-bidders shall receive partial reimbursement, in an amount equal to the amount of the deposit, less the actual cost of reproduction of the documents if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such Bidding Documents.

VERBAL ANSWERS

The School District, its agents, servants, employees and the Architect/Engineer shall not be responsible in any manner for **verbal** answers to inquiries made regarding the meaning of the contract documents, drawings or the specifications prior to the awarding of the contract.

For information with reference to the Work and its location during bid phase by prospective bidders' questions shall be submitted in writing to:

Michael Lantier, P.E., LEED AP
Project Engineer
H2M Architects + Engineers
538 Broad Hollow Road
Melville, NY 11747

Phone: 631-756-8000 ext. 1507

Fax: 631-694-4122

E-mail: mlantier@h2m.com

To be given consideration, questions must be received in writing at least ten (10) days prior to the date fixed for the opening of bids.

ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation shall be made in writing, addressed to:

Michael Lantier, P.E., LEED AP

Project Engineer

H2M Architects + Engineers

538 Broad Hollow Road

Melville, NY 11747

Phone: 631-756-8000 ext. 1507

Fax: 631-694-4122

E-mail: mlantier@h2m.com

To be given consideration, requests for interpretation must be received in writing at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplement instructions will be in the form of written addenda to the specifications, and will be transmitted to registered plan holders via email and will be available at www.revplans.com.

All addenda so issued shall become part of the Contract Documents. The District may extend the bid date by Addendum.

PRE-BID INSPECTION OF SITE

Each bidder may conduct on-site inspections of the referenced Project site during the pre-bid walkthrough prior to submission of a bid proposal. The bidder shall acquaint himself/herself with all apparent conditions and characteristics of the facility with regard to assessment of required materials quantities, evaluation of quality of existing materials, access to the site and equipment, location of underground utilities, clearances and all related information necessary to develop an understanding of the required scope of the Work and all field conditions. Bidders must satisfy themselves by personal examination of the location of the proposed Work and of the actual conditions and requirements of the Work and shall not, at any time after the submission of the bid proposal, dispute or complain of such estimate or assert there was any misunderstanding in regard to the depth or character or the nature of the Work to be done. No consideration will be given for subsequent additional claims by the contractor after bidding award with regard to apparent field conditions.

PRE-BID MEETING AND INSPECTION OF SITE

See Section "Notice to Bidders"

BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS

It is the bidder's responsibility to examine carefully the plans and specifications, other Contract Documents, its bid proposal and the site upon which the Work is to be performed. Submission of a bid proposal shall be prima facie evidence that the bidder has made such examination and that he/ she is familiar with all of the conditions and requirements.

PREPARATION OF BID PROPOSAL

The bid proposal forms contained herein must be used in preparing bids. Failure to use said bid proposal forms or the inclusion of bids not requested shall result in rejection of the bid.

No bid proposal shall be considered by the School District unless the bidder tendering same demonstrates it is skilled in Work of a similar nature to that envisaged in the Contract Documents.

Each bidder shall fill out in ink (in both words and figures) its unit or lump sum bid, as the case may be, for each item in the bid proposal form. If there is a discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices. Each bid shall be signed by an owner or officer of the bidder in the spaces provided.

No bid will be considered which does not include bids for all items listed in the proposal sheets.

NAME OF BIDDER

Each bidder must state in the bid proposal its full name and business address, and the full name of every person, firm or corporation interested therein and the address of every person or firm, or president and secretary of every corporation interested with it; if no other person, firm or corporation be so interested, it must affirmatively state such fact. The Bidder must also state that the bid proposal is made without any connection (directly or indirectly) with any other bidder for the Work mentioned in its proposal and is (in all respects) without fraud or collusion; it has inspected the site of the Work, has examined the Contract, General Conditions, Specifications, Plans, all addenda, and Instructions for Bidders; no person acting for or employed by the School District is directly or indirectly interested therein, or in the supplies or Work to which it relates or in any portion of the prospective profits thereof; it proposes and agrees if its proposal or bid is accepted, to execute a contract with the School District to perform the Work mentioned in the contract, plans and specifications attached; and the amount it will accept in full payment.

CERTIFIED CHECK OR BID BOND/BONDING CERTIFICATION

Each bid must be accompanied by either a certified check drawn on a solvent bank with an office in the State of New York, or a bid bond equal to five percent (5 %) of the total amount of the Project Base Bid, and payable to the "SOMERS CSD". This amount shall be the measure of liquidated damages sustained by the School District as a result of the failure, negligence or refusal of the Bidder to whom the contract is awarded to execute and deliver the contract and satisfactory payment and performance bonds. Provide a certified statement that a bonding company will issue bonds that meet or exceed the requirements set forth in Article 11 of the General Conditions if the bidder is awarded the contract.

A Performance and Payment bond will be required for the Work. Each shall be in the amount of 100% of the contract sum. Refer to Article 11 of the General Conditions for requirements associated with such bonds.

PERMITS AND REGULATIONS

Each Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. Each Contractor is required to observe all laws and ordinances including, but not limited to, relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him, his employees, or his Work hereunder in his relations to the Owner or any person. Each contractor shall also obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the Work under the awarded contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he/she shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Contractor performs any Work knowing it be contrary to such laws, ordinances, rules, regulations, or specifications, or local, state or federal authorities without such notice to the Architect, he/she shall bear all costs arising there-from.

BIDDER'S UNDERSTANDING

It is understood and agreed that the bidder has, by careful examination, satisfied himself/herself as to the nature and location of the Work, and confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the contract to be awarded.

No official, officer or agent of the Owner is authorized to make any representations as to the materials or Workmanship involved or the conditions to be encountered and the bidder agrees that no such statement or the evidence of any documents or plans, not a part of the bidding/contract documents, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of the awarded contract, shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that the Contractor has informed himself fully as to the conditions relating to construction and labor under which the Work will be performed and agrees as far as possible to employ such methods and means in the performance of his Work so as not to cause interruption or interference with the School District's operations or any other Contractor.

EQUIVALENTS

A. In the Specifications, if one or more kinds, types, brands, or manufacturers of materials are named, they are regarded as the required standard of quality and are presumed to be equal. The bidder may select one of these items or, if the bidder desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, the bidder shall indicate in writing when requested, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item.

B. Submission for equivalents shall be submitted to the Architect prior to the award of the contract.

C. Refer to Article 6(W) of the General Conditions for submission requirements. The bidder shall provide the Architect with the same documentation as required for substituted materials as set forth in Article 6(X) of the General Conditions.

BID EVALUATION

The Owner and Architect may make such investigation as they deem necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish the Owner with all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

BID WITHDRAWAL

No bids may be withdrawn for a period of 45 days after opening of bids. The Owner and bidders may mutually agree for bidders to hold their bid for an additional period of time.

CONTRACTOR'S QUALIFICATION STATEMENT (POST BID)

The apparent low bidder must submit the required pre-award submittal package described below to the Owner's Construction Representative within 48 hours after the bids are opened.

Triton Construction

Attn: John Hansen

240 Route 202

Somers, NY 10589

212-388-5700

Email: JHansen@tritonconstruction.net

Submissions must be emailed and must include the Project Name of this contract in the Subject Line of the Pre-Award submission email.

1. Pre-award Submittal Package
 - a. References and experience:
 - (1) List of all past contracts with K-12 Public School Districts.
 - (2) Provide three (3) references (Name, Title, Phone Number and email) of persons associated with three (3) different Projects (public or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of these three (3) Projects.
2. Workforce and Work Plan - Provide a detailed written Work Plan which shall / demonstrate the bidder's understanding of overall Project scope and shall include, but not be limited, to the following:
 - a. Sequential listing of specific Project activities required to successfully complete the Work of the Contract.

- (1) Include Schedule and list Critical Milestones.
 - (2) Include Phasing of the Work, if required.
 - (3) Include listing of long lead-time items.
 - (4) Impact of weather and restricted Work periods.
 - (5) Signed statement from a company officer that the Project can be completed in the established construction duration listed in the contract documents.
- b. Resumes for the bidder's proposed Project site supervisor and staff including qualifications for specialized expertise or any certifications required to perform the Work.
 - c. Names of proposed major sub-contractors (more than 15% of the bid amount) and a listing of the related trade Work and value.
 - d. Any special coordination requirements with other trades or ongoing contracts under separate contract(s).
 - e. Any special storage and/ or staging requirements for construction materials required for the Work.
 - f. Any other special requirements including those noted in the contract documents or known to the contractor / subcontractor(s).
3. Detailed Cost Estimate:
- a. A copy of Detailed Cost Estimate outlined in CSI format for the contract Work.

NOTICE OF ACCEPTANCE

The School District shall give notice of acceptance of a bid in writing by either mail and/or email.

SIGNING OF CONTRACT

Each Bidder to whom a contract is awarded, shall, at the office of the School District within ten (10) business days after the date of notification of acceptance of its bid, furnish the required payment and performance bonds in an amount of 100% of the contract, and the required insurance as set forth in Article 10 of the General Conditions, and sign the contract for the Work.

INSURANCE

The amounts, types and clauses to be included in the insurance that is required to be carried by the successful bidder and its contractors, are listed as set forth in Article 10 of the General Conditions.

RESPONSIBILITY OF BIDDER

The attention of Bidders is directed particularly to the contract provisions whereby the Contractor will be responsible for any loss or damage that may occur to the Work or any part thereof during its progress and whereby the Contractor must make good any defects or faults in the Work that may occur during the progress or within two (2) years after its acceptance.

Each Contractor shall provide for the continuation of the Performance Bond as a Maintenance Bond for two (2) full years after date of final payment request at the full contract price.

The Work is to be performed and completed to the satisfaction of the Owner & Architect/Engineer and in accordance with the specifications annexed hereto and the plans referred to therein.

LABOR RATES

Each Contractor shall pay not less than the minimum hourly wage rates on those contracts as established in accordance with Section 220 of the Labor Law as shown in the schedule.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides (among other things) that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, Workers and mechanics employed on public Work Projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance, or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employee.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, Workers and mechanics upon public Work, "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The original payrolls or transcripts shall be preserved for three (3) years from the completion of the Work on the awarded Project by the bidders awarded Contracts. The School District shall receive a certified payroll with each payment requisition showing wages and supplements to all individuals performing the Contractor's Work during the period covered by the requisition.

**SOMERS CSD
250 ROUTE 202
SOMERS, NEW YORK 10589**

RESERVATION OF RIGHTS

The Board of Education of the School District reserves the right to reject any or all bids, waive any informalities relating to the bidding process, waive any informalities relating to a specific bid, waive technical defects, irregularities and omissions relating to a specific bid, to request additional information from any bidder, or to re-advertise and invite new bids.

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 for five (5) 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 that referenced Project was completed to the Owner's satisfaction. This can be in the form of final payment or letter of substantial completion.
 - (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 the bidder's most recent 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.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

2. Type of Business Entity (e.g. sole proprietor, partnership, corporation, etc.)

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?

6b. If the answer to number 6a is in the affirmative, list said persons, the names of the other companies and said persons affiliation with the other companies.

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. During the three year period preceding the submission of this bid, 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. During the five year period preceding the submission of this bid, have any claims been asserted against the bidder 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. During the five year period preceding the submission of this bid, 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. During the five year period preceding the submission of this bid, 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. Is the bidder currently 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. During the five year period preceding the bidder's submission of this bid, 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.

14a. Has the bidder, its officers, directors, owners and/or managerial employees been convicted of a crime during the five years preceding the submission of this bid?

If the answer to this question is yes, list the name of the individual convicted, what he or she was convicted of and the date of the conviction.

14b. Is the bidder, its officers, directors, owners and/or managerial employees the subject of pending criminal charges or an indictment of any pending 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 name of the individual charged, the charge against the individual, when the charge was initiated and where the charge is pending.

15. During the five year period preceding the bidder's submission of this bid, has the bidder been 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 violation of which the bidder was found guilty, the date of the violation, and the penalty imposed as a result of the violation and the status of such penalty at the time of the submission of this bid.

16. Has the bidder bid on any Projects for the period September 1, 2019 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.

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.

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.

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 for which the surety provided supervisory services.

Dated:

By: _____
(Signature)

(Print Name and Title)

Sworn to before me this

___ day of _____, 20_____

Notary Public

Contract H - HEATING, VENTILATION, AND AIR CONDITIONING

To: **SOMERS CSD**
250 Route 202
SOMERS, NEW YORK 10589

For the furnishing and installing of materials for all Work included under contract as follows:

Made this day of the month day of , 20 22

Bidders Declaration:

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this bid or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person and persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the Work, the contract and specifications and the drawings referred to; and has read the Instructions for Bidders and other Bidding Documents issued, and it proposes and agrees, if this bid is accepted, it will contract in the form as approved to perform all the Work mentioned in said contract and specifications; and it will accept in full payment therefor the following sums to wit:

END OF SECTION

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder.

BASE BID: Contract H – HEATING, VENTILATION, AND AIR CONDITIONING
--

ITEM 1 – BONDS and INSURANCES

(written in words) _____ (\$ _____)

ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS

(written in words) _____ (\$ _____)

ITEM 3 – DIVISION 1 – ALLOWANCE (GA1) – General Allowance

(written in words) Fifteen Thousand Dollars and 00 Cents (\$ 15,000.00)

ITEM 4 – DIVISION 2 – DEMOLITION

(written in words) _____ (\$ _____)

ITEM 5 – DIVISION 2 – ASBESTOS REMOVAL

(written in words) _____ (\$ _____)

ITEM 6 – DIVISION 4 - 23 – CAFETERIA AIR HANDLER (AHU-2)

(written in words) _____ (\$ _____)

ITEM 7 – DIVISION 26 – ELECTRICAL POWER AND LIGHTING

(written in words) _____ (\$ _____)

ITEM 8 – AS-BUILT DRAWINGS

(written in words) _____ (\$ _____)

ITEM 9 – PROJECT CLOSEOUT

(written in words) _____ (\$ _____)

TOTAL BASE BID (ITEMS 1 –9 INCLUSIVE) (written in words) _____ (\$ _____)
--

PROPOSAL
 SOMERS CENTRAL SCHOOL DISTRICT
 AIR HANDLER REPLACEMENTS TO PES
 SED Control No. 66-21-01-06-0-002-014

ALTERNATES

THE CONTRACTOR SHALL CLEARLY STATE WHETHER COST INDICATED IS TO BE ADDED TO OR DEDUCTED FROM THE BASE BID COST. FAILURE TO CLEARLY STATE SAME WILL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER.

ALL WORK INCLUDED UNDER THIS HEADING SHALL BE SUBJECT TO THE GENERAL CONDITIONS OF THE PROJECT. ALL CONSTRUCTION, WORKMANSHIP AND FINISHES REQUIRED BY THE ALTERNATES SHALL BE AS SPECIFIED IN THE APPLICABLE SECTIONS OF THE SPECIFICATIONS MANUAL.

THE UNDERSIGNED PROPOSES AND AGREES THAT SHOULD THE FOLLOWING ALTERNATES BE ACCEPTED AND INCLUDED IN THE CONTRACT, THE AMOUNT OF THE TOTAL BASE BID WILL BE REVISED AS FOLLOWS. THE UNDERSIGNED FURTHER AGREES THAT SHOULD THE FOLLOWING ALTERNATES BE ACCEPTED, THE ALTERNATE BID PRICES INDICATED SHALL BE HELD AND HONORED FOR A PERIOD OF ONE YEAR FROM THE DATE OF CONTRACT SIGNING.

SCHEDULE OF ALTERNATES:

NUMBER	DESCRIPTION	COST
Alternate #1	Kitchen Air Handler Replacement (AHU-1) Include all material and labor to provide and install AHU-1 as shown on the contract drawings.	(\$)
Alternate #2	Cooling Coil in Cafeteria Air Handler (AHU-2) for future use. Include all material and labor to provide and install Cooling Coil in Cafeteria Air Handler (AHU-2) for future use as shown on the contract drawings.	(\$)
Alternate #3	Cooling Coil, Condenser, Refrigerant Piping, Electrical, etc. for full cooling for Cafeteria Air Handler (AHU-2). Include all material and labor to provide and install Cooling Coil, Condenser, Refrigerant Piping, Electrical, etc. for full cooling for Cafeteria Air Handler (AHU-2).	(\$)

PROPOSAL
 SOMERS CENTRAL SCHOOL DISTRICT
 AIR HANDLER REPLACEMENTS TO PES
 SED Control No. 66-21-01-06-0-002-014

Alternate #4	Savings for awarding Base Bid, Alternate #1 and Alternate #3. Cost shall be a “-“ negative number	(\$)
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Note: The SOMERS SCHOOL DISTRICT is exempt from Federal, New York State and local taxes. TOTAL AMOUNT BID shall be exclusive of all taxes.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITIES IN THE BIDDING PROCESS, TO WAIVE ANY INFORMALITES RELATING TO A SPECIFIC BID, TO WAIVE TECHNICAL DEFECTS, IRREGULARITIES, AND OMISSIONS RELATING TO A SPECIFIC BID, TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER, OR TO RE-ADVERTISE AND INVITE NEW BIDS.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF FORTY-FIVE (45) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS. THE BIDDER AND THE OWNER MAY MUTUALLY AGREE TO EXTEND THIS DATE.

THE BIDDER IS REQUIRED TO VISIT THE SITE FOR A FIELD SURVEY TO VERIFY THE SCOPE OF WORK PRIOR TO BID SUBMISSION.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

SITE SUPERVISION

THE SUCCESSFUL CONTRACTOR IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A competent superintendent shall be in attendance at the job site at all times when work is being performed under their contract. The superintendent is responsible to visit the job site daily when work is not being performed under their contract and to monitor the overall construction progress. A qualified site superintendent must have the authority to represent and make decisions for his or her company with regards to the subject job, must be able to give guidance and direction to employees, subcontractors and suppliers, and must be knowledgeable about the work to be provided. **FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF \$500 PER DAY FOR EVERY OCCURRENCE.**

TIME OF COMPLETION

ALL INTERIOR WORK UNDER THIS CONTRACT SHALL BE PERFORMED AS FOLLOWS:

INTERIOR BUILDING WORK HOURS: 7:00 AM – 4:00 PM
 EXTERIOR BUILDING WORK HOURS: 7:00 AM – 10:00 PM

PROPOSAL
SOMERS CENTRAL SCHOOL DISTRICT
AIR HANDLER REPLACEMENTS TO PES
SED Control No. 66-21-01-06-0-002-014

WORK SHALL OCCUR ON WEEKDAYS, NON_HOLIDAYS ONLY. CONTRACTOR MAY BE PERMITTED TO WORK WEEKENDS AND HOLIDAYS AT THE DESCRETION OF THE DISTRICT TO DECREASE SCHEDULE.

BASED UPON THE HOURS PRESENTED ABOVE AND ON NORMAL WORKING BUSINESS DAYS, THE PROJECT SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING DATES:

APPROXIMATE START DATE: **JANUARY 2, 2023**

SUBSTANTIAL COMPLETION: **AUGUST 31, 2023**

FINAL COMPLETION (CLOSEOUT OF CONTRACT): **OCTOBER 1, 2023**
IF NECESSARY, CONTRACTOR SHALL PROVIDE WORK DURING WEEKENDS, HOLIDAYS AND EVENING HOURS AS REQUIRED TO ENSURE THE COMPLETION DATES LISTED ABOVE.

FAILURE OF THE CONTRACTOR TO COMPLETE WORK BY THE SPECIFIED TIME SHALL SUBJECT HIM/HER TO LIQUIDATED DAMAGES AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS.

THE ARCHITECT/ENGINEER SHALL ACT AS THE RECORD KEEPER OF CONTRACT DAYS; HE WILL BE THE SOLE JUDGE OF DELAYS CAUSED BY WEATHER. ONLY WEATHER DELAYS, AS ADJUDGED BY THE ARCHITECT/ENGINEER, WILL BE CONSIDERED FOR EXTENSIONS OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT A BI-WEEKLY REQUEST FOR DELAYS DUE TO WEATHER TO THE ARCHITECT/ENGINEER FOR APPROVAL. NO OTHER DELAY CLAIMS WILL BE ACCEPTED, FOR CREDIT TOWARDS THE PROJECT COMPLETION SCHEDULE, REGARDLESS OF THE SOURCE OF THE DELAY.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND PROOF OF INSURANCES.

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

PROPOSAL
SOMERS CENTRAL SCHOOL DISTRICT
AIR HANDLER REPLACEMENTS TO PES
SED Control No. 66-21-01-06-0-002-014

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

<u>ADDENDUM NO.</u>	<u>DATED</u>
_____	_____
_____	_____

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION (FIELD) AND CONTRACT ADMINISTRATION (OFFICE) TIME EXPENDED BY THE ARCHITECT/ENGINEER AND/OR OTHER CONSTRUCTION EMPLOYEE(S) HIRED TO ADMINISTER OR OBSERVE THE CONTRACT, SHOULD THE CONTRACTOR COMPLETE THE CONTRACT BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE.

SUCH DEDUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT, ENGINEER'S, AND/OR OTHER CONSTRUCTION EMPLOYEE(S) STANDARD HOURLY BILLING RATES IN EFFECT AT THE TIME FOR THE SCHOOL DISTRICT.

THE REQUIREMENTS OF THE BID PROPOSAL HAVE BEEN COMPLETELY READ, UNDERSTOOD AND ACKNOWLEDGED BY THE BIDDER.

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

Telephone number where the contractor or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: () _____ NIGHT: () _____

FAX: () _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____

Enclosed in the bid package is a certified check or bid bond for five percent (5%) of the total amount of each Base Bid as required by the foregoing "Instructions for Bidders."

On the signing of such contract by the Bidder, the bidder hereby agrees to furnish the payment and performance bonds as provided in the General Conditions as well as proof of required insurance.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) business days after due notice from the Board of Education of the School District that the contract has been awarded to it and is ready for signature, as given in accordance with the Instructions for Bidders and/or its failure to execute and deliver the payment and performance bonds in the full amount of the contract price, as provided in said Instructions for Bidders and the General Conditions of the Contract for Construction, the Bidder's check or bid bond which is herewith deposited with the Board shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

Name of Bidder: _____

Business Address of Bidder: _____

END OF SECTION

INSURANCE CERTIFICATION

Your insurance representative must complete the form below to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgement section of this form. Please note that this Insurance Certification for must accompany your bid submission for your bid to be considered.

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the Articles 10 & 11 of the General Conditions of the Contract for Construction and can provide such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative:

Address:

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____

Insurance Representative's Signature

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that this Insurance Certification form must be submitted with my bid and my inability to provide the required insurances may result in the rejection of my bid, and the Somers Central School District may award the contract to the next lowest/responsive bidder.

Name: _____

Address: _____

Date: _____

Bidder's Signature

NON-COLLUSIVE FORM BIDDING CERTIFICATE
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 of New York State.

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

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

Non-collusive bidding certification.

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

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

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

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

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail 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/her 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).

(c) 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 above in this form, 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.

(d) The person signing this Bid or Proposal certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in his/her behalf."

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

Title: _____

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

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 OF SOMERS CENTRAL SCHOOL DISTRICT. Compliance with the 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 the awarded contract 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 / she will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, Architect/Engineer & Construction Manager, in any such litigation, the Contractor shall at his / her own expense satisfy and discharge the same.

By: _____
(Signature of Authorized Representative of Corporation)

(Print Name and Title)

(Date)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed and posted on its website a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List").

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 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 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 _____

202____

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.

SWORN to before me this _____

SIGNED _____

_____ day of _____

202____

Notary Public: _____

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION
(To be Completed by Each Bidder)

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named 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, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 2021

Notary Public

GENERAL CONDITIONS

of the

CONTRACT for CONSTRUCTION

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS1

ARTICLE 2 – CONTRACTOR’S REPRESENTATIONS3

ARTICLE 3 – CONTRACTOR’S CONSTRUCTION PROCEDURES.....5

ARTICLE 4 – CONTRACTOR’S USE OF SITE.....12

ARTICLE 5 – SUBCONTRACTORS.....20

ARTICLE 6 – CONTRACTOR’S USE OF DRAWINGS/SPECIFICATIONS.....22

ARTICLE 7 – CONTRACTOR’S SAFETY/SECURITY PROGRAM33

ARTICLE 8 – CHANGES IN THE WORK39

ARTICLE 9 – PAYMENTS42

ARTICLE 10 – INSURANCE REQUIREMENTS50

ARTICLE 11 – REQUIRED BONDS FOR THE PROJECT53

ARTICLE 12 – INDEMNIFICATION.....54

ARTICLE 13 – TIME FOR COMPLETION OF WORK.....56

ARTICLE 14 – DEFICIENT AND INCOMPLETE WORK.....59

ARTICLE 15 – FINAL COMPLETION AND CLOSEOUT OF THE PROJECT61

ARTICLE 16 – RELEVANT STATUTORY PROVISIONS.....63

ARTICLE 17 – TERMINATION OR SUSPENSION.....67

ARTICLE 18 – CLAIMS AND DISPUTES.....71

ARTICLE 19 – MISCELLANEOUS PROVISIONS.....72

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 Somers Central School District (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. "After Hours" refers to the time before or after the hours school is in session. During this time, students and staff may occupy portions of the facility or building, but may be redirected as required to allow for the completion of work by a contractor.
- C. 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.
- D. "Board of Education" refers to the Board of Education of the School District.
- E. "Central Administration" refers to the Superintendent of Schools, his/her Assistant Superintendents, and Director of Plant & Facilities.
- F. The "Construction Manager" is the entity engaged by the School District to act as its representative during the course of construction of the Project.
- G. "Contract Documents" refers to all drawings, sketches, specifications, addenda, field directives and all other written or drawn descriptions of the products, labor and materials to be provided for the Project.
- H. 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.
- I. The "Drawings" are the plans, elevations, sections, details, schedules and diagrams developed by the Architect for the capital improvement projects to be performed in accordance with the project manual of which these General Conditions of the Contract for Construction form a part.

J. The "Off Hours" refers to a period of time during which the school facility or building shall be unoccupied, to be a duration of no less than 24 hours.

K. The "Owner" refers to the Board of Education or its designee.

L. 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.

M. The "Project Manual" is the bound document which is issued simultaneously with the project Drawings and includes the Notice to Bidders, Instructions for 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 therein described for which it has been engaged.

N. 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.

O. The term "Specialist" or "Specialty Contractor" as used in the Contract Documents 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.

P. "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.

Q. "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.

R. "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.

S. "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.

T. "Provide" means furnish and install complete and ready for safe and regular use and/or operation of the item, material or service indicated.

U. "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.

V. "Unusual" refers to means and methods beyond any conventional or generally accepted standard of work or installation, generally requiring a standard of care and protection as outlined by a manufacturer's guidelines and recommendations.

W. The word "include", in any form other than "inclusive", is non-limiting and is not intended to mean 'all-inclusive'.

X. "Work" means the construction and services required by the Contract Documents, whether completed in whole or in part, and includes all labor, materials, equipment and services to be provided by the Contractor to fulfill the Contractor's obligations under its Contract with the Owner. The Work may constitute the whole or part of the Project.

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 trade contractor certifies to be 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, the requirement of normal "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 in an 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 trade 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 the Contract Documents. 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 nor 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 with all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create 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 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 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 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, assistants, Architect and Construction Manager.

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 Contract Documents 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 Contract Documents 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, 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, 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 Owner's Representative 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 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 and any fines or penalties imposed as a result of any violation, including any costs or fees incurred by the Owner due to such violation. If the Contractor observes any discrepancies between portions of the Contract Documents, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification to the Contract Documents.

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 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 approximately once every two (2) weeks during the project unless otherwise designated by the Owner or the Architect. The Contractor shall have responsible representation at the MANDATORY 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. The Owner may elect to hold meetings more or less frequently.

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.

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 videotaped recording of all existing conditions to the Construction Manager. This taping shall provide a record of all existing buildings, grounds, exterior conditions and interior conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.

C. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

D. General Safety and Security Standards for Construction Projects:

1. All construction materials shall be stored in a safe and secure manner.
2. Fences around construction supplies or debris shall be maintained.
3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
5. The Contractor shall exert utmost care and diligence when working in or near any existing buildings or sitework. The absence of protection around such items shall not excuse the Contractor from its obligation 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, and other materials 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 ensure minimal impact to surrounding occupied areas.

2. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.

3. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

4. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

F. 1. Storage space will not be allotted to the Contractor by the Owner. The Contractor shall be responsible for providing storage containers and 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 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 parking 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 which the Contractor, its subcontractors and employees may utilize in connection with its work. The Contractor's employees and the employees of the Contractor's Subcontractors and others engaged by the Contractor to perform its work are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's Subcontractors and others engaged by the Contractor to perform its work are prohibited from 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 THE SCHOOL DISTRICT'S 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 premises of the School District. The Contractor shall insure that none of its or its Subcontractors' its employees, contractors, suppliers, 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, contractors, suppliers, agents or consultants 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 work 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 cleanup 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, and any other activities to ensure that they do not enter occupied portions of the building or air intakes.

S. 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, and any other materials 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. Where a contractor other than the General Contractor is the only contractor scheduled to perform work in a particular area of the site at any given time, the responsibilities allocated to the General Contractor in subdivision 1 of this paragraph U shall be performed by such other contractor.

3. 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 but are not limited to custodial response charges.

X. The Contractor shall be responsible for broken glass, and at the completion of the Work shall replace such damaged or broken glass. After damaged or broken glass has been replaced, the Contractor shall remove all labels, wash and polish both sides of all glass. In addition to general broom cleaning, the General Contractor shall perform the following final cleaning for all trades at completion of the Work:

1. Remove temporary protections;
2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finished woodwork and other Work;
3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
5. Clean aluminum in accordance with recommendations of the manufacturer; and
6. Clean all floors thoroughly in accordance with recommendations of the manufacturer.

ARTICLE 5 SUBCONTRACTORS

A. 1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than ten (10) days after receipt of official notice of award of the Contract, the Contractor shall furnish the Owner, Construction Manager, 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 Contract 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 Owner, Construction Manager or 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 Owner, Construction Manager or Architect shall re-consider its determination and shall advise the Contractor of its determination upon such review. If the Owner, Construction Manager or Architect still finds that such subcontractor does not meet the requirements above-stated, it shall advise the Contractor. The Owner, Construction Manager or 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, Construction Manager 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 shall be signed by the Contractor and the Owner. All documents included in the contract shall be referenced in the agreement.

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 bench marks 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 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, and other requirements of authorities having jurisdiction over any component of the Work or the Project that is 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 or 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 request in writing that it be permitted to make a substitution for the specified manufacturer or materials and shall indicate 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.
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 to implement the substitution, including professional services necessary and/or required for the Architect or the Architect's consultants to implement said substitution and the impact, if any, on other Contractors to implement the 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 in triplicate to the Architect.

4. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

5. All proposed substitutions shall be submitted to the Architect within fourteen (14) working days of the award of the contract to the Contractor. *(This provision Article 6(X)(5) shall not apply to equivalents.)*

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 Contract Documents. 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. In addition, 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. Further, the Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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 ten (10) 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.

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, Construction Change Directives and Field Orders, 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 the Contractor's 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 thirty (30) days of final completion of the Contractor's work.

DD. Each Prime Contractor shall be furnished, free of charge, one (1) copy of the Contract Documents, including but not limited to Project Manuals and 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 Construction Manager. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a Site Safety/Logistics Plan to the Construction Manager. The Site Safety/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. 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 Construction Manager and Architect. The Owner and the Construction Manager shall establish a fire coordination procedure and shall forward same to the Contractor for its use during the performance of its work.

2. 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.

The Contractor and its subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the New York State Education Department ("NYSED"), the Contractors' Safety Program, and Section 155.5 of the Regulations of the New York State Commissioner of Education.

3. 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.

4. 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.

5. 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.

6. All flagmen required for deliveries to the site are to be furnished by the Contractor or its Subcontractors responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests.

B. The Contractor shall schedule weekly safety meetings and each of its subcontractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. The Contractor shall notify the Construction Manager in writing of the identity of its "OSHA Competent Person Regarding Safety". Said person must be an individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager and 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. In case of conflicts, the most stringent restrictions will apply.

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 safety 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(s) and other persons 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 from diversion, theft, destruction and damage, 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. Materials stored off-site shall not be paid for by the Owner until incorporated into the Work, unless specifically marked for the Project and segregated from other materials at the storage facility.

H. The Contractor shall take all steps necessary to protect all property at or adjacent to the Project site(s), 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 and machinery permitted on the Project site(s) 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 such cancellation or work stoppage will be the responsibility of the Contractor responsible for the work involved.

J. All crane picks and materials delivery, etc. must be coordinated so as not to lift over any occupied area of the Owner's building(s). If absolutely necessary, this work shall be done on off hours to insure the safety of the building occupants. Crane location must be approved by the Construction Manager to insure the safety of building occupants.

K. The Owner or Construction Manager reserves the right to have all cranes and 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 cranes or 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 from its responsibility to perform and provide all engineering, permits and inspections as required by OSHA, New York State Education Department, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction during or prior to use of any cranes or hoisting equipment. Copies of all inspection reports and certificates must be transmitted to Construction Manager as soon as possible.

L. Intentionally omitted

M. The Contractor shall use the entrances designated on the site logistic plans and drawings for personal vehicles, trucks, equipment, deliveries and the like.

N. All interior temporary partitions and emergency egress barriers (if required) are to be installed on an after hours basis (weekends/school holidays/school recesses).

O. 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 approves the use or storage of such hazardous materials, equipment 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, and anything else for said trailers is 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.

P. 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 and any other applicable openings. 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 as a result of inadequate protection will also be back charged to the Contractor. The Contractor, by entering into contract with the Owner agrees to be liable for these costs.

Q. 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.

R. 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.

S. 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 of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager and the Architect.

T. 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.

U. 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 fines or citations.

V. 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.

W. 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.

X. The Contractor shall indemnify and hold harmless the Owner, Architect, and Construction Manager, of and from any and all liability for violation the Labor Law of the State of New York and the regulations adopted thereunder 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 or 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.

Y. 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.

**ARTICLE 8
CHANGES IN THE WORK**

A. Without invalidating the agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Contractor's work. Such additions, deletions or revisions will be authorized by field order, change order, or construction change directive.

B. Field Orders are an interpretation of the Drawings and/or 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 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 Drawings or specifications and which will result in additional cost to the Owner, the Architect 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 broker or surety 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 Documents 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. 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 awarded to the Contractor, 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 702/CMa 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 Documents.
- i. the Contractor's failure to notify the Architect of errors or inconsistencies between and among the Contract Documents.
- 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 (using 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; and
- e. Such other information which the Owner, Construction Manager and/or the Architect request the Contractor furnish in connection with its application for payment.

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. The Owner shall make payment to the Contractor within thirty (30) 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.

6. 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.

7. 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 after the lien is discharged by the Contractor or released by the lienor. If the lien is discharged by posting a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than 110% 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, 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; and
- f. The Contractor must furnish a bill of sale for stored material and/or equipment;

The Contractor still has liability for all materials whether paid or not until installed.

3. Any and all materials and/or equipment for which the Contractor has been paid shall be titled in the Owner upon installation by the Contractor and shall be stored in a bonded facility. For payment to be made to the Contractor, the Contractor must provide the Owner with a waiver of lien and general release from its supplier in connection with its provisions of such materials and/or equipment. Notwithstanding payment by the Owner, any and all warranties and/or guarantees required 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.

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I. At the same time the Contractor submits its insurance certificate to the Owner and the Construction Manager, it shall also submit to the Construction Manager the labor rates of each category of labor for which it and/or its subcontractors shall employ (either directly or indirectly). This information shall be itemized in the format shown below:

Contractor's Name					
Contractor's Address					
Contractor's Office Phone No.					
Contractor's Fax No.					
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					
401(k) Fund					
Other (Explanation Required)					
Other (Explanation Required)					
Subtotal					
Hourly Labor Rate					

**ARTICLE 10
INSURANCE REQUIREMENTS**

A. 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:

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 Products - Completed/Operations - \$1,000,000.00 Personal & Advertising Injury - \$1,000,000.00 Fire Damage (any one fire) - \$50,000.00 Medical Expenses (any one person) - \$10,000.00 Umbrella - \$10,000,000.00

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:

\$1,000,000 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 with Owner. 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. 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 or Construction Manager for the Owner's approval prior to the commencement of any work.

C. 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 of at least thirty days.

D. All insurance coverage to be provided by the Contractor shall name the Owner, the Construction Manager and the Architect as additional insureds on the policy. 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 coverage for the Contractor's work.

E. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, the Architect and the Construction Manager harmless from the payment of such deductible, 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 similar insurance coverages and limits of liability as set forth in paragraph A of this Article 10 and adjusted to the nature of subcontractors' operations and submit same to the Owner for approval prior to start of any work. In the event the Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Engineers, Construction Manager, 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 Contractor's employees from whatever cause arises. Any policy of insurance secured covering the Contractor or Subcontractors leased or hired by them and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

J. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.

K. 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, Construction Manager or the Architect shall not relieve or decrease the liability of the Contractor hereunder.

M. If the terms of policies expire, or the NY license 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 or to obtain replacement insurance, the Owner is entitled to provide protection for himself, to pay premiums, and to charge the cost to the Contractor.

ARTICLE 11
REQUIRED BONDS FOR THE PROJECT

- A. 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 fourteen (14) 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 fourteen (14) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner.

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 the Owner, Architect, and Construction Manager, and all their employees, agents or servants or any third parties 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 shall indemnify and hold harmless the Owner, Architect, Architect's consultants, Construction Manager and agents and employees of any of them from and against claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from performance of 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 intentional, reckless, or 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 Construction Manager and the consultants, 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 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 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 of these General Conditions of the Contract for Construction.

D. The Contractor 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 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 shall indemnify and hold harmless the Owner, the Architect and the Construction Manager 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 or 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 shall indemnify and hold harmless the Owner and the Architect 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 or 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.

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 as stated in the Bid Proposal Form 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 the Contract Documents. 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 the Contract Documents, 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 the Contract Documents. 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 Contract Documents.

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%) 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 Contract Documents 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.

2. Contractor realizes that time is of the essence on this Contract and the completion date and milestone date for each work item in the Contract Documents, 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 its 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, if requested by the Owner, the Architect and Construction Manager shall provide a written recommendation with respect to whether an extension of time should be granted and, if so, for what period of time and 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. Notwithstanding anything to the contrary in the Contract Documents, an extension in the contract time, to the extent permitted under subparagraph H of this Article 13, 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 Architect will have the authority to reject work performed by the Contractor which does not conform to the requirements of the Contract Documents.

B. The Architect 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 Contract Documents, 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 Contract Documents, 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 Architect 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 as much notice as is practicable and reasonable under the circumstances but in no event more than 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 Contract Documents 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 Contract Documents. 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 reduce the retainage to 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 Contract Documents.

B. 1. If within two (2) 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of two (2) 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 Work 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 Article within thirty (30) 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.

I. The date of Final Completion of the work is the date all of the Contractor's work required under the Contract Documents is completed, all required materials (e.g. record drawings, operational and maintenance manuals, warranties, etc.) have been delivered to the Owner and all applicable licenses, permits, certificates, or approvals have been obtained by the Contractor and delivered to the Owner.

ARTICLE 16 RELEVANT STATUTORY PROVISIONS

A. The Contractor shall at all times observe and comply with all Federal and State Laws and all local Laws, Ordinances and Regulations as well as the policies and protocols 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, policy, protocol, order or decree, whether by himself or by his employees, Subcontractors, agents, Subcontractors' employees or Subcontractors' 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 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, age, creed, sexual orientation, gender identity or expression, military status, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic violence 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, age, creed, sexual orientation, gender identity or expression, military status, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic violence 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, age, creed, sexual orientation, gender identity or expression, military status, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic violence 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, or 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. to extent permitted by State and Federal Law and regulations, 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; or
- k. or otherwise does not fully comply with the Contract Documents.

2. When any of the above reasons exists, Owner 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; and
- 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.

4. In the event a court or other tribunal issues a final determination that Owner's termination for cause was arbitrary, capricious or otherwise without cause and/or reverses Owner's termination for cause, such termination shall, without further action on the part of Owner, be converted to a termination for convenience, as set forth in (B), below.

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 by the parties or their attorneys or representatives (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 first class or certified mail 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. Notice sent by overnight delivery in accordance with the provisions hereof shall be effective from and after the second business day following the date submitted to the overnight delivery service 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, its officers, employees, and members of the Board of Education 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, its officers, employees, and members of the Board of Education 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, its officers, employees, and members of the Board of Education.

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. Intentionally Omitted

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, removed or replaced.

O. The Contractor agrees not to , 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. 1. The Owner is a tax exempt organization and will take title to materials used in the Project in order to permit tax exemption.

2. The Owner will furnish a tax exemption certificate or document to the Contractor for use in purchasing tangible personal property required for the Project.

3. 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.

4. 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.

Q. Intentionally Omitted

R. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in the Contract Documents or inferable from the Contract Documents shall be deemed or construed to (1) make Contractor the agent, servant or employee of the Owner or (2) create any partnership, joint venture or other association between the Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

S. Notwithstanding any other provision of the Contract Documents, Contractor shall perform at least twenty-five (25%) percent of the field work with its own full-time employees. For the purpose of the preceding sentence, any part of the work performed by supervisory personnel (persons above level of foreman) or by office personnel shall not be considered part of the work performed by the Contractor's own employees. Such items as bonds, certificates, shop drawings and similar items are not to be counted as satisfying the twenty (25%) percent requirement.

T. 1. The warranty provided in Article 15.B. shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law. The warranties required by the Contract Documents shall be extended to include the performance of any and all items of Work specified under the "proprietary", "patented" and other specified methods as well as procedures specifically required by the Contract Documents thereby not relieving the Contractor of its general warranty obligations.

2. The Contractor shall assign to the Owner at the time of Final Completion of its Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further shall perform the Work in such a manner so as to preserve any and all such manufacturer's warranties. The Architect shall not issue Final Certificate for Payment until all warranties and guarantees have been received, accepted and approved.

3. The Contractor will exercise its best efforts to service and to enforce for the benefit of the Owner all manufacturer's warranties on all materials, equipment and fixtures incorporated into the Work.

4. The Contractor warrants good and legal title to all materials, supplies and equipment installed or incorporated into the Work.

U. Coordinate with 01 73 29 of the Technical Specifications. Each Contractor and their respective Subcontractors shall be responsible for their own cutting and rough patching. All finish patching shall be accomplished by the trades normally doing said finish work.

V. Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment due the Contractor if and for so long as the Contractor fails to perform any of its obligations or otherwise is in default under any of the Contract Documents; provided, however, that any such hold back shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

W. Until Substantial Completion, the Owner shall pay ninety-five (95%) percent of the amount due the contractor on account of progress payments subject to the retention required for liens or to deductions and/or set offs authorized by law or by the Contract Documents.

Y. The method of binding dispute resolution between the Contractor and the Owner shall be litigation in a court of competent jurisdiction in the County of Westchester in the State of New York where the Project is located.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

NYSED 155.5 REGULATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements of 8NYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects, that are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.

1.3 REQUIREMENTS

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:
 - 1. No smoking is allowed on public school property, including construction areas.
 - 2. During construction daily inspections of School District occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.
 - 3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.
- B. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications 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 HUD Guidelines.
 - 1. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York

State Department of Labor Industrial Code Rule 56 (12 NYCRR Part 56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234).

2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", June 1995; U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234).

C. 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 warnings signs to prevent entry.
5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

D. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by School 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.

1. A specific stairwell and/or elevator may be assigned for

construction worker use during the work hours. In general, workers may not use the corridors, stairs or elevators designated for students or school staff.

2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
3. All occupied parts of the buildings 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.

E. The Architect will prepare phasing plans indicating exiting, required by the applicable building code, which shall be maintained during construction.

1. The Contractor shall submit plans, to be approved by the Architect, indicating temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period and meeting the requirements of the phasing plans.
2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

F. Prepare a plan detailing how adequate ventilation will be maintained during construction.

1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

G. 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.

- H. 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.
- I. The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds, including but not limited to glues, paints, furniture, carpeting, wall covering, and drapery are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
- J. Large and small asbestos abatement projects as defined by 12 NYCRR Part 56 shall not be performed while the building is occupied. The term "building", as used in this paragraph, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.
- K. 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.

AGREEMENT made as of the day of _ in the year of Two Thousand and Twenty-Two.

BETWEEN the Owner **SOMERS CSD**
 250 ROUTE 202
 SOMERS, New York 10589

and the Contractor:

The Project is: SMSD 2105 - AIR HANDLER REPLACEMENTS AT PES
 110 PRIMROSE ST, LINCOLNDALE, NY 10540

SED CONTROL # 66-21-01-06-0-002-014

CONTRACT H - HEATING VENTILATION AND AIR CONDITIONING

The Architect is: **H2M architects + engineers**
(Name and address) 2700 Westchester Ave
 Suite 415
 Purchase, New York 10577

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 Conditions, Special Provisions 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.

A Modification is (1) a written amendment to this Agreement signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect (e.g. a field order).

ARTICLE 2**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work of Contract H (Heating, Ventilation and Air Conditioning Construction) 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 Agreement shall be in accordance with the schedule set forth in the Proposal Form (See PB-H-4), subject to subsequent adjustments to the Contract Time made in accordance with the Contract Documents.

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 \$XXX,XXX.00, subject to additions and deductions as provided in the Contract Documents. This Contract Sum includes the following allowances:

Allowance GA1: General Allowance (\$15,000)

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:

ALTERNATES AWARDED

4.3 Unit prices, if any, are the following:

N/A

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:

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 substantial 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 substantial completion of the Work required of the Contractor by the Contract Documents less two hundred (200%) percent of the monetized value of the remaining Work (i.e. punch list Work) as determined by the Architect and less an amount necessary to satisfy any claims, filed liens or judgments against the Contractor that have not been suitably discharged. 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; and
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; and (3) all filed liens have been discharged; 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 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 of Projects of the size, complexity and nature of the particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation, this Paragraph 7.2, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

ARTICLE 8

TERMINATION OR SUSPENSION

- 8.1 The Contract may be terminated by the Owner as provided in the General Conditions.
- 8.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
 - 9.1.1 The Agreement is this executed Agreement between Owner and Contractor.
 - 9.1.2 The General Conditions are the General Conditions of the Contract for Construction as set forth in the Project Manual and attached hereto.
 - 9.1.3 The Specifications are as set forth in the Project Manual and indexed in table of contents.
 - 9.1.4 The Drawings are those as follows:

INFORMATIONAL DRAWINGS

G000.00 GENERAL NOTES, ABBREVIATIONS, DRAWING LIST, STAGING PLAN,
LOCATION MAP & LEGEND

HVAC DRAWINGS

M000.00 HVAC GENERAL NOTES, LEGENDS, AND SYMBOLS AND MECHANICAL SPECIFICATIONS
M001.00 HVAC MECHANICAL SPECIFICATIONS
M002.00 HVAC ELECTRICAL SPECIFICATIONS
M100.00 HVAC DEMOLITION AND NEW WORK PLAN
M600.00 MECHANICAL SCHEDULES AND DETAILS

9.1.5 The Addenda, if any, are as follows:

Addendum #1: Addendum #2:

9.1.6 The Contractor's Bid Proposal Forms, dated X/XX/2022.

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

SOMERS CSD
250 ROUTE 202
SOMERS, New York 10589

City , State Zip Code

By _____
(Signature)

By _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

IN ACCORDANCE WITH ARTICLE 8, SECTION 220 (3-a) OF THE NEW YORK STATE LABOR LAW, THE FOLLOWING LINK REPRESENTS THE MOST CURRENT PREVAILING WAGE RATE SCHEDULES AT THE TIME OF BIDDING, ISSUED BY THE NEW YORK STATE DEPARTMENT OF LABOR SPECIFICALLY REQUESTED FOR THIS PROJECT:

PRC# 2022004061

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1530688>

CONTRACTOR IS TO OBTAIN THE PREVAILING WAGE RATES GENERATED FOR THIS PROJECT AT THE NEW YORK STATE DEPARTMENT OF LABOR WEBSITE.

- ASSEMBLY BILL NUMBER 1839
- NOTICES REGARDING WAGE RATE UPDATES
- WAGE RATE SCHEDULE
- LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED PUBLIC WORK

SOMERS CSD

Board of Education

250 ROUTE 202

SOMERS, NEW YORK 10589

DRAFT 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)

«PWA»
« »
« »

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.

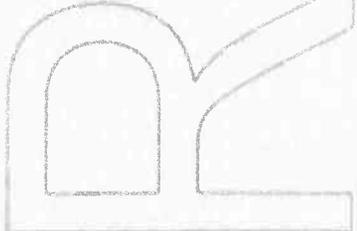
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

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.



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

Signed and sealed this « » day of « », « »

(Witness)

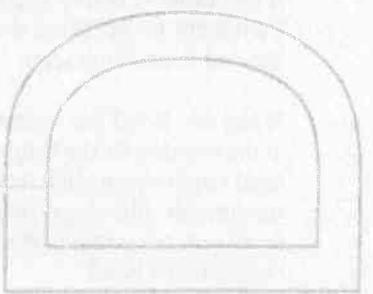
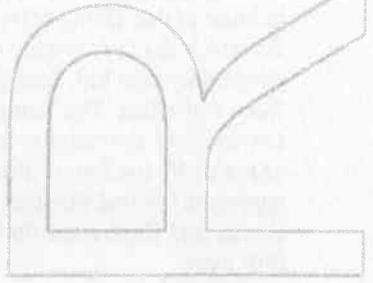
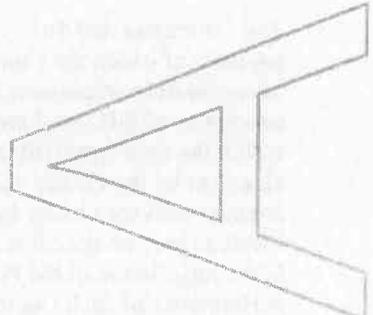
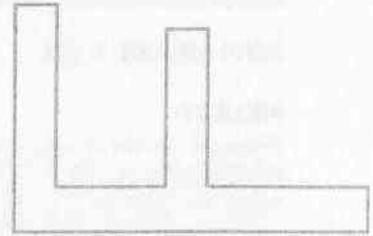
(Witness)

« » _____
(Contractor as Principal) (Seal)

« » _____
(Title)

« » _____
(Surety) (Seal)

« » _____
(Title)



DRAFT 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)
«PWA»
« »

BOND

Date:
(Not earlier than Construction Contract Date)
« »

Amount: \$ « »

Modifications to this Bond: « » None See Section 16

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 Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

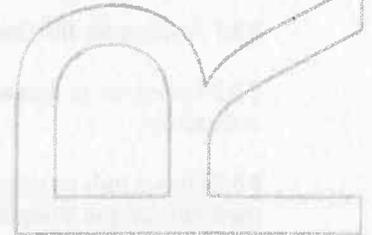
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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

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.



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

§ 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:

« » **SEE ATTACHED RIDER required by Article 11 of the General Conditions of the Contract for Construction**

(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: « » _____

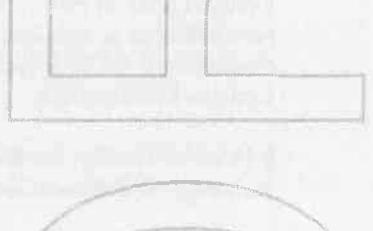
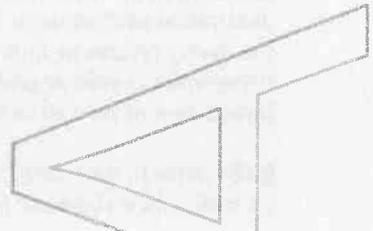
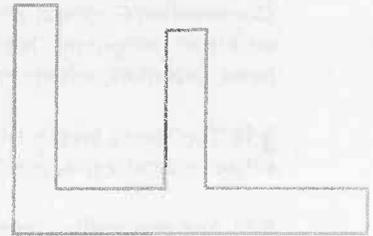
SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: « »« » _____

Address: « » _____



DRAFT AIA Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«PWA»
« »

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:)

« »
« »
« »
« »
« »
« »

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

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

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

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§ 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:

« » **SEE ATTACHED RIDER required by Article 11 of the General Conditions of the Contract for Construction**

(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: « »

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: PROJECT: Ossining Union Free School District APPLICATION NO: 001 DISTRIBUTION TO: OWNER

FROM CONSTRUCTOR: VIA CONSTRUCTION MANAGER: VIA ARCHITECT: PERIOD TO: CONSTRUCTION MANAGER ARCHITECT

CONTRACTOR: CONTRACT DATE: CONTRACTOR ARCHITECT

PROJECT NOS: / / FIELD

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$0.00
- 2. NET CHANGES IN THE WORK..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$0.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)..... \$0.00
- 5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) = \$0.00
 - b. 0 % of Stored Material (Column F on G703) = \$0.00

Total Retainage (Lines 5a + 5b, or Total in Column I on G703)..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 minus Line 5 Total)..... \$0.00

8. CURRENT PAYMENT DUE..... \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)..... \$0.00

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER: By: ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

Date: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this month including Construction Change Directives	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES IN THE WORK	\$0.00	\$0.00

DRAFT AIA® Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.		B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00%	0.00		

DRAFT AIA Document G704™ - 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
PWA

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

DRAFT AIA Document G706™ - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
PWA

ARCHITECT'S PROJECT NUMBER:

TO OWNER: (Name and address)

CONTRACT FOR: General Construction
CONTRACT DATED:

OWNER:
ARCHITECT:
CONTRACTOR:
SURETY:
OTHER:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT AIA Document G706A™ - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

PWA

TO OWNER: *(Name and address)*

ARCHITECT'S PROJECT
NUMBER:

CONTRACT FOR: General
Construction

CONTRACT DATED:

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

*(Signature of authorized
representative)*

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA Document G707™ - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

PWA

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

TO OWNER: *(Name and address)*

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of

(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:

(Seal):

APPENDIX

AHERA Management Plan and 2019 Triennial Re-inspection for Primrose Elementary School

Somers Central School District
Lincolndale, NY 10540

AHERA Management Plan
and
2019 Triennial Re-inspection
for
Somers Central School District
Lincolndale, New York 10540

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

Performed By:

Adelaide Environmental Health Associates, Inc.
1511 Route 22, Suite C-24
Brewster, NY 10509

AHERA Field Work performed By:
David Seddon

Management Plan Prepared By:
Stephanie A. Soter

Dated: July 5, 2019

Somers Central School District
Lincolndale, NY 10540

2

INDEX

Inspection Summary.....3

Listing of ACM Changes in Condition or Presence.....4

Listing of ACM Identified or Added to AHERA.....5

Recommended Response Action.....6

Appendices

 A. ACM Spreadsheet (by Space ID/Location).....8

 B. AHERA Classification Spreadsheet (by ACM Hazard).....13

 C. Drawings/Floor Plans.....18

 D. Personnel Licenses & Certifications.....21

Somers Central School District
Lincolndale, NY 10540

3

INSPECTION SUMMARY

Adelaide Environmental Health Associates, Inc. performed the 2019 AHERA Triennial reinspection of previously-identified Asbestos-containing Materials (ACM) within Primrose Elementary School, located at 110 Primrose Street, Lincolndale, New York, on July 1, 2019. The reinspection included:

- 1) Review of existing AHERA/Management Plans, Asbestos Inspections Reports, Etc.
- 2) Review of recent Asbestos Abatement projects/activities performed.
- 3) Physical reinspection of previously-identified ACM.

The 2019 AHERA Triennial reinspection was completed in conformance with 40 CFR 763.85(b), and was performed by licensed NYS/AHERA Asbestos Inspector(s) David Seddon (Cert. # 09-08546), of Adelaide Environmental Health Associates, Inc. The reinspection findings were reviewed and approved by NYS/AHERA Asbestos Management Planner(s) Stephanie A. Soter (Cert. # 02-04733), of Adelaide Environmental Health Associates, Inc.

As part of the 2019 AHERA Triennial reinspection, a visual inspection of all previously-identified ACM was performed to determine the existing condition and to assess the impact of environmental factors to determine potential for damage and exposure. During the Triennial reinspection, no demolition or dismantling of building components or equipment was completed. No additional samples were collected or analyzed to support the Triennial reinspection. The reinspection included all functional spaces accessible by normal means and therefore, excluded inaccessible and/or concealed components/areas/materials, ie. roofs, roofing materials, crawlspaces, ceiling/wall plenums/chases, boiler/equipment interiors, etc., unless otherwise noted.

Somers Central School District

Lincolndale, NY 10540

LISTING OF ACM CHANGES OF CONDITION OR PRESENCE

The following is a listing of previously-identified Asbestos-containing Materials (ACM) which were observed to have a change of condition or presence during the 2019 AHERA Triennial reinspection:

Space Number	Space Description	ACM	Approx. Quantity	Friable?	Comments
1001	Boiler Room	Pipe Insulation	675 lf	Yes	2 lf Jacket Deteriation, 1 lf Gouged
1001	Boiler Room	Pipe Fitting	152 fittings	Yes	1 Fitting Separated from Listing as per Condition of Material
1001	Boiler Room	Pipe Fitting	1 elbow	Yes	Separated from above Listing - Condition of Material
1002	Gym	Pipe Fitting	3 fittings	Yes	Separated Previous Listing as per Material Condition
1021	Classroom E-1	9"x9" FT & Mastic	675 sf	No	No access to space
1022	Storage Room	9"x9" FT & Mastic	25 sf	No	No access to space
1023	Classroom E-3	9"x9" FT & Mastic	675 sf	No	No access to space
1024	Storage Room	9"x9" FT & Mastic	25 sf	No	No access to space
1025	Classroom E-4	9"x9" FT & Mastic	700 sf	No	No access to space
1026	Storage Room	9"x9" FT & Mastic	25 sf	No	No access to space
1027	Classroom E-2	9"x9" FT & Mastic	675 sf	No	No access to space
1028	Storage Room	9"x9" FT & Mastic	25 sf	No	No access to space
1041	Hallway	9"x9" FT & Mastic	600 sf	No	No access to space
1041A	Closet	Pipe Insulation	1 lf	Yes	No access to space
1041A	Closet	9"x9" FT & Mastic	20 sf	No	No access to space
2015	C-2 Closet	9"x9" FT & Mastic	25 sf	No	Added to 2019 AHERA
2017A	C-3 Closet	9"x9" FT & Mastic	25 sf	No	Added to 2019 AHERA
2019A	C-1 Closet	9"x9" FT & Mastic	25 sf	No	Added to 2019 AHERA
2021A	A-3 Closet	9"x9" FT & Mastic	25 sf	No	Added to 2019 AHERA
2022	A-4 Closet	9"x9" FT & Mastic	25 sf	No	Added to 2019 AHERA
2023	A-3	9"x9" FT	900-8=892	No	8sf Replaced
2029A	B-2 Closet	9"x9" FT & Mastic	25 sf	No	Added to 2019 AHERA
2033A	B-3 Closet	9"x9" FT & Mastic	25 sf	No	Added to 2019 AHERA
2039A	Hallway	9"x9" FT & Mastic	160 sf	No	Added to 2019 AHERA
2039A	Hallway	Pipe Insulation	12 lf	Yes	Added to 2019 AHERA

Somers Central School District
Lincolndale, NY 10540

5

ACM LISTING OF ACM IDENTIFIED OR ADDED TO AHERA

The following Explanation of Table corresponds to the attached ACM Spreadsheets (Appendices A & B) listing ACM present at the time of the 2019 AHERA Triennial reinspection:

Explanation of Table

- (Column 1) Space Number** - Number assigned to each space during previous inspections. Corresponding space numbers can be found on drawings/floor plans located in Appendix C.
- (Column 2) Space Description** – Identifies description of current use of each space.
- (Column 3) Material** – Type of asbestos-containing material within each space.
- (Column 4) Quantity** – Approx. amount of each asbestos-containing material within each space. Listing provided in Linear Footage (lf), Square Footage (sf) or individual unit (ie. elbow, etc.).
- (Column 5) Friable?** – States whether identified ACM is Friable or Not.
- (Column 6) Condition** – Identified current status of identified ACM. Acceptable condition ratings for ACM are as follows: Good, Damaged or Significantly Damaged.
- (Column 7) Accessible?** – States whether identified ACM is accessible or not.
- (Column 8) Change?** – Identifies whether or not a change in ACM status and/or condition has occurred since last inspection.
- (Column 9) Comments** – Field notes or comments pertaining to identified ACM.
- (Column 10) Description of Change** – Type of change.
- (Column 11) AHERA Classification** – Classification numbers range from 1 (least hazardous) to 7 (most hazardous). Classification numbers are assigned based on two factors: 1) ACBM condition and 2) ACBM disturbance potential. These two factors are assessed using “Classifications for Hazard Potential – Decision Tree” and the results are reported as a single classification.
- (Column 12) Recommended Response Action** – Based on AHERA Classification, a letter A thru G is assigned to each ACM. Recommendations for actions associated with the assigned letters are provided in the following section.

Somers Central School District
Lincolndale, NY 10540

6

RECOMMENDED RESPONSE ACTIONS

The following Explanation of Table corresponds to the attached ACM Spreadsheets – “ACM by AHERA Hazard” (Appendix B) listing ACM present at the time of the 2019 AHERA Triennial reinspection:

Explanation of Table

Letter G:

Evacuate or isolate the area if needed. Remove the ACBM (or enclose/encapsulate if sufficient to contain fibers). Repair of thermal system insulation (TSI) is allowed if feasible and safe. O & M required for all friable ACBM.

Letter F:

Evacuate or isolate the area if needed. Remove, enclose, encapsulate or repair to correct damage. Take steps to reduce potential for disturbance. O & M required for all friable ACBM.

Letter E:

Remove, enclose, encapsulate or repair to correct damage. O & M required for all friable ACBM.

Letter D:

Same as hazard rank #5.

Letter C:

Evacuate or isolate the area if needed. Take steps to reduce potential for disturbance. O & M required for all friable ACBM and TSI.

Letter B:

O & M required for all friable ACBM and TSI.

Letter A:

O & M required for all friable ACBM, but measures need not be as extensive as above.

Somers Central School District
Lincolndale, NY 10540

**APPENDIX A: ACM SPREADSHEET
(BY SPACE ID/LOCATION)**

AHERA Triennial 2019
(ACM by Space ID)

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

ACM ABATED ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action
1001	Boiler Room	Tank Insulation	100 sf	Yes	Good	Yes	No		N/A	3	C
1001	Boiler Room	Pipe Insulation	675 lf	Yes	Damaged	Yes	Yes		2. If Jacket Deterioration If Gouged	5	G
1001	Boiler Room	Pipe Fitting	152 fittings	Yes	Good	Yes	Yes		1. Fitting Separated from Listing as per Condition of Material	3	C
1001	Boiler Room	Pipe Fitting	1 elbow	Yes	Sig. Damage	Yes	Yes	Roof Drain Elbow	Separated from above Listing Condition of Material	7	G
1001	Boiler Room	Duct Insulation	750 sf	Yes	Good	Yes	No		N/A	3	C
1001	Boiler Room	Boiler Gasket	90sf	Yes	Good	Yes	No		N/A	3	C
1001A	Receiving Room	Pipe Insulation	1 lf	Yes	Good	Yes	No		N/A	3	C
1001A	Receiving Room	Pipe Fitting	4 fittings	Yes	Good	Yes	No		N/A	3	C
1001C	Bathroom	Pipe Insulation	10 lf	Yes	Good	Yes	No		N/A	3	C
1001C	Bathroom	Pipe Fitting	2 fittings	Yes	Good	Yes	No		N/A	3	C
1001D	Kitchen Hallway Entry	9"x9" FT & Mastic	60 sf	No	Good	Yes	No	Under Blue & White Checkerboard 12"x12" FT	N/A	2	B
1001E	Storage Room	Pipe Insulation	10 lf	Yes	Good	Yes	Yes		Only 4 ft Visible	3	C
1001E	Storage Room	Pipe Fitting	6 fittings	Yes	Good	Yes	No		N/A	3	C
1002	Gym	Pipe Insulation	250 lf	Yes	Good	Yes	No		N/A	3	C
1002	Gym	Pipe Fitting	83 fittings	Yes	Good	Yes	Yes		Separated Previous Listing as per Material Condition	3	C
1002	Gym	Pipe Fitting	3 fittings	Yes	Sig. Damage	Yes	Yes		Separated Previous Listing as per Material Condition	7	G
1003	Gym Storage	9"x9" FT & Mastic	92 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
1003A	Custodial Closet	Pipe Insulation	1 lf	Yes	Good	Yes	No		N/A	3	C
1004	Storage Room	Pipe Insulation	48 lf	Yes	Good	Yes	No		N/A	3	C
1004	Storage Room	Pipe Fitting	13 fittings	Yes	Good	Yes	No		N/A	3	C
1005	Gym Office	9"x9" FT & Mastic	90 sf	No	Good	Yes	No	Gray FT	N/A	2	B
1006	Small Gym	Pipe Insulation	12 lf	Yes	Good	Yes	No		N/A	3	C
1006A	Janitorial Closet	Pipe Insulation	1 lf	Yes	Good	Yes	No		N/A	3	C
1006B	Small Gym Hallway	Pipe Insulation	25 lf	Yes	Good	Yes	No	Above Susp. Ceiling	N/A	3	C
1009	Gym Office	9"x9" FT & Mastic	90 sf	No	Good	Yes	No	Gray FT	N/A	2	B
1010	Old lockers/Storage	Pipe Insulation	60 lf	Yes	Good	Yes	No		N/A	3	C
1010	Old lockers/Storage	Pipe Fitting	5 fittings	Yes	Good	Yes	No		N/A	3	C
1011	Foyer	9"x9" FT & Mastic	90 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B

Conducted: July 1, 2019
Inspector(s): David Seddon
Signature(s): 

AHERA Triennial 2019
(ACM by Space ID)

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

ACM ABATED ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action
1011A	Custodial Closet	Pipe Insulation	8 lf	Yes	Good	Yes	No		N/A	3	C
1011A	Custodial Closet	Pipe Fitting	4 fittings	Yes	Good	Yes	No		N/A	3	C
1012	Classroom F-4	9"x9" FT & Mastic	375 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1012A	Office	9"x9" FT & Mastic	120 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1012B	Office	9"x9" FT & Mastic	200 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1012C	Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1013	Classroom F-3	9"x9" FT & Mastic	450 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1014	Classroom F-1	9"x9" FT & Mastic	850 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1014A	Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1014B	Office	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1017	Classroom F-1B	9"x9" FT & Mastic	450 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1019	Classroom F-2	9"x9" FT & Mastic	625 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1019A	Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1020	Post Office	9"x9" FT & Mastic	160 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1021	Classroom E-1	9"x9" FT & Mastic	675 sf	No	Good	No	No	Under Light Blue 12'x12' FT		2	B
1022	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No	Under Light Blue 12'x12' FT		2	B
1023	Classroom E-3	9"x9" FT & Mastic	675 sf	No	Good	No	No		No access to space - Area floor stripping and waxing taking place	2	B
1024	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No			2	B
1025	Classroom E-4	9"x9" FT & Mastic	700 sf	No	Good	No	No			2	B
1026	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No			2	B
1027	Classroom E-2	9"x9" FT & Mastic	675 sf	No	Good	No	No			2	B
1028	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No			2	B
1029	Classroom D-2	9"x9" FT & Mastic	675 sf	No	Good	Yes	No	Linoleum Over Carpet	N/A	2	B
1030	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1031	Classroom D-4	9"x9" FT & Mastic	675 sf	No	Good	Yes	No		N/A	2	B
1032	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B
1033	Classroom D-3	9"x9" FT & Mastic	675 sf	No	Good	Yes	No		N/A	2	B
1034	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B
1035	Classroom D-1	9"x9" FT & Mastic	675 sf	No	Good	Yes	No		N/A	2	B
1036	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B
1037	Hallway	9"x9" FT & Mastic	550 sf	No	Good	Yes	Yes	Under 12'x12' FT	No Longer Under Carpet	2	B
1037A	Closet	9"x9" FT & Mastic	20 sf	No	Good	Yes	No	Gray FT	N/A	2	B
1037D	Custodial Closet	Pipe Fitting	7 fittings	Yes	Good	Yes	No		N/A	3	C
1037E	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Gray FT	N/A	2	B

AHERA Triennial 2019
(ACM by Space ID)

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

ACM ABATED ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action
1038	Hallway	9"x9" FT & Mastic	320 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
1039	Hallway	9"x9" FT & Mastic	850 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
1040	Hallway	9"x9" FT & Mastic	600 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
1040A	Storage Room	9"x9" FT & Mastic	20 sf	No	Good	Yes	No		N/A	2	B
1041	Hallway	9"x9" FT & Mastic	600 sf	No	Good	No	Yes	Under 12"x12" FT	No access to space - Area floor striping and waxing taking place	2	B
1041A	Closet	Pipe Insulation	1 lf	Yes	Good	No	No			3	C
1041A	Closet	9"x9" FT & Mastic	20 sf	No	Good	No	No			2	B
2001	K-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2005	K-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2007	K-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2013	C-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2015	C-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2015	C-2 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2016A	C-6 Closet	9"x9" FT & Mastic	10 sf	No	Good	Yes	No		N/A	2	B
2017	C-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2017A	C-3 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2019	C-1	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2019A	C-1 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2021	A-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Light Blue 12"x12" FT	N/A	2	B
2021A	A-3 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2022	A-4 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2023	A-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Gray FT	N/A	2	B
2023	A-3	9"x9" FT	900-B=	No	Good	Yes	Yes	85f Replaced	N/A	2	B
2025	A-1	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Linoleum Over Carpet	N/A	2	B
2025A	A-1 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Gray FT	N/A	2	B
2027	A-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Gray FT	N/A	2	B
2029	B-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2029A	B-2 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes	Under 12"x12" FT	Added to 2019 AHERA	2	B
2031	B-1	9"x9" FT & Mastic	900 sf	No	Good	Yes	No		N/A	2	B
2031A	B-6	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B
2033	B-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2033A	B-3 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Gray 12"x12" FT	Added to 2019 AHERA	2	B
2035	B-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2035A	B-4 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2036A	B-4 Bathroom	Pipe Insulation	10 lf	Yes	Good	Yes	No	Above Susp. Ceiling	N/A	3	C
2036A	B-4 Bathroom	Pipe Fitting	5 fittings	Yes	Good	Yes	No	Above Susp. Ceiling	N/A	3	C

Conducted: July 1, 2019

Inspector(s): David Seddon

Signature(s):



AHERA Triennial 2019
(ACM by Space ID)

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

ACM ABATED ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action
2037	Storage behind Stage	Pipe Insulation	20 lf	Yes	Good	Yes	No		N/A	3	C
2037	Storage behind Stage	9"x9" FT & Mastic	600 sf	No	Good	Yes	No	Beige FT	N/A	2	B
2038	Stage	Pipe Insulation	100 lf	Yes	Good	Yes	No		N/A	3	C
2038	Stage	Pipe Fitting	15 fittings	Yes	Good	Yes	No		N/A	3	C
2038	Stage	Light Wiring	100 sf	No	Good	Yes	No		N/A	2	B
2038	Stage	9"x9" FT & Mastic	2000 sf	No	Good	Yes	No	Under Black 12"x12" FT	N/A	2	B
2039	Side Area Off Stage	Pipe Insulation	26 lf	Yes	Good	Yes	No		N/A	3	C
2039	Side Area Off Stage	Pipe Fitting	3 fittings	Yes	Good	Yes	No		N/A	3	C
2039	Side Area Off Stage	9"x9" FT & Mastic	360 sf	No	Good	Yes	No	Portions Under Carpet	N/A	2	B
2039A	Hallway	9"x9" FT & Mastic	160 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2039A	Hallway	Pipe Insulation	12 lf	Yes	Good	Yes	Yes		Added to 2019 AHERA	3	C
2040	Partitioned Area	9"x9" FT & Mastic	60 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2041	Cafeteria	Pipe Insulation	30 sf	Yes	Damaged	Yes	No	Above Susp. Ceiling	N/A	5	F
2041	Cafeteria	Pipe Fitting	1 elbow	Yes	Sig. Damage	Yes	No	Above Susp. Ceiling	N/A	7	G
2041	Cafeteria	Light Wiring	8 sf	No	Good	Yes	No		N/A	2	A
2041	Cafeteria	9"x9" FT & Mastic	3600 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2042	Custodial Closet	Vibration Isolator	12 sf	Yes	Good	Yes	No		N/A	3	B
2042	Custodial Closet	Pipe Insulation	2 lf	Yes	Good	Yes	No		N/A	3	C
2042	Custodial Closet	Pipe Fitting	3 fittings	Yes	Good	Yes	No		N/A	3	C
2043	Cafeteria Kitchen	Pipe Insulation	25 lf	Yes	Good	Yes	No		N/A	3	C
2043	Cafeteria Kitchen	9"x9" FT & Mastic	1300 sf	No	Good	Yes	No	Under Blue & White Checkerboard 12"x12" FT	N/A	2	B
2044	Library	9"x9" FT & Mastic	3200 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
2046	Storage Room	9"x9" FT & Mastic	300 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2047	Computer Lab	9"x9" FT & Mastic	600 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
2049	Offices	9"x9" FT & Mastic	150 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
2052A	Safe	9"x9" FT & Mastic	70 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2053	Hallway	9"x9" FT & Mastic	250 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2054	Hallway	9"x9" FT & Mastic	2600 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2055	Hallway	9"x9" FT & Mastic	900 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2056	Hallway/Resource Room	9"x9" FT & Mastic	500 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2057	Hallway	9"x9" FT & Mastic	500 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2058	Hallway	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2059	Hallway	9"x9" FT & Mastic	500 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2060	Hallway	9"x9" FT & Mastic	500 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B

AHERA Triennial 2019
 (ACM by Space ID)

Primrose Elementary School
 110 Primrose Street
 Lincolnale, NY 10540

ACM ABATED ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response/Action
3001	Fan Room (above stage)	Vibration Isolator	5 sf	Yes	Good	Yes	No		N/A	3	B
3001	Fan Room (above stage)	Pipe Insulation	50 lf	Yes	Good	Yes	No		N/A	3	C
3001	Fan Room (above stage)	Pipe Fitting	5 fittings	Yes	Good	Yes	No		N/A	3	C
CRWL	Crawl space/tunnels	Tank Insulation	200 sf	Yes	Damaged	Yes	No		N/A	5	F
CRWL	Crawl space/tunnels	Pipe Insulation	3200 lf	Yes	Damaged	Yes	No		N/A	5	F
CRWL	Crawl space/tunnels	Pipe Fitting	320 fittings	Yes	Damaged	Yes	No		N/A	5	F

Conducted: July 1, 2019
 Inspector(s): David Seddon
 Signature(s): 

Somers Central School District
Lincolndale, NY 10540

**APPENDIX B: AHERA CLASSIFICATION SPREADSHEET
(BY ACM HAZARD)**

AHERA Triennial 2019
(ACM by AHERA Hazard)

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action
1001	Boiler Room	Pipe Fitting	1 elbow	Yes	Sig. Damage	Yes	Yes	Roof Drain Elbow	Separated from above Listing - Condition of Material	7	G
1002	Gym	Pipe Fitting	3 fittings	Yes	Sig. Damage	Yes	Yes		Separated Previous Listing as per Material Condition	7	G
2041	Cafeteria	Pipe Fitting	1 elbow	Yes	Sig. Damage	Yes	No	Above Susp. Ceiling	N/A	7	G
2041	Cafeteria	Pipe Insulation	30 sf	Yes	Damaged	Yes	No	Above Susp. Ceiling	N/A	5	F
CRWL	Crawl space/tunnels	Tank Insulation	200 sf	Yes	Damaged	Yes	No		N/A	5	F
CRWL	Crawl space/tunnels	Pipe Insulation	3200 lf	Yes	Damaged	Yes	No		N/A	5	F
CRWL	Crawl space/tunnels	Pipe Fitting	320 fittings	Yes	Damaged	Yes	No		N/A	5	F
1001	Boiler Room	Pipe Insulation	675 lf	Yes	Damaged	Yes	Yes		2 lf Jacket Deterioration If Gouged	1	G
2042	Custodial Closet	Vibration Isolator	12 sf	Yes	Good	Yes	No		N/A	3	B
3001	Fan Room (above stage)	Vibration Isolator	5 sf	Yes	Good	Yes	No		N/A	3	B
1001	Boiler Room	Tank Insulation	100 sf	Yes	Good	Yes	No		N/A	3	C
1001	Boiler Room	Pipe Fitting	152 fittings	Yes	Good	Yes	Yes		1 Fitting Separated from Listing as per Condition of Material	3	C
1001	Boiler Room	Duct Insulation	750 sf	Yes	Good	Yes	No		N/A	3	C
1001	Boiler Room	Boiler Gasket	90sf	Yes	Good	Yes	No		N/A	3	C
1001A	Receiving Room	Pipe Insulation	1 lf	Yes	Good	Yes	No		N/A	3	C
1001A	Receiving Room	Pipe Fitting	4 fittings	Yes	Good	Yes	No		N/A	3	C
1001C	Bathroom	Pipe Insulation	10 lf	Yes	Good	Yes	No		N/A	3	C
1001C	Bathroom	Pipe Fitting	2 fittings	Yes	Good	Yes	No		N/A	3	C
1001E	Storage Room	Pipe Insulation	10 lf	Yes	Good	Yes	Yes		Only 4 lf Visible	3	C
1001E	Storage Room	Pipe Fitting	6 fittings	Yes	Good	Yes	No		N/A	3	C
1002	Gym	Pipe Insulation	250 lf	Yes	Good	Yes	No		N/A	3	C
1002	Gym	Pipe Fitting	33 fittings	Yes	Good	Yes	Yes		Separated Previous Listing as per Material Condition	3	C
1003A	Custodial Closet	Pipe Insulation	1 lf	Yes	Good	Yes	No		N/A	3	C
1004	Storage Room	Pipe Insulation	48 lf	Yes	Good	Yes	No		N/A	3	C
1004	Storage Room	Pipe Fitting	13 fittings	Yes	Good	Yes	No		N/A	3	C
1006	Small Gym	Pipe Insulation	12 lf	Yes	Good	Yes	No		N/A	3	C
1006A	Janitorial Closet	Pipe Insulation	1 lf	Yes	Good	Yes	No		N/A	3	C
1006B	Small Gym Hallway	Pipe Insulation	25 lf	Yes	Good	Yes	No	Above Susp. Ceiling	N/A	3	C

Conducted: July 1, 2019

Inspector(s): David Seddon

Signature(s):



ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action
1010	Old lockers/Storage	Pipe Insulation	60 lf	Yes	Good	Yes	No		N/A	3	C
1010	Old lockers/Storage	Pipe Fitting	5 fittings	Yes	Good	Yes	No		N/A	3	C
1011A	Custodial Closet	Pipe Insulation	8 lf	Yes	Good	Yes	No		N/A	3	C
1011A	Custodial Closet	Pipe Fitting	4 fittings	Yes	Good	Yes	No		N/A	3	C
1037D	Custodial Closet	Pipe Fitting	7 fittings	Yes	Good	Yes	No		N/A	3	C
1041A	Closet	Pipe insulation	1 lf	Yes	Good	No	No		No access to space - Area floor stripping and waxing taking place	3	C
2036A	B-4 Bathroom	Pipe Insulation	10 lf	Yes	Good	Yes	No	Above Susp. Ceiling	N/A	3	C
2036A	B-4 Bathroom	Pipe Fitting	5 fittings	Yes	Good	Yes	No	Above Susp. Ceiling	N/A	3	C
2037	Storage behind Stage	Pipe Insulation	20 lf	Yes	Good	Yes	No		N/A	3	C
2038	Stage	Pipe Insulation	100 lf	Yes	Good	Yes	No		N/A	3	C
2038	Stage	Pipe Fitting	15 fittings	Yes	Good	Yes	No		N/A	3	C
2039	Side Area Off Stage	Pipe Insulation	26 lf	Yes	Good	Yes	No		N/A	3	C
2039	Side Area Off Stage	Pipe Fitting	3 fittings	Yes	Good	Yes	No		N/A	3	C
2039A	Hallway	Pipe insulation	12 lf	Yes	Good	Yes	Yes		Added to 2019 AHERA	3	C
2042	Custodial Closet	Pipe Insulation	2 lf	Yes	Good	Yes	No		N/A	3	C
2042	Custodial Closet	Pipe Fitting	3 fittings	Yes	Good	Yes	No		N/A	3	C
2043	Cafeteria Kitchen	Pipe Insulation	25 lf	Yes	Good	Yes	No		N/A	3	C
3001	Fan Room (above stage)	Pipe Insulation	50 lf	Yes	Good	Yes	No		N/A	3	C
3001	Fan Room (above stage)	Pipe Fitting	5 fittings	Yes	Good	Yes	No		N/A	3	C
2041	Cafeteria	Light Wiring	8 sf	No	Good	Yes	No		N/A	2	A
1001D	Kitchen Hallway Entry	9"x9" FT & Mastic	60 sf	No	Good	Yes	No	Under Blue & White Checkerboard 12"x12" FT	N/A	2	B
1003	Gym Storage	9"x9" FT & Mastic	92 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
1005	Gym Office	9"x9" FT & Mastic	90 sf	No	Good	Yes	No	Gray FT	N/A	2	B
1009	Gym Office	9"x9" FT & Mastic	90 sf	No	Good	Yes	No	Gray FT	N/A	2	B
1011	Foyer	9"x9" FT & Mastic	90 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
1012	Classroom F-4	9"x9" FT & Mastic	375 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1012A	Office	9"x9" FT & Mastic	120 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1012B	Office	9"x9" FT & Mastic	200 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1012C	Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1013	Classroom F-3	9"x9" FT & Mastic	450 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
1014	Classroom F-1	9"x9" FT & Mastic	850 sf	No	Good	Yes	No	Under Carpet	N/A	2	B

Conducted: July 1, 2019
Inspector(s): David Seddon
Signature(s): 

AHERA Triennial 2019
(ACM by AHERA Hazard)

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action	
1014A	Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B	
1014B	Office	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B	
1017	Classroom F-1B	9"x9" FT & Mastic	450 sf	No	Good	Yes	No	Under Carpet	N/A	2	B	
1019	Classroom F-2	9"x9" FT & Mastic	625 sf	No	Good	Yes	No	Under Carpet	N/A	2	B	
1019A	Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet	N/A	2	B	
1020	Post Office	9"x9" FT & Mastic	160 sf	No	Good	Yes	No	Under Carpet	N/A	2	B	
1021	Classroom E-1	9"x9" FT & Mastic	675 sf	No	Good	No	No	Under Light Blue 12"x12" FT	No access to space - Area floor stripping and waxing taking place	2	B	
1022	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No	Under Light Blue 12"x12" FT		2	B	
1023	Classroom E-3	9"x9" FT & Mastic	675 sf	No	Good	No	No			2	B	
1024	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No			2	B	
1025	Classroom E-4	9"x9" FT & Mastic	700 sf	No	Good	No	No			2	B	
1026	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No			2	B	
1027	Classroom E-2	9"x9" FT & Mastic	675 sf	No	Good	No	No			2	B	
1028	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	No	No			2	B	
1029	Classroom D-2	9"x9" FT & Mastic	675 sf	No	Good	Yes	No	Linoleum Over Carpet		N/A	2	B
1030	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under Carpet		N/A	2	B
1031	Classroom D-4	9"x9" FT & Mastic	675 sf	No	Good	Yes	No		N/A	2	B	
1032	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B	
1033	Classroom D-3	9"x9" FT & Mastic	675 sf	No	Good	Yes	No		N/A	2	B	
1034	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B	
1035	Classroom D-1	9"x9" FT & Mastic	675 sf	No	Good	Yes	No		N/A	2	B	
1036	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B	
1037	Hallway	9"x9" FT & Mastic	550 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B	
1037A	Closet	9"x9" FT & Mastic	20 sf	No	Good	Yes	No	Gray FT	N/A	2	B	
1037E	Storage Room	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Gray FT	N/A	2	B	
1038	Hallway	9"x9" FT & Mastic	320 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B	
1039	Hallway	9"x9" FT & Mastic	850 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B	
1040	Hallway	9"x9" FT & Mastic	600 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B	
1040A	Storage Room	9"x9" FT & Mastic	20 sf	No	Good	Yes	No		N/A	2	B	
1041	Hallway	9"x9" FT & Mastic	600 sf	No	Good	No	Yes	Under 12"x12" FT	No access to space - Area floor stripping and waxing taking place	2	B	
1041A	Closet	9"x9" FT & Mastic	20 sf	No	Good	No	No			2	B	
2001	K-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B	

Conducted: July 1, 2019

Inspector(s): David Seddon

Signature(s): 

ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	AHERA Classification	Recommended Response Action
2005	K-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2007	K-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2013	C-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2015	C-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2015	C-2 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2016A	C-6 Closet	9"x9" FT & Mastic	10 sf	No	Good	Yes	No		N/A	2	B
2017	C-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2017A	C-3 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2019	C-1	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2019A	C-1 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2021	A-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Light Blue 12"x12" FT	N/A	2	B
2021A	A-3 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2022	A-4 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2023	A-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Gray FT	N/A	2	B
2023A	A-3	9"x9" FT	900 B=	No	Good	Yes	Yes	8sf Replaced	N/A	2	B
2025	A-1	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Linoleum Over Carpet	N/A	2	B
2025A	A-1 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Gray FT	N/A	2	B
2027	A-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Gray FT	N/A	2	B
2027A	A-2	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2029A	B-2 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	Yes	Under 12"x12" FT	Added to 2019 AHERA	2	B
2031	B-1	9"x9" FT & Mastic	900 sf	No	Good	Yes	No		N/A	2	B
2031A	B-6	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		N/A	2	B
2033	B-3	9"x9" FT & Mastic	900 sf	No	Good	Yes	No		N/A	2	B
2033A	B-3 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No		Added to 2019 AHERA	2	B
2035	B-4	9"x9" FT & Mastic	900 sf	No	Good	Yes	No	Under Gray 12"x12" FT	N/A	2	B
2035A	B-4 Closet	9"x9" FT & Mastic	25 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2037	Storage behind Stage	9"x9" FT & Mastic	600 sf	No	Good	Yes	No	Beige FT	N/A	2	B
2038	Stage	Light Wiring	100 sf	No	Good	Yes	No		N/A	2	B
2038B	Stage	9"x9" FT & Mastic	2000 sf	No	Good	Yes	No	Under Black 12"x12" FT	N/A	2	B
2039	Side Area Off Stage	9"x9" FT & Mastic	360 sf	No	Good	Yes	No	Portions Under Carpet	N/A	2	B
2039A	Hallway	9"x9" FT & Mastic	160 sf	No	Good	Yes	Yes		Added to 2019 AHERA	2	B
2040	Partitioned Area	9"x9" FT & Mastic	60 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2041	Cafeteria	9"x9" FT & Mastic	3600 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2043	Cafeteria Kitchen	9"x9" FT & Mastic	1300 sf	No	Good	Yes	No	Under Blue & White Checkerboard 12"x12" FT	N/A	2	B
2044	Library	9"x9" FT & Mastic	3200 sf	No	Good	Yes	No	Under Carpet	N/A	2	B

Conducted: July 1, 2019
Inspector(s): David Seddon
Signature(s): 

ASHERA Triennial 2019
 (ACM by ASHERA Hazard)

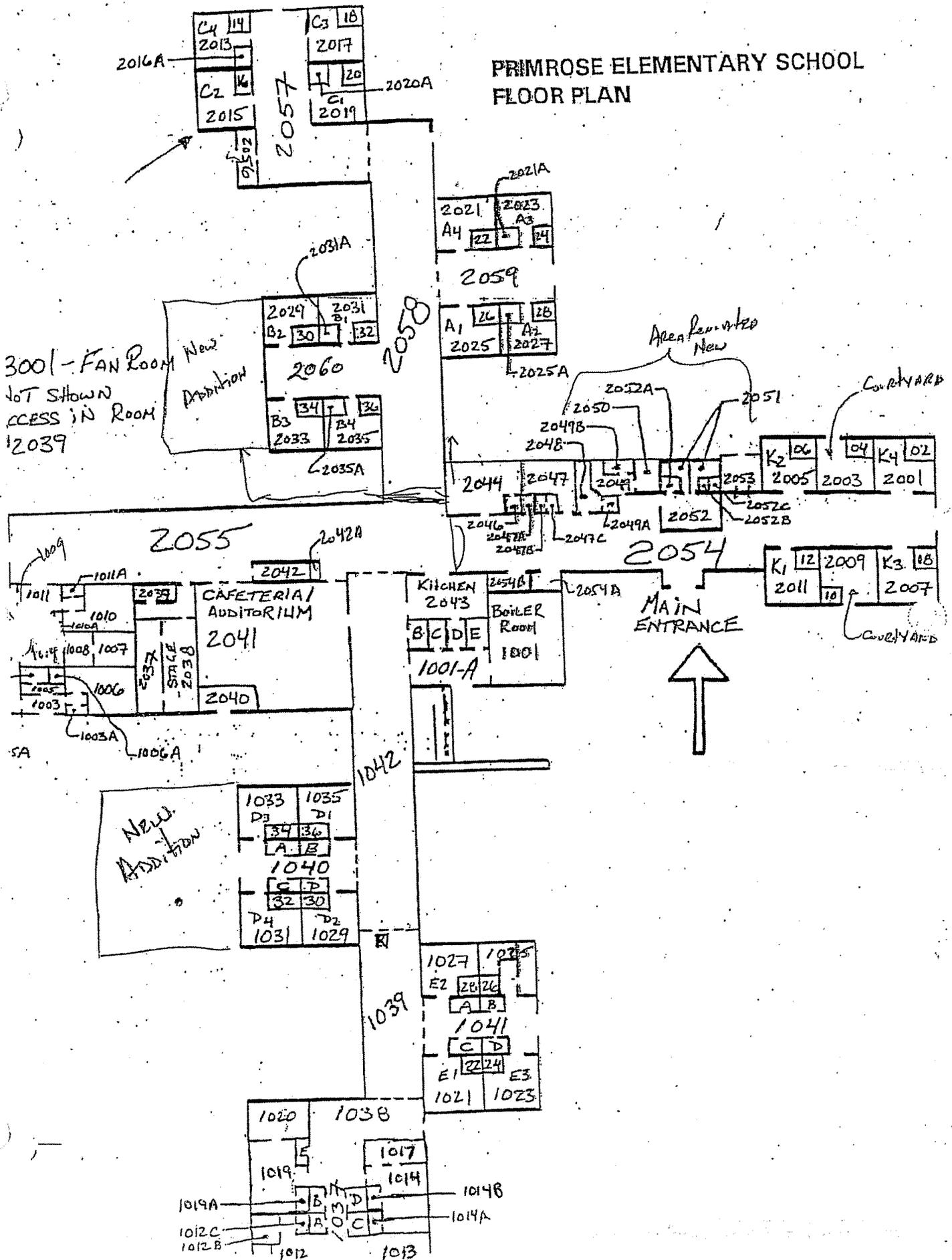
ACM CHANGE

Space Number	Space Description	Material	Quantity	Friable?	Condition	Accessible?	Change?	Comments	Description of Change	ASHERA Classification	Recommended Response Action
2046	Storage Room	9'x9" FT & Mastic	300 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2047	Computer Lab	9'x9" FT & Mastic	600 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
2049	Offices	9'x9" FT & Mastic	150 sf	No	Good	Yes	No	Under Carpet	N/A	2	B
2052A	Safe	9'x9" FT & Mastic	70 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2053	Hallway	9'x9" FT & Mastic	250 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2054	Hallway	9'x9" FT & Mastic	2600 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2055	Hallway	9'x9" FT & Mastic	900 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2056	Hallway/Resource Room	9'x9" FT & Mastic	500 sf	No	Good	Yes	No	Under 12"x12" FT	N/A	2	B
2057	Hallway	9'x9" FT & Mastic	500 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2058	Hallway	9'x9" FT & Mastic	25 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2059	Hallway	9'x9" FT & Mastic	500 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B
2060	Hallway	9'x9" FT & Mastic	500 sf	No	Good	Yes	Yes	Under 12"x12" FT	No Longer Under Carpet	2	B

Somers Central School District
Lincolndale, NY 10540

APPENDIX C: DRAWINGS/FLOOR PLANS

PRIMROSE ELEMENTARY SCHOOL FLOOR PLAN



Somers Central School District
Lincolndale, NY 10540

APPENDIX D: PERSONNEL LICENSES & CERTIFICATIONS

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Adelaide Environmental Health Associates, Inc.
Suite G24
1511 Route 22
Brewster, NY 10509

FILE NUMBER: 99-0656
LICENSE NUMBER: 29305
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 07/03/2018
EXPIRATION DATE: 07/31/2019

Duly Authorized Representative – John Soter

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S.



DAVID SEDDON
CLASS(EXPIRES)
C ATEC(12/19) D INSP(12/19)
E MGPL(12/19) H PM (12/19)

CERT# 09-08546
DMV# 879533539

MUST BE CARRIED ON ASBESTOS PROJECTS

REPRODUCTION PROHIBITED



01213 004874201 90

EYES BRO
HAIR BRO
HGT 5' 10"

IF FOUND RETURN TO:
NYS DOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

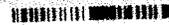
N.Y.S.



STEPHANIE A SOTER
CLASS(EXPIRES)
D INSP(07/19) E MGPL(07/19)

CERT# 02-04733
DMV# 994166180

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 00486939 16

EYES BRO
HAIR BLN
HGT 5' 03"

IF FOUND RETURN TO:
NYSOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240



Quality Environmental Solutions & Technologies, Inc.

**PRE-CONSTRUCTION ENVIRONMENTAL SURVEY REPORT
FOR
ASBESTOS-CONTAINING MATERIALS (ACM)
LEAD-BASED PAINTS (LBP)**

**Prepared for:
SOMERS CSD
250 US-202
Somers, NY 10589**

at

**PRIMROSE ELEMENTARY SCHOOL
110 Primrose Street
Lincolndale, NY 10540
UNIT VENTILATOR AC REPLACEMENT**

August 11, 2022

QuES&T Project #22-4786

QuES&T

Quality Environmental Solutions & Technologies, Inc.

August 11, 2022

Somers CSD

250 US-202
Somers, NY 10589

ATTN: Mr. Anthony D'Amato

Via E-mail: adamato@somersschools.org

Re: Primrose Elementary School – Unit Ventilator AC Replacement
Pre-Construction Environmental Survey Report
QuES&T Project #22-4786

Dear Mr. D'Amato,

Attached is the Pre-Construction Environmental Survey Report for Asbestos-containing Materials (ACM) & Lead-Based Paints (LBP) identified throughout areas included within the above-referenced project by **Quality Environmental Solutions & Technologies, Inc. (QuES&T)**. The inspection included visual assessment of the locations in question, and representative sampling, as required, in compliance with the requirements of all applicable federal, state, and local regulations.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist Somers CSD in the environmental services area.

Sincerely,



Jonathan Mages
Field & Technical Services



NYS/AHERA Inspector/Project Monitor
Cert. #AH 18-53364
NYS Mold Assessor
Cert# MA01522

QuES&T

Quality Environmental Solutions & Technologies, Inc.

TABLE OF CONTENTS

EXECUTIVE SUMMARY		Page 1
1.0 INTRODUCTION		Page 1 - 2
2.0 ASBESTOS SURVEY		Page 2 - 3
2.1	Inspection Summary	
2.2	Sample Collection & Analytical Procedures	
2.3	Identified Asbestos-containing Materials (ACM)	
3.0 LEAD-BASED PAINT SURVEY		Page 4
3.1	Inspection Summary	
3.2	Identified Lead-based Paints (LBP)	
4.0 RECOMMENDATIONS		Page 4 - 6
4.1	Asbestos	
4.2	Lead	
5.0 DISCLAIMERS		Page 6
Table I	Identified Asbestos-containing Materials (ACM)	Page 3
Table II	Identified Lead-based Paints (LBP)	Page 4
Appendix A	ACM Location Drawings & Photos	
Appendix B	Asbestos Sample Results & Sample Locations	
Appendix C	Lead Based Paint Photos & XRF Analytical Data	
Appendix D	Personnel Licenses & Certifications	

EXECUTIVE SUMMARY

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) was retained by Somers CSD to conduct a Pre-Construction Environmental Survey for the presence of Asbestos-containing Materials (ACM) & Lead-based Paints (LBP) in support of the Somers CSD Unit Ventilator AC Replacement Project at Primrose Elementary School.

The surveys included a visual inspection/assessment for suspect hazardous material(s), as detailed above, which are likely to be affected by planned demolition/renovations/construction activities. Inspection and sampling were limited to areas/materials slated for demolition/renovation/construction.

The survey was conducted by **QuES&T** personnel on July 19, 2022. Asbestos & Lead inspections and/or sampling was conducted by NYSDOL Asbestos Inspector(s) Mr. Jonathan Mages (Cert. #AH 18-53364) and Mr. Nicholas Salerno (AH# 16-10991). The lead survey was conducted by EPA Certified Lead Inspector and Niton Certified XRF Technician Mr. Nicholas Salerno (Cert. #LBP-1-1210690-1) utilizing X-Ray Fluorescence Technology (XRF).

ASBESTOS

Laboratory analysis and/or existing sampling data indicated the following materials as Asbestos-containing Materials (greater than 1% asbestos) (**Refer to Table I & Appendix A for details and locations**)

PRIMROSE ELEMENTARY SCHOOL

- **Server Room 22C, Floor, 9” x 9” Floor Tile & Associated Mastic**
- **Fan Room, on Pipes, Pipe Insulation & Mudded Joints/Fittings/Elbows/Etc.**

LEAD

Based on review of the data generated by the Niton XLp-300A XRF Spectrum Analyzer, the following surfaces within the scope of work were identified as lead-based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter) (**Refer to Table II & Appendix B for details**):

PRIMROSE ELEMENTARY SCHOOL

- **Copy Room & Server Room 22C Structural Beams (white).**
- **Fan Room Support Beams (red).**

It should be noted that several components evaluated did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, “Lead Exposure in Construction” (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

1.0 INTRODUCTION:

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) performed a Pre-Construction Environmental Survey for the presence of Asbestos-containing Materials (ACM) & Lead-based Paint (LBP) in conformance with the requirements of all applicable federal, state, and local regulations. The survey included a visual inspection/assessment, and representative sampling of suspect hazardous materials, as required, throughout accessible interior and exterior locations to be affected by future construction at Primrose Elementary School.

Certified **QuES&T** personnel, Mr. Jonathan Mages & Mr. Nicholas Salerno conducted field inspection(s) on July 19, 2022. The inspection scope was established based on review of work scope drawings provided by H2M Architects & Engineers.

QuES&T established functional spaces based either on physical barriers (i.e. walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and/or condition, as applicable, of all accessible installed building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM, and/or LBP concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey.

Homogenous material types were established based on appearance, color and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

2.0 ASBESTOS SURVEY:

2.1 INSPECTION SUMMARY

QuES&T performed a Pre-Construction Environmental Survey, in conformance with Title 12 NYCRR Part 56-5.1, for Somers CSD in support of the Unit Ventilator AC Replacement Project: at Primrose Elementary School. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible interior and exterior locations to be affected by future renovations, as detailed above. Results and findings from previous inspections conducted by **QuES&T** were utilized in this inspection.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB), Polarized Light Microscopy (PLM-SM-V) as required and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

2.2 SAMPLE COLLECTION & ANALYTIAL PROCEDURES

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials – Joint Compound, Sheetrock, Concrete Block & Mortar, Brick & Mortar.
- Flooring Materials – Floor Tile & Mastics (multiple), Concrete Slab.
- Thermal System Insulation Materials (TSI) – Pipe Insulation, Mudded Joint Packing.
- Miscellaneous Materials – Cove Base Molding & Adhesive, Damper Cloth.

Certified **QuES&T** personnel (Appendix C), Mr. Jonathan Mages (Cert. #AH 18-53364) & Mr. Nicholas Salerno (Cert. #AH 16-10991) performed visual assessments throughout interior and exterior construction areas. A total of fifty (**50**) samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Twenty-two (**22**) samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials. Sixteen (**16**) samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and twelve (**12**) samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

2.3 IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM)

IDENTIFIED ACM

SOMERS CSD:
 PRIMROSE ELEMENTARY SCHOOL
(Refer to Appendix A for details)

KEY: **ACM** = Materials containing greater than 1% of asbestos.
LF = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials.
Friable = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed or exposed by hand-pressure.

Location	Material	Approximate Quantity	Friable?	Condition
PRIMROSE ELEMENTARY SCHOOL				
Server Room 22C, Floor, on Concrete	Floor Tile & Mastic	85 SF	No	Good
Fan Room, on Pipes & Fittings	Pipe Insulation & Mudded Joint Packing/Fittings/Elbows/Etc.	100 LF	Yes	Good

3.0 LEAD SURVEY:

3.1 INSPECTION SUMMARY

QuES&T conducted a Limited Pre-Construction Lead Survey, utilizing X-Ray Fluorescence Technology (XRF), throughout specific interior locations of Primrose Elementary School in support of the Unit Ventilator AC Replacement Project. The survey was limited to specific accessible, representative building components & immovable objects, potentially affected by scheduled renovation/construction activities.

Niton-certified XRF Technician(s) Nicholas Salerno of QuES&T, collected a total of twenty-seven (27) samples (including calibrations) between the dates of July 19, 2022.

3.2 IDENTIFIED LEAD-BASED PAINT(S) (LBP)

Based on review of the data generated by the Niton XLp-300A XRF Spectrum Analyzer, the following surfaces tested were identified as lead-based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

<u>TABLE I: IDENTIFIED LEAD-BASED PAINT</u>					
SOMERS CSD:					
PRIMROSE ELEMENTARY SCHOOL					
<u>(CONSTRUCTION AREAS)</u>					
Location	LBP Component	Substrate	Color	LBP Condition	Quantity
PRIMROSE ELEMENTARY SCHOOL					
Copy Room & Server Room 22C	Structural Beams	Metal	White	Intact	400 SF
Fan Room	Support Beams	Metal	Red	Intact	200 SF
NOTE: Locations and quantities of identified LBPs are limited to areas potentially affected by future construction activities. Surfaces/components with LBP's may exist in other spaces not included in this scope of work.					

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

4.0 RECOMMENDATIONS:

4.1 ASBESTOS

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel is adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part...All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM...Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

4.2 LEAD

In addition to any identified Lead-based Paints (LBP), several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as LBP and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

Activities involving the disturbance of LBP in homes, child-occupied facilities, and/or pre-schools built before 1978 must follow the requirements outlined by EPA regulations (40 CFR 745).

In areas where demolition and/or renovations are to occur and lead is present, the demolition debris waste stream should be further analyzed during segregation for compliance with EPA regulations to ensure proper disposal. TCLP testing can be performed prior to waste segregation, but results may not be indicative of the actual waste streams produced during demolition.

5.0 DISCLAIMERS

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T**. These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This inspection report is not intended to be used as the sole basis for soliciting pricing for regulated materials abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.

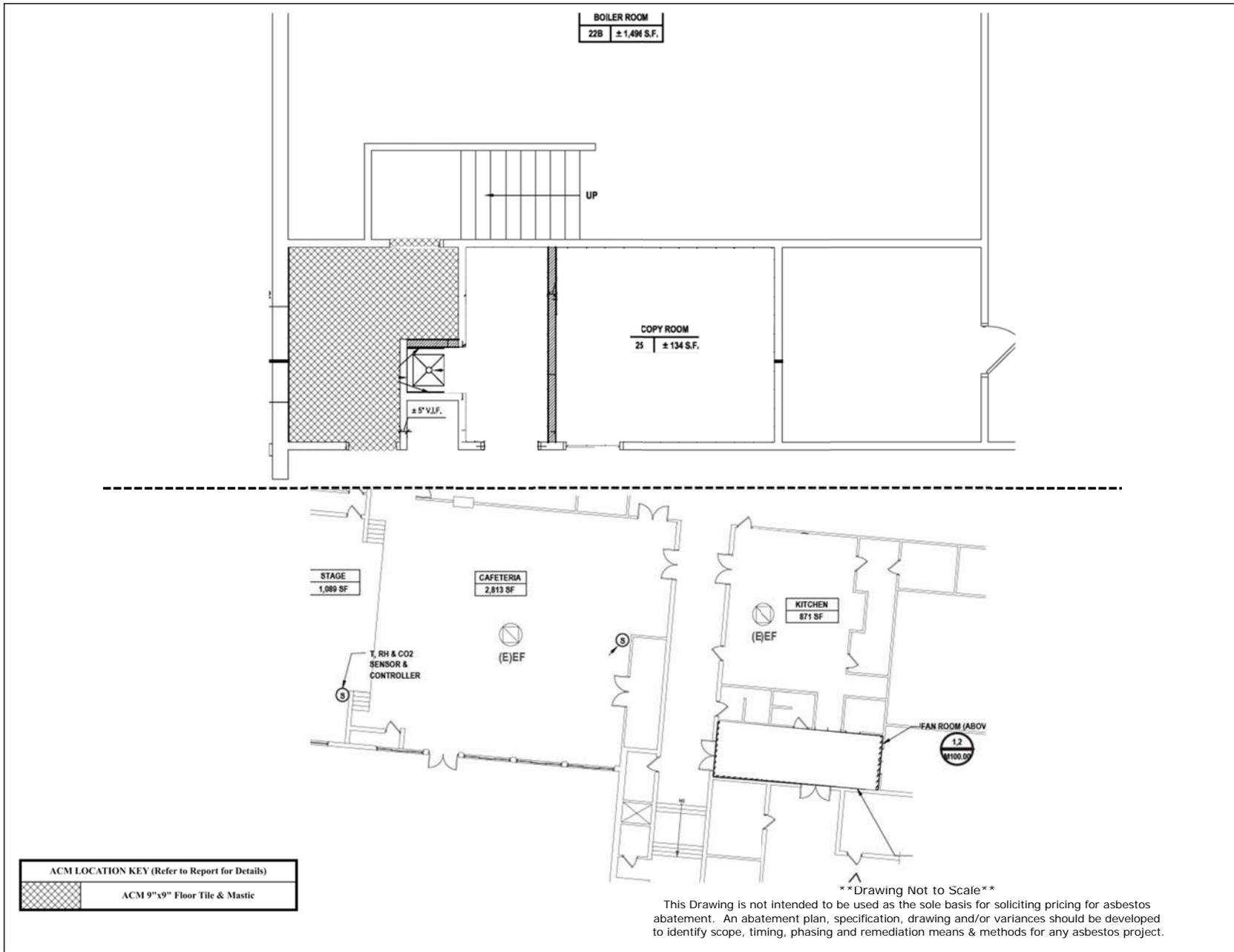


Quality Environmental Solutions & Technologies, Inc.

Appendix A: ACM LOCATION DRAWINGS & PHOTOS

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com



Date: 08/11/2022	Version # 1
Issued For: Pre-Demolition Asbestos Survey	
QuES&T Project #: 22-4786	
Project Manager: GD	Prepared By: JRM
 Quality Environmental Solutions & Technologies, Inc. 1376 Route 9 Wappingers Falls, NY 12590 Phone: (845) 298- 6031 Fax: (845) 298-6251	
CLIENT	
Somers CSD 250 US-202 Somers, NY 10589	
PROJECT LOCATION	
Primrose Elementary School 110 Primrose Street Lincolndale, NY 10540	
PARTIAL FIRST FLOOR PLAN ASBESTOS LOCATIONS	
ASB-01	

Drawing Not to Scale

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

Date: 08/11/2022 Version # 1

Issued For: Pre-Demolition Asbestos Survey

QuES&T Project #: 22-4786

Project Manager: GD Prepared By: JRM



Quality Environmental Solutions & Technologies, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590
 Phone: (845) 298- 6031
 Fax: (845) 298-6251

CLIENT

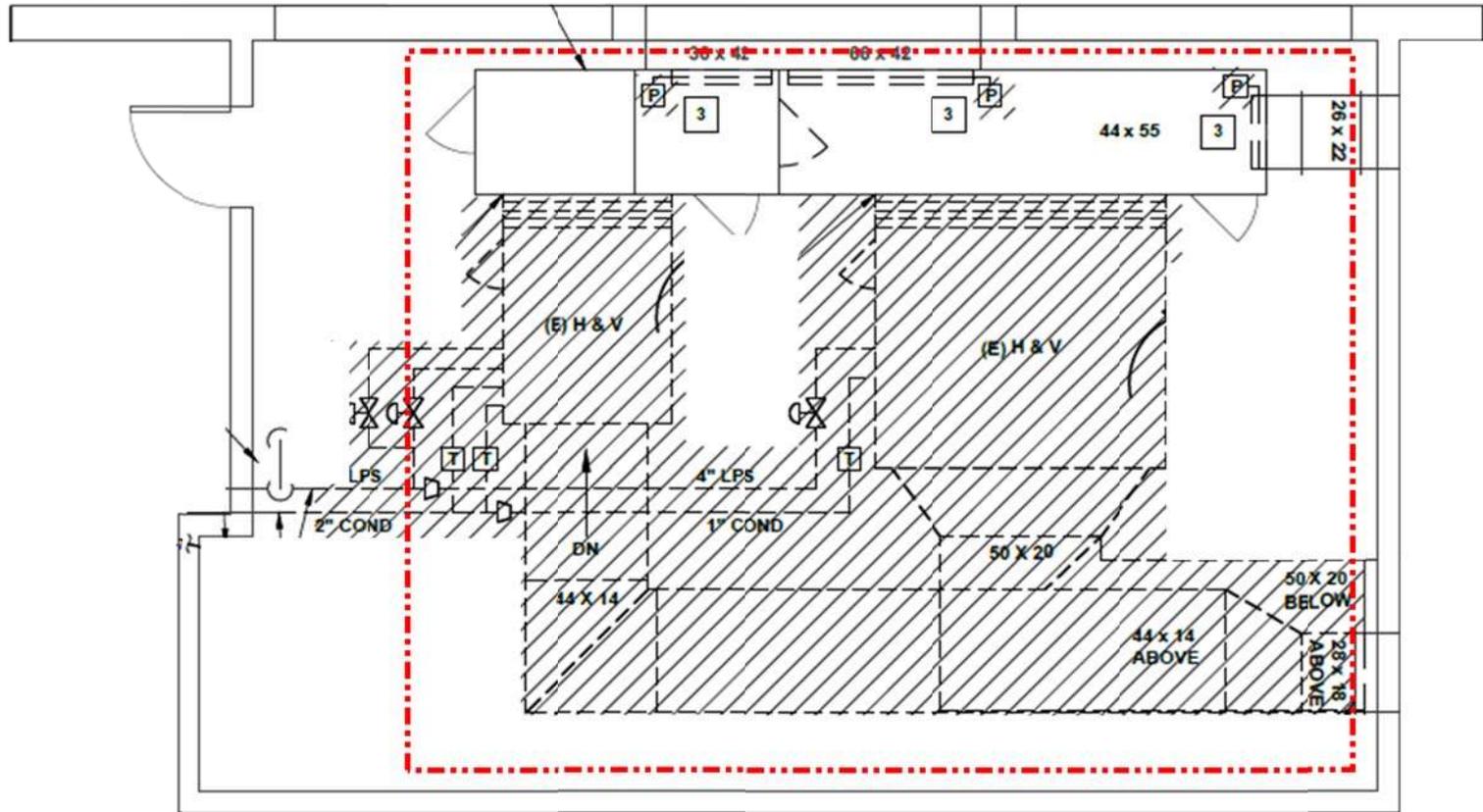
 Somers CSD
 250 US-202
 Somers, NY 10589

PROJECT LOCATION

 Primrose Elementary School
 110 Primrose Street
 Lincolndale, NY 10540

FAN ROOM PLAN
 ASBESTOS LOCATIONS

ASB-02



ACM LOCATION KEY (Refer to Report for Details)	
	ACM Pipe Insulation & Mudded Joint Packing/Fittings/Elbows/Etc.

****Drawing Not to Scale****
 This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

QuES&T

Quality Environmental Solutions & Technologies, Inc.



Above: Server Room 22C ACM 9"x9" Floor Tile & Mastic

Below: Fan Room ACM Pipe Insulation & Mudded Joint Packing/Fittings/Elbows/Etc.



1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD WBE Cert # 49952 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

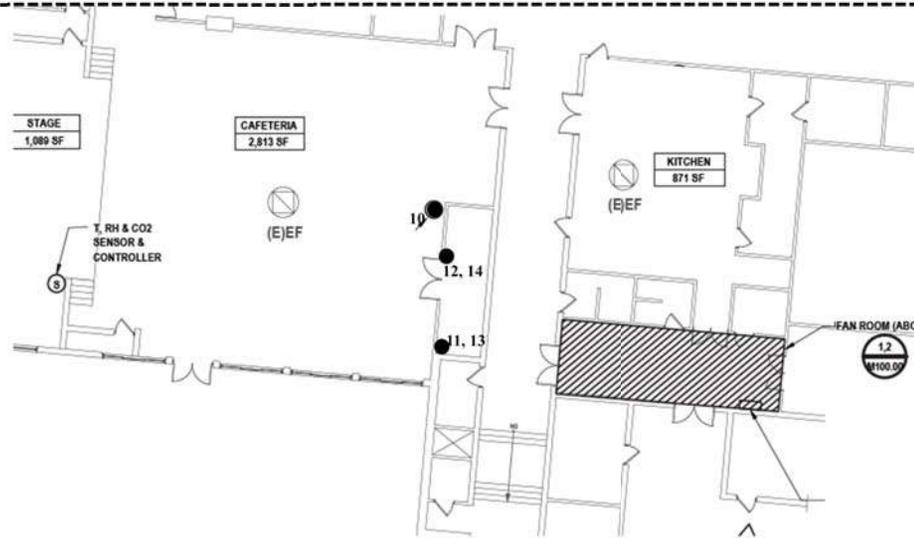
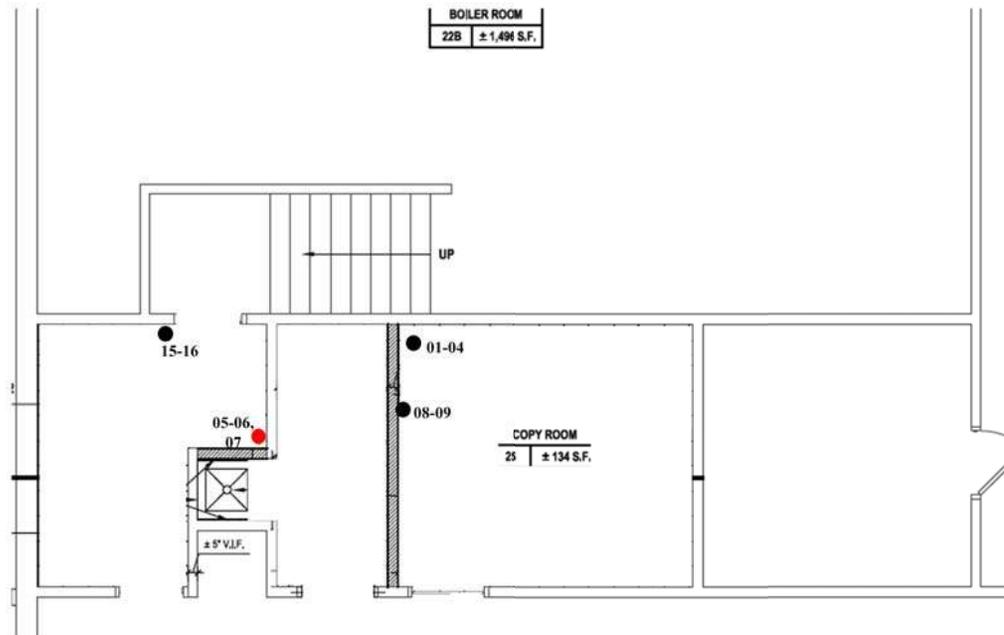


Quality Environmental Solutions & Technologies, Inc.

**Appendix B:
ASBESTOS SAMPLE RESULTS
& SAMPLE LOCATIONS**

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com



ACM LOCATION KEY (Refer to Report for Details)	
●	Non-ACM Sample Location
●	ACM Sample Location

Drawing Not to Scale

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Date: 08/11/2022 Version #: 1

Issued For: Pre-Demolition Asbestos Survey

QuES&T Project #: 22-4786

Project Manager: GD Prepared By: JRM



Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251

CLIENT

Somers CSD
250 US-202
Somers, NY 10589

PROJECT LOCATION

Primrose Elementary School
110 Primrose Street
Lincolndale, NY 10540

PARTIAL FIRST FLOOR PLAN
SAMPLE LOCATIONS

SL-01

Date: 08/11/2022 Version # 1

Issued For: Pre-Demolition Asbestos Survey

QuES&T Project #: 22-4786

Project Manager: GD Prepared By: JRM



Quality Environmental Solutions & Technologies, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590
 Phone: (845) 298- 6031
 Fax: (845) 298-6251

CLIENT

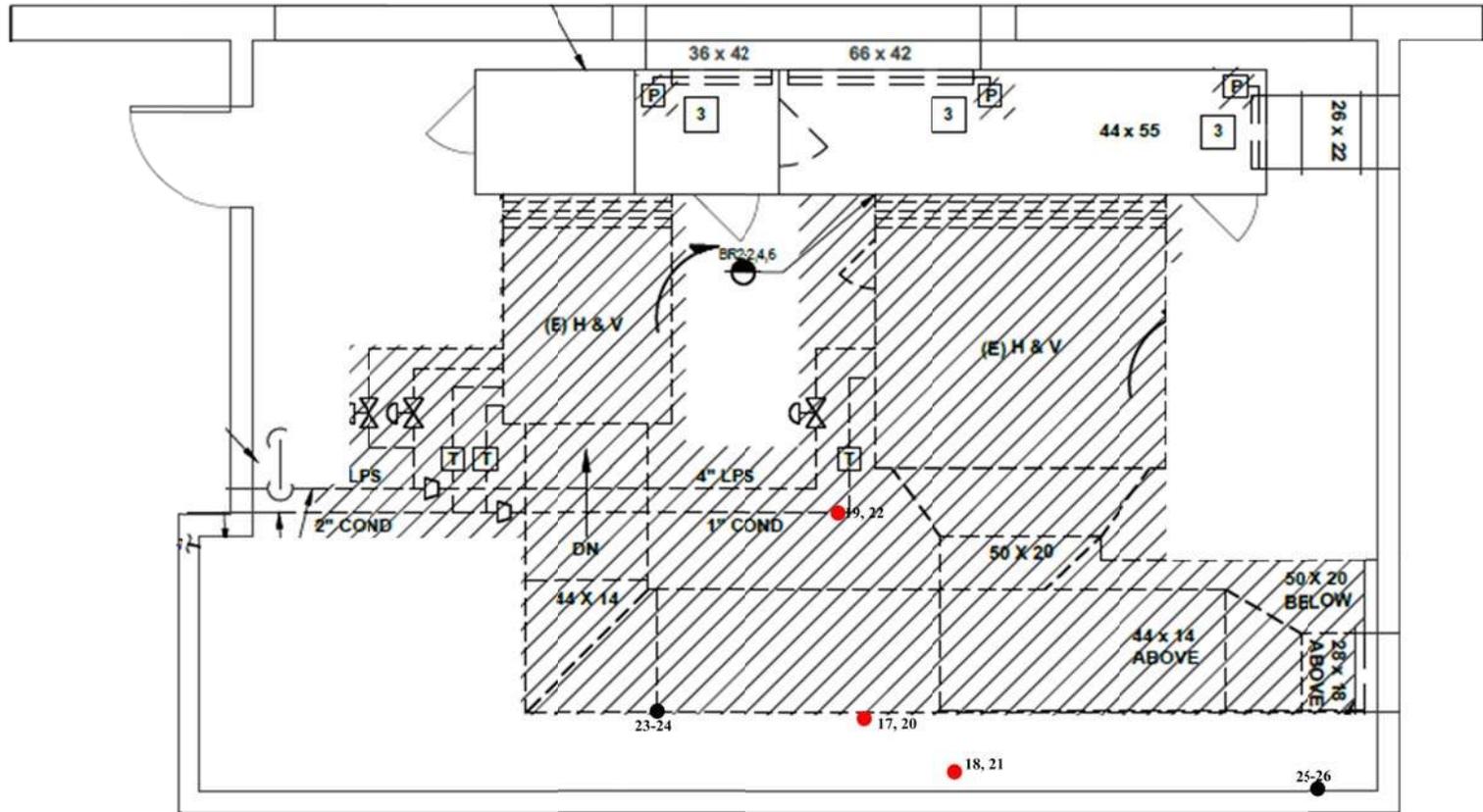
 Somers CSD
 250 US-202
 Somers, NY 10589

PROJECT LOCATION

 Primrose Elementary School
 110 Primrose Street
 Lincolndale, NY 10540

FAN ROOM PLAN
 SAMPLE LOCATIONS

SL-02



ACM LOCATION KEY (Refer to Report for Details)	
●	Non-ACM Sample Location
●	ACM Sample Location

Drawing Not to Scale
 This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.



Eastern Analytical Services, Inc.

Phone (914) 592-8380

4 Westchester Plaza
Elmsford, New York 10523-1610
<http://www.EASInc.com>

Fax (914) 592-8956

July 28, 2022

Mr. Lawrence J. Holzapfel
QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC
EAS Batch No. 2205647

Dear Mr. Holzapfel:

Enclosed please find the laboratory results for the 8 bulk sample(s) received by Eastern Analytical Services, Inc. July 20, 2022. The analysis was performed in accordance with NYS-DOH Item 198.6.

Thank you for allowing EAS, Inc. to provide QuES&T, Inc. with professional analytical services. If you have any questions or require additional information or assistance, please feel free to contact me at the number above or e-mail Lab@EASInc.com.

Sincerely,

EASTERN ANALYTICAL SERVICES, INC.

A handwritten signature in black ink, appearing to read 'Paul Stascavage', is written over a horizontal line.

Paul Stascavage
Laboratory Director

PS:om

Enclosures

Electronically Transmitted
July 28, 2022



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
Collected By : N. Salerno/J. Mages
Date Received : 07/20/2022
Date Analyzed : 07/25/2022
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Table with 5 columns: Sample ID Number, Layer Number, Lab ID Number, Sample Location, Sample Description, Analytical Method, Appearance, Asbestos Content, Other Materials Present. Rows include sample details, analytical methods, and results for Asbestos and Other Materials.

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
Collected By : N. Salerno/J. Mages
Date Received : 07/20/2022
Date Analyzed : 07/25/2022
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Table with 5 columns: Sample ID Number, Layer Number, Lab ID Number, Sample Location, Sample Description, Analytical Method, Appearance (Layered, Homogenous, Fibrous, Color), Asbestos Content (% Amosite, % Chrysotile, % Other, % Total Asbestos), Other Materials Present (% Organic, % Carbonates, % Other Inorganic).

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent). This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite. AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
Collected By : N. Salerno/J. Mages
Date Received : 07/20/2022
Date Analyzed : 07/25/2022
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Table with 5 columns: Sample ID Number, Layer Number, Lab ID Number, Sample Location, Sample Description, Analytical Method, Appearance, Asbestos Content, Other Materials Present. Rows include data for samples 4786-05, 4786-05, 4786-06, and 4786-06.

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
Collected By : N. Salerno/J. Mages
Date Received : 07/20/2022
Date Analyzed : 07/25/2022
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Table with 5 columns: Sample ID Number, Layer Number, Lab ID Number, Sample Location, Sample Description, Analytical Method, Appearance, Asbestos Content, Other Materials Present. Rows include sample details, appearance characteristics, and asbestos analysis results.

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.

Eastern Analytical Services, Inc.
Chain of Custody Form

EAS Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

EAS Batch No. 2205647
Turn-Around: 5 Day
Shipped Via: NY DB004
State of Origin: NY
Sample Disposition: Standard x
Return

Analyte: Grav Plm

No. of Samples 8
Received:

No. of Samples 8
Analyzed:

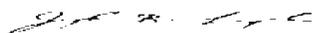
Client Project RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC
Number/Name:

Lab ID Numbers: 2845501-2845506; 2845507-2845508

Collected By: N. Salerno/J. Mages

Date: 07/19/2022

Received By: Joseph B. LaPuebla



Date: 07/20/2022

Time: 2036

Logged In By: Joseph B. LaPuebla



Date: 07/21/2022

Prepped By: Johnathon Lapuebla

Date: 07/22/2022

Analyzed By : George Htay



Date: 07/25/2022

Time: 0930

Re-Analyzed By:

Date:

Checked By: Damien Warner



Date: 07/28/2022

E-Transmitted By: Damien Warner



Date: 07/28/2022

Time: 1026

Logged Out By:

Date:



Eastern Analytical Services, Inc.

Phone (914) 592-8380

4 Westchester Plaza
Elmsford, New York 10523-1610
<http://www.EASInc.com>

Fax (914) 592-8956

July 28, 2022

Mr. Lawrence J. Holzapfel
QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC
EAS Batch No. 2205648

Dear Mr. Holzapfel:

Enclosed please find the laboratory results for the 4 bulk sample(s) received by Eastern Analytical Services, Inc. July 20, 2022. The analysis was performed in accordance with NYS-DOH Item 198.4.

Thank you for allowing EAS, Inc. to provide QuES&T, Inc. with professional analytical services. If you have any questions or require additional information or assistance, please feel free to contact me at the number above or e-mail Lab@EASInc.com.

Sincerely,

EASTERN ANALYTICAL SERVICES, INC.

A handwritten signature in black ink, appearing to read 'Paul Stascavage', is written over a horizontal line.

Paul Stascavage
Laboratory Director

PS:om

Enclosures

Electronically Transmitted
July 28, 2022

**Bulk Sample Results**

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/27/2022
 Analyzed By : Fahrudin Lalic
 Signature : 
 Analytical Method : NYS-DOH 198.4
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

Sample ID Number	4786-01	4786-01	4786-02	4786-02
Layer Number	1	2	1	2
Lab ID Number	2845501	2845501	2845502	2845502
Sample Location	Room 25, Floor, 1ft. x 1ft., Blue	Room 25, Floor, 1ft. x 1ft., Blue	Room 25, Floor, 1ft. x 1ft., Blue	Room 25, Floor, 1ft. x 1ft., Blue
Sample Description	Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)	Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Blue	No Yes No Yellow	No Yes No Yellow
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	9.1 80.8 10.1	67.3 4.0 28.7	9.6 86.8 3.6
				64.7 17.2 18.1

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/27/2022
 Analyzed By : Fahrudin Lalic
 Signature : _____
 Analytical Method : NYS-DOH 198.4
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

Sample ID Number	4786-03	4786-03	4786-04	4786-04
Layer Number	1	2	1	2
Lab ID Number	2845503	2845503	2845504	2845504
Sample Location	Room 25, Floor, Under Blue Floor Tile, 1ft. x 1ft., White	Room 25, Floor, Under Blue Floor Tile, 1ft. x 1ft., White	Room 25, Floor, Under Blue Floor Tile, 1ft. x 1ft., White	Room 25, Floor, Under Blue Floor Tile, 1ft. x 1ft., White
Sample Description	Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)	Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Gray	No Yes No Yellow	No Yes No Yellow
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	9.2 87.8 3.0	52.2 4.9 42.9	11.2 86.5 2.3
				55.3 7.9 36.8

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
 Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/27/2022
 Analyzed By : Fahrudin Lalic
 Signature : _____
 Analytical Method : NYS-DOH 198.4
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

Sample ID Number	4786-05	4786-06	4786-08	4786-09
Layer Number	2	2	2	2
Lab ID Number	2845505	2845506	2845507	2845508
Sample Location	Server Room 22C, Floor, On Slab, 9in. x 9in.	Server Room 22C, Floor, On Slab, 9in. x 9in.	Room 25, 4 in., Black	Room 25, 4 in., Black
Sample Description	Floor Tile and Mastic (Mastic Layer)	Floor Tile and Mastic (Mastic Layer)	Cove Base Molding and Mastic (Mastic Layer)	Cove Base Molding and Mastic (Mastic Layer)
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Black	No Yes No Black	No Yes No White
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND 1.1 ND 1.1	ND 1.4 ND 1.4	ND ND ND ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	79.3 10.0 9.6	89.4 3.7 5.5	31.6 61.7 6.7
				30.6 68.1 1.3

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
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 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.
Chain of Custody Form

EAS Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

EAS Batch No. 2205648
Turn-Around: Five Day
Shipped Via: NY DB004
State of Origin: NY
Sample Disposition: Standard x
Return

Analyte: Grav Tem

No. of Samples 8
Received:

No. of Samples 4
Analyzed:

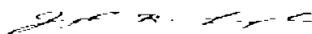
Client Project RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC
Number/Name:

Lab ID Numbers: 2845501-2845506;2845507-2845508

Collected By: N. Salerno/J. Mages

Date: 07/19/2022

Received By: Joseph B. LaPuebla



Date: 07/20/2022

Time: 2036

Logged In By: Joseph B. LaPuebla



Date: 07/21/2022

Prepped By: Fahrudin Lalic

Date: 07/27/2022

Analyzed By : Fahrudin Lalic

Date: 07/27/2022

Time: 0325

Re-Analyzed By:

Date:

Checked By: Damien Warner



Date: 07/28/2022

E-Transmitted By: Damien Warner



Date: 07/28/2022

Time: 1026

Logged Out By:

Date:



Eastern Analytical Services, Inc.

Phone (914) 592-8380

4 Westchester Plaza
Elmsford, New York 10523-1610
<http://www.EASInc.com>

Fax (914) 592-8956

July 28, 2022

Mr. Lawrence J. Holzapfel
QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC
EAS Batch No. 2205646

Dear Mr. Holzapfel:

Enclosed please find the laboratory results for the 18 bulk sample(s) received by Eastern Analytical Services, Inc. July 20, 2022.

Thank you for allowing EAS, Inc. to provide QuES&T, Inc. with professional analytical services. If you have any questions or require additional information or assistance, please feel free to contact me at the number above or e-mail Lab@EASInc.com.

Sincerely,

EASTERN ANALYTICAL SERVICES, INC.

A handwritten signature in black ink, appearing to read 'Paul Stascavage', is written over a horizontal line.

Paul Stascavage
Laboratory Director

PS:om

Enclosures

Electronically Transmitted
July 28, 2022



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/26/2022
 Analyzed By : George Htay
 Signature : 
 Analytical Method : NYS-DOH 198.1
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client: QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

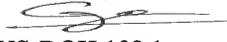
Sample ID Number	4786-07	4786-10	4786-11	4786-12
Layer Number				
Lab ID Number	2846339	2846340	2846341	2846342
Sample Location	Server Room 22c, Floor, Under 9in. x 9in. Floor Tiles	Cafeteria Storage, Wall, On Sheetrock	Cafeteria Storage, Wall, On Sheetrock	Cafeteria Storage, Wall, On Sheetrock
Sample Description	Concrete Slab	Joint Compound	Joint Compound	Joint Compound
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	No	No
	Homogenous	No	Yes	Yes
	Fibrous	No	No	No
	Color	Gray/Black	White	White
Sample Treatment	Homogenized	None	None	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	25.0	30.0	30.0
Materials	% Carbonates	30.0	35.0	35.0
Present	% Other	ND	ND	ND
	% Unidentified	45.0	35.0	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
 Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
 These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/26/2022
 Analyzed By : George Htay
 Signature : 
 Analytical Method : NYS-DOH 198.1
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client: QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

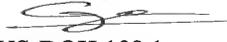
Sample ID Number	4786-13	4786-14	4786-15	4786-15
Layer Number			1	2
Lab ID Number	2846343	2846344	2846345	2846345
Sample Location	Cafeteria Storage, Wall	Cafeteria Storage, Wall	Server Room 22c, Wall	Server Room 22c, Wall
Sample Description	Sheetrock	Sheetrock	Concrete Block and Mortar (Block Layer)	Concrete Block and Mortar (Mortar Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	Yes	No	No
	Color	Gray/Brown	Gray/Brown	Gray/White
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	5.0	5.0	ND
Materials	% Cellulose	10.0	15.0	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	15.0	15.0	25.0
Materials	% Carbonates	30.0	30.0	25.0
Present	% Other	ND	ND	ND
	% Unidentified	40.0	35.0	50.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
 Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
 These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/26/2022
 Analyzed By : George Htay
 Signature : 
 Analytical Method : NYS-DOH 198.1
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client: QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

Sample ID Number	4786-16	4786-16	4786-17	4786-18
Layer Number	1	2		
Lab ID Number	2846346	2846346	2846347	2846348
Sample Location	Server Room 22c, Wall	Server Room 22c, Wall	Fan Room, On Metal Pipe	Fan Room, On Metal Pipe
Sample Description	Concrete Block and Mortar (Block Layer)	Concrete Block and Mortar (Mortar Layer)	Pipe Insulation	Pipe Insulation
Method of Quantification	Scanning Option	Scanning Option	Point Count	Point Count
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	Yes	Yes
	Color	Gray/Blue	Gray/White	Gray/White
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	16.7	20.0
	% Other	ND	ND	ND
	% Total Asbestos	ND	16.7	20.0
Other Fibrous	% Fibrous Glass	ND	33.3	ND
Materials	% Cellulose	ND	25.0	25.0
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	20.0	ND	ND
Materials	% Carbonates	30.0	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	50.0	25.0	55.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
 Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
 These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy \pm 17%. Samples received in acceptable condition unless otherwise noted.
 AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/26/2022
 Analyzed By : George Htay
 Signature : 
 Analytical Method : NYS-DOH 198.1
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client: QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

Sample ID Number	4786-19	4786-20	4786-21	4786-22
Layer Number				
Lab ID Number	2846349	2846350	2846351	2846352
Sample Location	Fan Room, On Metal Pipe			
Sample Description	Pipe Insulation	Mudded Joint Packing	Mudded Joint Packing	Mudded Joint Packing
Method of Quantification	Point Count	Point Count	Point Count	Point Count
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	Yes	Yes	Yes
	Color	Gray/White	Gray/White	Gray/White
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	18.2	20.0	18.2
	% Other	ND	ND	ND
	% Total Asbestos	18.2	20.0	18.2
Other Fibrous Materials Present	% Fibrous Glass	31.8	20.0	9.1
	% Cellulose	27.3	ND	18.2
	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous Materials Present	% Silicates	ND	ND	ND
	% Carbonates	ND	ND	ND
	% Other	ND	ND	ND
	% Unidentified	22.7	60.0	54.5

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Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
 Collected By : N. Salerno/J. Mages
 Date Received : 07/20/2022
 Date Analyzed : 07/26/2022
 Analyzed By : George Htay
 Signature : 
 Analytical Method : NYS-DOH 198.1
 NVLAP Lab Code : 101646-0
 NYS Lab No. 10851

Client: QuES&T, Inc.
 1376 Route 9
 Wappingers Falls, NY 12590

Sample ID Number	4786-23	4786-24	4786-25	4786-25
Layer Number			1	2
Lab ID Number	2846353	2846354	2846355	2846355
Sample Location	Fan Room, On Air Handler	Fan Room, On Air Handler	Fan Room, Wall	Fan Room, Wall
Sample Description	Abrasion Damper Cloth	Abrasion Damper Cloth	Brick and Mortar (Brick Layer)	Brick and Mortar (Mortar Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	No
	Homogenous	No	No	No
	Fibrous	Yes	Yes	No
	Color	Brown	Brown	Red
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	50.0	55.0	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	15.0	15.0	25.0
Materials	% Carbonates	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	35.0	30.0	75.0
				45.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted. AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



Bulk Sample Results

RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC

Date Collected : 07/19/2022
Collected By : N. Salerno/J. Mages
Date Received : 07/20/2022
Date Analyzed : 07/26/2022
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0
NYS Lab No. 10851

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Sample ID Number 4786-26 4786-26
Layer Number 1 2
Lab ID Number 2846356 2846356
Sample Location Fan Room, Wall Fan Room, Wall

Sample Description Brick and Mortar (Brick Layer) Brick and Mortar (Mortar Layer)

Method of Quantification Scanning Option Scanning Option
Appearance Layered No No
Homogenous No No
Fibrous No No
Color Red Brown/Gray

Sample Treatment Homogenized Homogenized
Asbestos % Amosite ND ND
Content % Chrysotile ND ND
% Other ND ND
% Total Asbestos ND ND
Other Fibrous % Fibrous Glass ND ND
Materials % Cellulose ND ND
Present % Other ND ND
% Unidentified ND ND
Non-Fibrous % Silicates 25.0 35.0
Materials % Carbonates ND 25.0
Present % Other ND ND
% Unidentified 75.0 40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted. AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Eastern Analytical Services, Inc.
Chain of Custody Form

EAS Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

EAS Batch No. 2205646
Turn-Around: 5 Day
Shipped Via: NY DB004
State of Origin: NY
Sample Disposition: Standard x
Return

Analyte: % Asb

No. of Samples 18
Received:

No. of Samples 18
Analyzed:

Client Project RE: CPN 22-4786 - Somers CSD - Primrose ES - Covid-19 HVAC
Number/Name:

Lab ID Numbers: 2846339;2846340-2846356

Collected By: N. Salerno/J. Mages

Date: 07/19/2022

Received By: Joseph B. LaPuebla



Date: 07/20/2022

Time: 2036

Logged In By: Marita Prado



Date: 07/25/2022

Prepped By: Marita Prado



Date: 07/26/2022

Analyzed By : George Htay



Date: 07/26/2022

Time: 1605

Re-Analyzed By:

Date:

Checked By: Damien Warner



Date: 07/28/2022

E-Transmitted By: Damien Warner



Date: 07/28/2022

Time: 1026

Logged Out By:

Date:

CLIENT: Somers CSD

SAMPLED BY: N. Salerno & J. Magos

ADDRESS: 250 US-202

DATE SAMPLED: 19-Jul-22

Somers, NY, 10589

STATE SAMPLED: NY

CONTACT: Anthony D'Amato

ANALYSIS METHOD: PLM/PLM-NOB/QTEM as required

PROJECT ID: Primrose ES - Covid-19- HVAC

TURN-AROUND TIME: _____ HOURS

5 DAYS

OTHER

PROJECT #: 22-4786

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4786-01	Room 25, Floor, 1ft. X 1ft., Blue	Floor Tile and Mastic (Separate Layers)	
4786-02	Room 25, Floor, 1ft. X 1ft., Blue	Floor Tile and Mastic (Separate Layers)	
4786-03	Room 25, Floor, Under Blue Floor Tile, 1ft. X 1ft., White	Floor Tile and Mastic (Separate Layers)	
4786-04	Room 25, Floor, Under Blue Floor Tile, 1ft. X 1ft., White	Floor Tile and Mastic (Separate Layers)	
4786-05	Server Room 22c, Floor, on Slab, 9in. X 9in.	Floor Tile and Mastic (Separate Layers)	
4786-06	Server Room 22c, Floor, on Slab, 9in. X 9in.	Floor Tile and Mastic (Separate Layers)	
4786-07	Server Room 22c, Floor, Under 9in. X 9in. Floor Tiles	Concrete Slab	
* 2846339 ✓			
4786-08	Room 25, 4 in., Black	Cove Base Molding and Mastic (Separate Layers)	
4786-09	Room 25, 4 in., Black	Cove Base Molding and Mastic (Separate Layers)	
4786-10	Cafeteria Storage, Wall, on Sheetrock	Joint Compound	
* 2846340 ✓			

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: _____ DATE: 7.20.22

RECEIVED BY: [Signature] DATE: JUL 20 '22 20:36

AS LABELED ON PAPERWORK

* INITIAL/DATE MP, 7/25/22

CLIENT: Somers CSD

SAMPLED BY: N. Salerno & J. Magas

ADDRESS: 250 US-202

DATE SAMPLED: 19-Jul-22

Somers, NY, 10589

STATE SAMPLED: NY

CONTACT: Anthony D'Amato

ANALYSIS METHOD: PLM/PLM-NOB/QTEM as required

PROJECT ID: Primrose ES - Covid-19- HVAC

TURN-AROUND TIME: _____ HOURS

5 DAYS

OTHER

PROJECT #: 22-4786



SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4786-11 2846341	Cafeteria Storage, Wall, on Sheetrock	Joint Compound	
4786-12 2846342	Cafeteria Storage, Wall, on Sheetrock	Joint Compound	
4786-13 2846343	Cafeteria Storage, Wall	Sheetrock	
4786-14 2846344	Cafeteria Storage, Wall	Sheetrock	
4786-15 2846345	Server Room 22c, Wall	Concrete Block and Mortar (Separate Layers)	
4786-16 2846346	Server Room 22c, Wall	Concrete Block and Mortar (Separate Layers)	
4786-17 2846347	Fan Room, on Metal Pipe	Pipe Insulation	
4786-18 2846348	Fan Room, on Metal Pipe	Pipe Insulation	
4786-19 2846349	Fan Room, on Metal Pipe	Pipe Insulation	
4786-20 2846350	Fan Room, on Metal Pipe	Mudded Joint Packing	

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: _____

DATE: 7.20.22

RECEIVED BY: [Signature]

DATE: JUL 20 '22 20:36

CLIENT: Somers CSD

SAMPLED BY: N. Salerno & J. Magee

ADDRESS: 250 US-202

DATE SAMPLED: 19-Jul-22

Somers, NY, 10589

STATE SAMPLED: NY

CONTACT: Anthony D'Amato

ANALYSIS METHOD: PLM/PLM-NOB/QTEM as required

PROJECT ID: Primrose ES - Covid-19- HVAC

TURN-AROUND TIME: _____ HOURS

5 DAYS

OTHER

PROJECT #: 22-4786

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4786-21 2846351	Fan Room, on Metal Pipe	Mudded Joint Packing	
4786-22 2846352	Fan Room, on Metal Pipe	Mudded Joint Packing	
4786-23 2846353	Fan Room, on Air Handler	Abrasion Damper Cloth	
4786-24 2846354	Fan Room, on Air Handler	Abrasion Damper Cloth	
4786-25 2846355	Fan Room, Wall	Brick and Mortar (Separate layers)	
4786-26 2846356	Fan Room, Wall	Brick and Mortar (Separate layers)	

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: [Signature]

DATE: 7.20.22

JUL 20 '22 20:36

RECEIVED BY: [Signature]

DATE: _____



EAS
PLM Analysis Memo

Non-Friable Organically Bound (NOB) Materials - This term refers to a wide variety of building materials, such as vinyl or asphalt floor tile, resilient floor covering, mastic, asphalt shingle, roofing material, caulk, putty, etc.. Polarized Light Microscopy (PLM) analysis has limitations when NOB materials are encountered. These limitations, such as the inability to detect thin or extremely short fibers (less than 1 micrometer in length) generated during the milling process and/or the difficulty of separating asbestos fibers and bundles from the resinous matrix, may lead to false negatives or underestimates of the amount of asbestos fibers present in the sample. Recently, NYS DOH added **Ceiling Tiles with Cellulose** to the list of materials to be analyzed via the NOB methods. For these reasons, when analysis by PLM yields negative results for the presence of asbestos in NOB materials, The State of New York Department of Health (DOH) has issued the following requirements as of April 8, 2011: **NOBs and ceiling tiles with cellulose must be analyzed by both of the gravimetric matrix reduction methods (ELAP Item 198.6 and 198.4) to be deemed negative for asbestos.**

EAS is approved by the NYS-DOH to perform analysis of NOB materials via Transmission Electron Microscopy (ELAP Item 198.4). The superior resolution of Transmission Electron Microscopy can detect the presence of asbestos fibers well beyond the range of PLM. In addition, the use of selected-area electron diffraction (SAED) and energy-dispersive spectroscopy (EDS) can positively identify asbestos fibers in the sample. **NOB samples determined to contain less than 1% asbestos via the TEM method, must also be analyzed via PLM (198.6) to verify the absence of large amphibole fibers which may not have been successfully transferred to the EM Grids.**

The State of New Jersey recently adopted amendments to their regulations requiring gravimetric reduction followed by PLM and TEM analysis for NOB building materials. The regulations can be found at http://lwd.dol.state.nj.us/labor/lssse/laws/Asbestos_law.html#5a39.

Recently (April 3, 2011), Maine DEP revised their regulations to require gravimetric reduction of NOBs <https://www1.maine.gov/dep/waste/asbestos/documents/asbbulksampanalysisprotocolsformYenabled.pdf>.

Vermiculite - As of July 9, 2013, NYS has issued new guidance on Vermiculite loose bulk materials and insulation materials which contain Vermiculite. The following quotes have been taken from their guidance letter: *"If material is attic fill, block fill or other loose bulk vermiculite materials, it must be designated and treated as ACM. No approved analytical method currently exists to reliably confirm such vermiculite material as non-ACM." "Where thermal systems insulation (TSI), *, or other presumed ACM (PACM) or miscellaneous suspect ACM contain 10% vermiculite or less, certified laboratories may use ELAP Certification Manual Item 198.1 to determine the asbestos content of the material. Where TSI, *, or other PACM or miscellaneous suspect ACM contain greater than 10% vermiculite, Item 198.6 may be used to evaluate the asbestos content of the material; provided, however, that any test results using this method must be reported with the following conspicuous disclaimer:"*

"This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite."

See the EPA website at <https://www.epa.gov/asbestos/protect-your-family-asbestos-contaminated-vermiculite-insulation>

* Surfacing Material Containing Vermiculite - As of May 6, 2016, NYS has issued new guidance regarding Surfacing Material containing vermiculite (essentially expanding the previous requirements for spray-on fireproofing to apply to all surfacing materials). If a surfacing material contains *any* vermiculite, it must be analyzed via NYS-DOH Method 198.8 (or RJ Lee Group Method 055) to be deemed negative for asbestos.

Surface Wipe Samples - Due to the fact that a large percentage of asbestos fibers released from deteriorating asbestos-containing materials or from improperly performed abatement activities are on the order of 5 micrometers or less and are near or below the resolution of a Polarized Light Microscope, Eastern Analytical Services, Inc. recommends that negative surface wipe samples be confirmed utilizing Transmission Electron Microscopy.

Point Counting - New York State Department of Health regulations require quantification of asbestos via the "Stratified Point Count" Method for all bulk samples originating from New York State. Please indicate the state of origin on the Chain of Custody form for all samples submitted to the laboratory. There is no additional charge for quantification using this method.

Layered Samples - NESHAP policy regarding layered bulk samples has changed. In the past, laboratories were required to analyze individual layers of multi-layered bulk samples separately, but report the results in terms of quantity of asbestos for the composite sample. This policy change requires that the layers be analyzed separately and reported as such. Additionally, materials are to be characterized as asbestos or non-asbestos based on the results of the individual layers.

As a result of this policy, EAS will be reporting the results of the individual layers of multi-layered bulk samples submitted for asbestos analysis UNLESS COMPOSITE RESULTS ARE SPECIFICALLY REQUESTED BY THE CLIENT. Additional layers for all bulk samples will be billed as separate samples.

If you have any questions concerning the above, please feel free to contact EAS.



Quality Environmental Solutions & Technologies, Inc.

**Appendix C:
LEAD BASED PAINT PHOTOS
& XRF ANALYTICAL DATA**

Limited XRF LBP Testing

<u>Sample</u>	<u>Building/Address</u>	<u>Interior/Exterior</u>	<u>Floor</u>	<u>Space/Room/Description</u>	<u>Object</u>	<u>Component</u>	<u>Substrate</u>	<u>Color</u>	<u>Condition</u>	<u>Result</u>	<u>Pb Concentration (mg/cm2)</u>
1	Shutter Calibration										3.59
2	NIST (<0.01)									Negative	0
3	<u>NIST (1.04 +/- 0.06)</u>									<u>Positive</u>	<u>1.1</u>
4	Primrose Elementary School	Interior	1st	Copy Room	Door	Frame	Metal	Grey	Fair	Negative	0.03
5	<u>Primrose Elementary School</u>	<u>Interior</u>	1st	<u>Copy Room</u>	<u>Wall</u>	<u>Structural Beam</u>	<u>Metal</u>	<u>White</u>	<u>Fair</u>	<u>Positive</u>	<u>2.3</u>
6	Primrose Elementary School	Interior	1st	Copy Room	Wall		Concrete	Beige	Fair	Negative	0.03
7	Primrose Elementary School	Interior	1st	Copy Room	Wall	Cove Base	Vinyl	Black	Fair	Negative	0.02
8	Primrose Elementary School	Interior	1st	Copy Room	Wall	Panel	Wood	White	Fair	Negative	0.14
9	<u>Primrose Elementary School</u>	<u>Interior</u>	1st	<u>Copy Room</u>	<u>Ceiling</u>	<u>Structural Beam</u>	<u>Metal</u>	<u>White</u>	<u>Fair</u>	<u>Positive</u>	<u>1.6</u>
10	Primrose Elementary School	Interior	1st	Copy Room	Wall	Panel	Wood	White	Fair	Negative	0
11	Primrose Elementary School	Interior	1st	Server Room 22C	Wall		Concrete	Teal	Fair	Negative	0
12	Primrose Elementary School	Interior	1st	Server Room 22C	Wall		Concrete	White	Fair	Negative	0
13	Primrose Elementary School	Interior	1st	Server Room 22C	Wall		Concrete	White	Fair	Negative	0
14	<u>Primrose Elementary School</u>	<u>Interior</u>	1st	<u>Server Room 22C</u>	<u>Wall</u>	<u>Structural Beam</u>	<u>Metal</u>	<u>White</u>	<u>Fair</u>	<u>Positive</u>	<u>1.4</u>
15	Primrose Elementary School	Interior	1st	Server Room 22C	Wall	Panel	Wood	White	Fair	Negative	0.02
16	Primrose Elementary School	Interior	1st	Kitchen	Wall	Frame	Concrete	Beige	Fair	Negative	0
17	Primrose Elementary School	Interior	1st	Kitchen	Wall	Frame	Concrete	Blue	Fair	Negative	0.04
18	Primrose Elementary School	Interior	1st	Cafeteria	Storage Area Wall		Sheetrock	Beige	Fair	Negative	0
19	Primrose Elementary School	Interior	1st	Cafeteria	Storage Area Wall	Cove Base	Vinyl	Black	Fair	Negative	0.01
20	Primrose Elementary School	Interior	1st	Stage	Wall		Concrete	Beige	Fair	Negative	0
21	Primrose Elementary School	Interior	2nd	Stage	Electrical Box		Metal	Grey	Fair	Negative	0
22	Primrose Elementary School	Interior	2nd	Fan Room	Window	Frame	Metal	Black	Fair	Negative	0
23	Primrose Elementary School	Interior	2nd	Fan Room	Ceiling	Support Beam	Metal	Grey	Fair	Negative	0.04
24	Primrose Elementary School	Interior	2nd	Fan Room	Air Handling Unit	Body	Metal	Green	Fair	Negative	0.04
25	<u>Primrose Elementary School</u>	<u>Interior</u>	<u>2nd</u>	<u>Fan Room</u>	<u>Wall</u>	<u>Support Beam</u>	<u>Metal</u>	<u>Red</u>	<u>Fair</u>	<u>Positive</u>	<u>2.1</u>
26	NIST (<0.01)									Negative	0
27	NIST (1.04 +/- 0.06)									Negative	0.9

QuES&T

Quality Environmental Solutions & Technologies, Inc.



Above: Example of White Beams Positive for Lead
Below: Example of Red Beams Positive for Lead





Quality Environmental Solutions & Technologies, Inc.

Appendix D: PERSONNEL LICENSES & CERTIFICATIONS

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappinger Falls, NY 12590

FILE NUMBER: 99-0018
LICENSE NUMBER: 29085
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 01/21/2022
EXPIRATION DATE: 01/31/2023

Duly Authorized Representative – Lawrence J Holzapfel:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Amy Phillips, Director
For the Commissioner of Labor



NEW YORK STATE **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")** **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a
Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Quality Environmental Solutions & Technologies Inc.

Certification Awarded on: March 28, 2019

Expiration Date: March 28, 2024

File ID#: WBE- 49952



NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL STASCAVAGE
EAS INC - EASTERN ANALYTICAL SERVICES INC
4 WESTCHESTER PLAZA
ELMSFORD, NY 10523-1610

NY Lab Id No: 10851

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M-1/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

EPA 3050B

Serial No.: 64479

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



JONATHAN R MAGES
CLASS(EXPIRES)
D INSP(01/23)



CERT# 18-53364
DMV# 345648492

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 006302357 68

EYES HAZ
HAIR BRO
HGT 5' 10"

IF FOUND RETURN TO:
NYS DOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240



11-006052324

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Jonathan Mages

Paul Rodriguez
Trainer Name

6/6/2018
Date of Issue



800-449-6742
outreach.keeneosha.com

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.



To verify this training, scan the QR code with your mobile device.

Rev. 1/2016

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



NICHOLAS D SALERNO
CLASS(EXPIRES)
C ATEC(06/22) D INSP(06/22)
H PM (06/22)

CERT# 16-10991
DMV# 102522202

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 005957258 60

EYES BRO
HAIR BRO
HGT 6' 00"

IF FOUND RETURN TO:
NYSOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

United States Environmental Protection Agency

This is to certify that



Nicholas D Salerno

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 14, 2023

A handwritten signature in blue ink, appearing to read 'SS', written over a horizontal line.

Susan Schulz, Acting Chief

Chemicals and Multimedia Programs
Branch

LBP-I-1210690-1

Certification #

February 29, 2020

Issued On



ThermoFisher
SCIENTIFIC

CERTIFICATE

This Certifies that

Nicholas Salerno

Has successfully completed

Safety Training for

~ US Regulations for Handheld XRF Analyzers with Radioactive Sealed Sources

1/22/2021

COMPLETION DATE

Jean Geslin

Jean Geslin, RSO
Thermo Fisher Scientific

Supervisor Signature

ThermoFisher
SCIENTIFIC

CERTIFICATE

This Certifies that

Nicholas Salerno

Has successfully completed

Safety Training for

~ Sealed Source XRF - Radiation Safety ~

1/22/2021

COMPLETION DATE

Jean Geslin

Jean Geslin, RSO
Thermo Fisher Scientific

Supervisor Signature

ThermoFisher
SCIENTIFIC

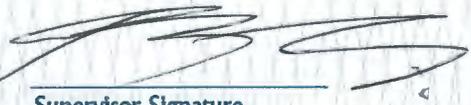
CERTIFICATE

This Certifies that

Nicholas Salerno

Has successfully completed

**Safety Training for
Transport of Li Ion Batteries**


Supervisor Signature

1/22/2021
COMPLETION DATE

Jean Geslin
Jean Geslin, RSO
Thermo Fisher Scientific

ThermoFisher
SCIENTIFIC

CERTIFICATE

This Certifies that

Nicholas Salerno

Has successfully completed

*Safety Training for
Transport of Radioactive Sealed Sources in XRF Analyzers*

1/22/2021

COMPLETION DATE

Supervisor Signature

Jean Geslin

Jean Geslin, RSO
Thermo Fisher Scientific

ThermoFisher
SCIENTIFIC

CERTIFICATE

This Certifies that

Nicholas Salerno

Has successfully completed

Safety Training for
~ Radiation Safety for X-ray Tube Based Instruments ~

1/22/2021

COMPLETION DATE

Jean Geslin

Jean Geslin, RSO
Thermo Fisher Scientific

Supervisor Signature



This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

NICHOLAS SALENNO

CURTIS CHAMBERS

11/1/2018

(Trainer name – print or type)

(Course end date)

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

For OSHA Outreach Training Program go to "Training" at www.osha.gov

Rev. 9/2009

PART 1 - GENERAL

1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the Project is replace the existing air handler with new handlers at Primrose Elementary School.
- B. All Work shown and specified in the Contract Documents shall be the Work of this Construction Contract. The Owner does not anticipate awarding other prime contracts for the Project as shown.
- C. Each Contractor has been provided with copies of all relevant construction drawings for related construction contracts whose Work may directly effect and impact the Work under this Contract.

1.02 NOMENCLATURE

- A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the Work contained within these Contract Documents. The lack of word capitalization shall be incidental.
- C. The terms "Contractor" and/or "Prime Contractor" where used within the body of a specific Construction Contract, (i.e.; Contract G, Contract E, Contract H, Contract P, and Contract S), shall refer to the individual or company who has entered into an agreement with the Owner to perform the Work contained within those Contract Documents. The lack of word capitalization shall be incidental.
- D. The General Construction Contractor may be referred to as the "General Contractor", "Prime General Contractor", "Contract G Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract G.
- E. The term "Construction Manager" refers to the Owner's construction representative and shall mean Triton Construction.

1.03 ABBREVIATED SUMMARY OF CONTRACT H WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/Architect/Engineer, the Work of their contract with the Work by others.
- B. This following abbreviated summary is provided in order to briefly describe the Work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the Work under the Contract.
- C. The Work includes, but is not limited to, the following:
 - 1. Startup participation for the various equipment and systems of the Project and provide complete service to troubleshoot and assist manufacturer service representatives in obtaining a completely functional installation.
 - 2. New air conditioning and/or ventilation system.
 - 3. Testing and balancing of systems.
 - 4. Project closeout submittals.

5. All electrical work required for the installation of the new air handlers and lighting

D. All other Work shown and specified in the Contract Documents for Contract H.

1.04 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the Work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but are not limited to, the following:
1. Debris removal and daily and final cleaning up.
 2. Coordination with the Owner and other contractors who have been awarded Work by the Owner.
 3. Coordination with utility companies necessary to schedule connection of services, and management of the installation.
 4. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
 5. Maintain the Owner's ability to operate the facility at all times during the construction period.
 6. Facilities to be used during the contract period that are to be used by the Owner or his representatives and others involved with constructing the Project.
 7. Product and equipment storage and handling requirements.
 8. Starting and adjusting of the equipment and systems required under the Project.
 9. Site safety in accordance with all applicable federal, state, and local regulations.
 10. Project submittals, meeting/testing services/work plans/schedule/shop drawings/closeout procedures and documents/manuals/as-built drawings/final commissioning of the Work shall be provided as required by the Contract.
 11. Provide and maintain, at all times, temporary roadways for site access to all parties involved with the Project.
 12. Sequence and schedule the construction so that new facilities come on-line before pre-existing facilities are demolished, dismantled or taken offline.
 13. Site utilization and management so as to allow other prime contractors to perform Work in conjunction with this Project and to afford them equal opportunity and space to complete their contractual obligations with the Owner as solely defined by the Architect/Engineer/Construction Manager.
 14. To not hinder the Owner's ability to deliver a safe and potable water supply.
- B. Each Contractor shall coordinate the Work between the various construction contracts, through the Owner/Architect/Engineer/Construction Manager, as required to complete the contract requirements in accordance with the requirements contained in Section 013100.

1.05 OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the Project.
- B. The Owner will pay for electricity usage. The restrictions on electrical usage shall be as follows:
1. Power tool usage during specified Working hours will only be permitted.
 2. Dewatering and trash pumps and portable heaters will not be permitted.
 3. Power to help cure concrete or painting systems will not be permitted.
- C. The Owner reserves the right to stop paying for electrical usage at any time if, in the opinion of the Owner/Architect/Engineer/Construction Manager, the Contractor causes excessive electrical charges or does not conserve electricity to the maximum extent possible in the opinion of the Architect/Engineer/Construction Manager. All Contractors shall conserve electricity during the course of construction.

1.06 EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner regarding various conditions that exist at the location of the Project both below and at grade.
- B. The Owner and the Architect/Engineer expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Architect/Engineer/Construction Manager of the obstructions' existence.
- D. The Architect/Engineer/Construction Manager will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra Work will be paid for in accordance with the provisions of Article 8, Changes in the Work, in the General Conditions of the Contract for Construction.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.

1.02 SITE ACCESS AND CONTROL

- A. The Contractor shall use the designated entrance to the site as shown on the Drawings. If no site entrance is designated, the Contractor shall use an entrance designated by the Construction Manager in consultation with the Owner and Architect.
 - 1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
 - 2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. All contractors to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. Contractors shall not close any road for any period in time. The Contractors shall take whatever measures are necessary to not cause any inconvenience to the area's residents
- D. All Contractors are responsible to employ methods to prevent construction materials and/or debris from leaving the site. All Contractors are responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the Work-day and to immediately clean up any area to its previous condition.
- E. The Contractors shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractors will be responsible to immediately clean the roadway, should the measures being taken by the Contractors not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractors shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractors for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractors should the Contractors fail to maintain or repair the aforementioned in a condition acceptable to the Owner.
- I. The Contractor shall not close any road for any period in time unless approved ahead of time by appropriate road agency. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.

- J. The Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to Work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- K. Contractor shall be responsible for protecting private property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Architect/Engineer or Owner or Construction Manager. Contractor shall protect all of the physical structures, property and improvements from damage by its Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for Work already completed.
- L. Keep all existing driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the Work area with materials and equipment.
- M. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material.
- N. The Contractor is responsible for cleaning up the Work area. Failure to maintain a clean Work site daily, will result in others performing the Work and the Contractor being back charged for the cleaning cost plus construction administration fees.
- O. Do not discard or dispose of any waste on-site.
- P. The Contractor shall be responsible for managing dust.

1.03 CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.
- B. The Contractors shall use and manage the premises and the associated construction activities as follows:
 - 1. To not hinder the Owner's ability to operate its facilities.
 - 2. To allow other Prime Contractors to install their Work and complete their contractual obligations in the time period specified.
 - 3. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Construction Manager or the Owner.
 - 4. To allow for the stockpiling of excavated soil and imported fill, when called for, without any significant hardship, as defined by the Construction Manager or the Owner or other contractors.
 - 5. To allow utility companies to install their Work.
 - 6. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
 - 7. To allow for the safe, unimpeded travel way of the Owner's vehicles, Construction Manager's vehicles, Architect/Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractors shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor

as it relates to Work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractors.

- D. The Contractor shall provide temporary handrails, as required, for their Work or for Work put in place by their Contract that will require temporary handrails. Construction of temporary handrails shall be as specified in Section 015000.
- E. Contractors shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Construction Manager in consultation with the Owner.
- F. Contractors shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for Work already completed.
- G. Keep all existing operations areas, driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the site with materials and equipment. Confine stockpiling of excess excavated material, materials and equipment to areas selected under the Site Utilization Plan or as designated by the Construction Manager in consultation with the Owner. Locate storage sheds and trailers to areas designated in the plan or by Construction Manager in consultation with the Owner.
- H. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.
- I. The construction site space is limited and it shall be the General Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties as to meeting their needs. Equal consideration of the needs of others with that of the Contractor's shall be provided as judged by the Owner.
- J. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- K. Contractors are responsible for cleaning up their own materials and debris. Failure to maintain a clean Work site daily, will result in other performing the Work and Contractors being back charged for the cleaning cost plus construction administration fees.
- L. Use of the existing building facilities during construction is prohibited including but not limited to: toilet rooms, telephone and water fountains. Contractors shall be fined (\$250) per occurrence if their employee (or subcontractor's employee) is observed disregarding these rules.
- M. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive Work, the Contractor shall be escorted by an employee of the Construction Manager or the Owner.
- N. Refer to Section 015000 - Temporary Facilities and Controls for minimum rubbish removal requirements.
- O. Do not discard or dispose of any waste on-site.
- P. Open fires will not be permitted on the site.

- Q. The General Contractor shall be responsible for managing dust as specified in Section 015719.

1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. Contractors must provide exterior storage containers when required. Final location of storage containers shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No materials storage will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and paint materials shall be outside the existing or new structures and shall follow manufacturer's storage/handling guidelines.
- F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a \$250 back charge, per occurrence.
- G. Contractors shall provide minimum of 48 hours advance written notice to the Construction Manager and Owner for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractors shall be responsible for any costs that are incurred by the Owner, for failure to meet previously agreed upon appointments or Work schedules.
- H. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.
- J. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at Contractor's expense.

1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

- A. When Owner's school buildings are occupied/in session, the Contractors shall perform Work only during after-school hours (3:00 PM – 11:00 PM). While the Owner's school buildings are unoccupied/not in session during holidays, weekends and school recesses, with prior permission of the Owner, Contractors may schedule Work during normal business hours (7:00AM – 3:00PM).
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the Work environment will be banned from the site.

- C. Proper Work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Employees shall not converse with local residents or Owner's employees or Owner's students.
- E. Any employee of a Contractor or Subcontractor or supplier found under the influence of any drug or alcohol will be banned from the site.
- F. The Contractors shall schedule Working days and hours as specified. The Contractor shall pay all excess costs for Working beyond the times specified. This includes the cost of the Owner's employees to keep the building/site open and/or the cost of the additional services for the Construction Manager.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site Utilization Plan requirements

1.02 SITE UTILIZATION PLAN REQUIREMENTS

- A. The Contractor shall prepare a Site Utilization Plan (SUP) showing staging areas, parking areas, stockpile areas, debris container areas, unloading areas, and trailer areas for review by the Architect/Engineer, Construction Manager and the Owner. The length and number of meetings necessary to develop and adopt a SUP shall be as required.
- B. Meetings will be held at the site with all concerned parties to assist the Contractor in developing the criteria for the plan. During these meetings, all parties will present their needs and requirements for site utilization. Representatives from the local municipality or utility companies may be attending. The requirements of the local municipality and utility companies shall be incorporated into the SUP.
- C. The Contractor shall then prepare a draft site plan that attempts to incorporate the needs of all concerned parties. Another meeting will then be held at the site to review and present the plan. The plan shall then be revised at that meeting and adopted for use if it is acceptable to all relevant parties. If all parties cannot agree on an acceptable plan, then the Construction Manager, in consultation with the Owner, will establish the Site Utilization Plan and the Plan will not be a basis for any claims from any Contractor.
- D. The Contractor, by submitting a bid, understands the importance of a Workable Site Utilization Plan and also understands that the Construction Manager, in consultation with the Owner may be required to select a plan for the Contractor to adopt that is not ideal to the planned construction activities anticipated before the bid was submitted. There shall be no claims for damages associated with site utilization.
- E. If the General Contractor fails to prepare the Site Utilization Plan as stipulated above, then the Owner reserves the right to back charge the Contractor for the costs associated with having a Site Utilization Plan developed.
- F. If a Prime Contractor fails to participate or attend the meetings scheduled to develop the Site Utilization Plan then the Prime Contractor will forfeit any right to comment on the plan that is developed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Allowance pricing for the following items:
 - 1. This account is for any unforeseen conditions or work deemed required by the Owner.
- B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.
- C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid (Base Bid).

1.02 SUBMITTALS

- A. Make all submissions under the provisions of Section 013300.
- B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.
- C. Submit additional backup information to substantiate the invoiced amount(s) as the Architect/Engineer may require for review and approval, prior to order or payment of item.
- D. Provide written breakdowns for extra Work as the Owner may require.

1.03 CHANGES TO STIPULATED (CASH) ALLOWANCE

- A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

1.04 PAYMENTS TO BE MADE OUT OF GENERAL CONTINGENCY ACCOUNT

- A. Include the cash allowance of \$15,000 (fifteen thousand Dollars and Zero Cents) in the amount bid for use upon the Owner's instructions.
- B. Include the cash allowance amount indicated in the proposal for use upon the Owner's instructions for additional improvements beyond those identified in the contract documents and for unforeseen conditions.
- C. Include the cash allowance as shown in the proposal, in the amount bid for use upon the Owner's instructions.
- D. The Owner will draw funds from the contingency account only upon prior written approval by the Owner's designee, Construction Manager, and Architect/Engineer.
- E. Funds remaining at Project closeout shall be credited to the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section specifies the requirements for measurements and records made for payment purposes and describes the item(s) under which payment(s) will be made for the Work performed under this Contract.
- B. All Work shown or specified in the Contract Documents shall be performed.
- C. Items not specified to be measured or paid for (for which no specific pay item exists in the Price Schedule) shall be included in an appropriate unit price item or in a lump-sum item.
- D. Comply with the requirements pertaining to the restoration of all surfaces, which may or may not be paid for under a separate unit price item, and which shall be restored to a condition equal to or better than that existed prior to Work starting under this contract.

1.02 MEASUREMENT REQUIREMENTS

- A. All required measurements shall be made by the Contractor with the Construction Manager or the Architect/Engineer.
- B. Any measurements not witnessed by the Construction Manager or the Architect/Engineer and which cannot be verified or substantiated by Architect/Engineer will not be approved and payment under the item(s) requiring such measurements will not be made.
- C. Coordinate measurements monthly, for the preparation of periodic pay estimates.
- D. Where payments will be made for removing rock and existing materials, notify Construction Manager and Architect/Engineer so that one or both may witness the measurements.
 - 1. All materials removed without conforming to the above procedures, which Architect/Engineer cannot verify or substantiate, will not be paid for.
 - 2. Maintain complete, neat, clean, and legible field notes for all measured items.
 - 3. Notes shall contain spaces for Contractor's and Construction Manager and/or Architect/Engineer's signatures plus additional space for comments.
 - 4. An original and a carbon copy shall be made for all notes and one copy shall be turned over to , Construction Manager and Architect/Engineer daily.
 - 5. The Architect/Engineer's and/or Construction Manager's signature shall not be constituted as an acceptance of the Work, or the measurements made, but shall mean that he/they was/were present when the measurements were made.

1.03 SUBMITTALS

- A. See Section 013300.
- B. Field notes of all measurements for payment purposes delivered to Construction Manager and Architect/Engineer daily.
- C. Copies of all invoices required for payments out of cash allowance(s).
- D. Monthly Applications for Payment.
- E. Record Drawings showing the locations and quantities of all items measured for payment purposes.

1.04 SCHEDULING

- A. Notify Construction Manager and Architect/Engineer, as far in advance as possible, of the recording of measurements so that a representative of the Construction Manager and/or Architect/Engineer may observe existing conditions, Work being performed, and measurements being made.
- B. Allow for and afford the Construction Manager and/or Architect/Engineer ample time, space, and equipment to observe measurements and to verify measurements and elevations.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Provide all labor, materials, facilities, levels, measuring devices and all other equipment and items necessary to properly and accurately perform all measurements for payment purposes.
- B. Payment for certain items not specifically listed in the bid forms but otherwise required by the technical specifications shall be deemed included as part of the General Conditions and the individual unit price and lump sum bid items provided for in the proposal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Perform all measuring required under this Section.
- B. Record all measurements and calculated quantities on the Record Drawings.
- C. No measurement shall be made for Work performed within the limits of Lump Sum Items.

SEE PROPOSAL SHEET FOR UNIT PRICES

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submission procedures.
- B. Documentation of changes to Contract Sum/Price and Contract Time.

1.02 RELATED SECTIONS

- A. Proposal Form.
- B. Other sections referencing this section.
- C. All contractual requirements outlined in the documents.

1.03 SUBMISSION REQUIREMENTS

- A. Submit Alternates on Proposal Forms identifying the effect on adjacent or related components.
- B. Alternates will be reviewed and accepted or rejected at the Owner's option.
- C. Coordinate related Work and modify surrounding Work to integrate the Work of each Alternate.

1.04 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Price for Alternates listed on the PROPOSAL FORM. This form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.
- B. Alternates quoted on PROPOSAL FORM will be reviewed and accepted or rejected at Owner's option.
- C. Accepted alternates will be identified in Owner-Contractor Agreement.
- D. Bids will be evaluated on the base bid price, plus any combination of alternate items.

1.05 WORK FOR ALTERNATES

- A. Work for alternate items selected shall include all related materials, labor, equipment and operations necessary to conduct and complete the alternate Work and all other affected Work or adjacent areas.
- B. There shall be no change in time or completion date for the selected alternates, unless specified herein or approved in writing by the Architect/Engineer and Owner.
- C. Alternates and associated Work shall meet all standards and specifications delineated in the Contract Documents.
- D. Contractor shall coordinate pertinent related Work and modify surrounding Work as required to complete the Project under each alternate selected by the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 PROCEDURES

- A. Work for each alternate, related items and collateral Work shall be completed in their entirety.
- B. If alternate items are not selected, Work for the base bid and collateral Work shall be completed in their entirety.

SEE PROPOSAL SHEET FOR ALTERNATES

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. **This Section includes the requirements for substitution of specified products during construction.**
- B. *The Architect/Engineer will consider requests for substitutions only within **thirty (30)** days from the date of the Notice to Proceed.*
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained in the specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Architect/Engineer for those products named in the bid.

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted in writing by the Architect/Engineer.
- C. A request for product substitution constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Shall provide the same warranty for the Substitution as for the specified Product.
 - 3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Shall reimburse the Owner for review or redesign services associated with re-approval by authorities, if required.
 - 6. Shall reimburse the Owner for all additional Architectural/Engineering (A/E) services needed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
1. The Contractor shall submit three (3) copies of the REQUEST FOR SUBSTITUTION FORM for consideration including all required information.
 2. The Contractor shall use the form included within this Section.
 3. All forms shall be type written.
 4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
- F. The burden to prove product equivalence rests on the Contractor.
- G. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
- H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor or the Architect.

PART 3 - EXECUTION

NOT USED

This space left intentionally blank.

REQUEST FOR SUBSTITUTION FORM

Project: SMSD 2105 Air Handler Replacements Substitution Request Number: _____
at PES

Contractor: _____

Address: _____

To: _____ Date: _____

H2M Project Number: SMSD 2105 Owner: SOMERS CSD

Contract Name: _____ Contract No.: _____

Specification Title: _____

Section: _____ Page: _____ Article/Paragraph: _____

Drawing No(s): _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____

Trade Name: _____ Phone #: (____) _____

Installer: _____ Address: _____

Phone #: (____) _____

History: ___ New product ___ 2-5 years old ___ 5-10 years old ___ More than 10 years old

Differences between proposed substitution and specified product:

___ Point-by-point comparative data attached

Reason for not providing specified item (Attach separate sheet if necessary):

Typical Similar Installation:

Project: _____

Engineer / Architect: _____

Address: _____

Owner: _____

Date Installed: _____

Submit complete installation list on separate sheets.

Proposed substitution affects other parts of Work: No Yes

Explain: _____

Gross Savings to Owner for accepting substitution: \$ _____

Proposed substitution changes Contract Time: No Yes

Add / deduct (circle): _____ days

Supporting data attached for evaluation of the proposed substitution:

Product Data Photos Drawings Tests Reports Samples

Other (explain): _____

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. Proposed Substitution does not require revisions to any other Prime Contractor's Work.
4. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
5. Proposed Substitution will have no adverse affect on other trades, construction schedule, or specified warranty requirements.
6. Maintenance and service parts will be locally available for proposed substitution.
7. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

This request for product substitution also constitutes a representation that I, as the Contractor:

1. Has investigated proposed Product and determined that it meets or exceeds the quality of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Architect/Engineer for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering services claimed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

Contractor's Authorized Representative (Typewritten): _____

Authorized Signature: _____

Date: _____

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 01 - Section 013300 - SUBMITTALS.

1.03 TIME FOR COMPLETION

- A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.
- B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.
- C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.
- D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Contractor shall provide a copy of the final Certificate of Occupancy from the AHJ prior to issuance of the final payment. Removal of the Contractor's plant and equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.
- E. Notwithstanding the foregoing, the Architect/Engineer will establish the date of substantial completion when the Project is accepted and ready for operation, and no large or major items of Work are as yet outstanding. At such time, the Architect/Engineer will issue a punch list, itemizing the items of Work remaining. The punch list will include "minor" items only, as defined solely by the Architect/Engineer. Any prior punch lists, which include "major" or significant items, as defined by the Architect/Engineer, shall not be a criterion in establishing the date of substantial completion.

1.04 PARTIAL COMPENSATION

- A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
 - 1. A canceled check or paid bill from the supplier is submitted to the Architect/Engineer indicating that the Contractor has paid the supplier for the material or equipment.

2. The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
 3. A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
 4. A bill of material is delivered to the Architect/Engineer at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.
 5. The Architect/Engineer has agreed to the pre-purchasing of the materials.
- B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner.

1.05 SCHEDULE OF VALUES

- A. Coordination: Contractor shall coordinate preparation of its Schedule of Values for the Work with preparation of the Contractors' Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of allowances.
 - e. Schedule of alternates.
 - f. Schedule of submittals.
 2. Submit the Schedule of Values (SOV) to the Construction Manager within 10 days of receipt of Letter of Intent but no later than 10 days before the date scheduled for submittal of the initial Applications for Payment. (SOV received after the 15 day of the month, will not be accepted for review until the following month to allow for computer system input time required by the Construction Manager and the Owner.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one item for each Specification Section.
1. Identification: Include the following Project Identification on the Schedule of Values:
 - a. Project name and location. (Each school and additions / renovations will require separate breakdown sections and front end with subtotals.
 - b. Name of the Architect/Engineer and name of the Construction Manager.
 - c. Architect's Project Number.
 - d. Contractor's name and address.
 - e. Date of Submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents and coordinate with Article 9, A.1 of the General Conditions of the

- Contract for Construction. Break principal subcontract amounts down into several line items where requested by Construction Manager. Multiple line items will be provided for amounts in excess of five percent of the contract sum, broken out into sub components equating to not greater than five percent each. Separate all line items by material & labor.
- a. Breakdown shall be separated between additions and renovations with subtotals for each.
4. In addition to the breakdown of specification sections , separate line items will be required for the following front-end line items:
 - a. Bonds & OCP insurances shall have separate line items. (substantiation letters shall be required from bonding & insurance company for any amounts higher than industry standard). Only OCP insurance shall be allowed for the insurance line item. All other insurance costs must be distributed by contractor throughout the various sections.
 - b. Supervision: include a minimum of one percent of contract value.
 - c. Project Administration: include a minimum of one percent of contract value.
 - d. Project meetings (appropriate value for weekly attendance for entire duration of Project - see Section 013119 Progress Meetings).
 - e. Punchlist - include a minimum of two (2) percent of contract sum.
 - f. Closeout: separate lines for demobilization, Operation & Maintenance manuals, closeout paperwork and Demonstration & Training. All totaling a minimum of three (3) percent of the Contract value.
 - g. Continuous Clean-up and Final Clean-up values each at a minimum of one half percent (0.5 % of the Contract value).
 - h. The General Construction Contractor shall add a line item for broom sweep/ damp mopping at an agreed to value.
 5. Round amounts to nearest whole dollar; the total shall equal the Contract Value.
 6. Provide a separate line item in the Schedule of Values (SOV) for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing.
 7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
 9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual Work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expenses, at the discretion of the Contractor.
 10. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Value.

1.06 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

- C. Payment-Application Times: The date for each progress payment is the 21st day of each month (or as designated by the Owner). The period covered by each Application for Payment is the previous month.
- D. Payment-Application Forms: Use AIA Document G702 (include line for Construction Manager signature) and Continuation Sheets G703 as the form for Applications for Payment.
1. Separate Continuation Sheets shall be provided for Work which takes place on each building, which will detail that portion of the contract which is attributable to the specific building. The appropriate S.E.D. Project number(s) shall be shown on the top of each continuation form.
- E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Construction Manager will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Allowances issued prior to the last day of the construction period covered by the application. (No Change order or Allowance requisitions can be made or listed on the requisition, unless the formal Change Order and Allowance paperwork has been fully executed by Contractor, Construction Manager, Architect and Owner).
 3. Provide copies of payrolls which are signed and notarized documenting compliance with prevailing wage laws. Payrolls for contractors are required from the 25th day of the previous month to the 24th day of the current month. Payrolls for subcontractors are required from the 15th day of the previous month to the 14th day of the current month.
 4. Provide copies of Lien Waivers for the previous payment (or anticipated payment). Include certificate of monthly payment for subcontractors for the previous month.
 5. Provide OSHA 10 certificates for all Workers on site.
 6. Payment for stored materials (whether on-site but not installed, or offsite in a secured warehouse) will require a Bill of Lading showing the exact value accompanied by photographs of the actual materials. In no case shall more than 80% be approved for uninstalled stored materials. An Insurance certificate must be provided, specific to the materials stored with the appropriate dollar value (for on-site or offsite materials).
- F. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to the Construction Manager by a method ensuring receipt within 24 hours. Each copy shall be complete and securely attached and shall include all waivers of lien, certified payrolls and similar attachments.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect and Construction Manager.
- G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the items listed below. The initial payment application will not be processed until all of these actions and submittals have been received by the Construction Manager. When preliminary submissions are received with the initial application (item 4 and item 7 listed below), the final submission for these items must be received and approved by the Construction Manager prior to submission of the second application for payment.
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. Submittal Schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from governing authorities for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction meeting.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire the Owner's insurance.
 17. Initial settlement survey and damage report, if required.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1.07 ACCEPTANCE OF FINAL PAYMENT REQUEST

- A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

1.08 SCOPE OF PAYMENTS

- A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all Work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to

renew or replace all defects and imperfections, or damages. The Architect/Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values

1.02 SCHEDULE OF VALUES

- A. Submit for approval prior to the start of the Work a Schedule of Values that indicates a breakdown of the labor, materials and equipment and other costs used in the preparation of the bid in a manner that is consistent with Section A.1 of Article 9 of the General Conditions of the Contract for Construction. This schedule shall be in sufficient detail to indicate separate figures for such items as excavation, concrete, equipment and all other items making up the lump sum price. The cost breakdown shall be separately itemized for each lump sum bid item in the Project.
- B. Where the cost breakdown includes items for bond payment, insurance payment, job set-up, or job mobilization, these items will be paid based on paid invoices and copies of cancelled checks.
- C. Submit a Schedule of Values to the Architect/Engineer for review and approval within seven (7) calendar days from the date shown on the Notice to Proceed.

1.03 FORM OF SUBMITTAL

- A. Submit typewritten Contract Cost Breakdown on AIA Form G703 - Application and Certificate for Payment Continuation Sheet or EJCDC 1910-8-E. The Architect/Engineer reserves the right to revise the form or provide a form prepared by the Architect/Engineer.
- B. Use the Table of Contents of the Specifications in the Project Manual as a basis for format for listing costs of Work for Sections under Divisions 01-48 as sections apply to Work. Not all Sections need be assigned a breakout price as determined by the Architect/Engineer.
- C. Identify each line item with number and title as listed in Table of Contents.
- D. Provide dollar values for each line item for labor, overhead, profit, material, and equipment components for each category of Work if requested by the Architect/Engineer.
- E. List quantities of materials specified under unit price allowances.
- F. The Schedule of Values, after approval by the Architect/Engineer, shall be the basis for the Contractor's Application for Payment.
- G. The first Application for Payment will not be reviewed prior to an approved Schedule of Values.

1.04 PREPARATION OF SCHEDULE OF VALUES

- A. In addition to the above, provide a separate line item cost for each of the following items which shall be supported by proof where requested by the Construction Manager or Architect/Engineer:
 - 1. Performance and payment bonds.
 - 2. Insurance.
 - 3. Mobilization and Demobilization (Amounts shall be equal in value).
 - 4. Temporary facilities and measures as specified in Section 015000.
 - 5. Project Coordination Meetings as specified in Section 013100.

6. Preparation of the Project Construction Schedule, and updates, as specified in Section 013300.
7. Preparation of Weekly Schedules as specified in Section 013100
8. All Cash Allowance items as contained in Section 012100.
9. Final cleaning.

B. Show total costs including overhead and profit.

C. Provide additional details and data to substantiate the cost breakdown as requested by the Construction Manager or Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes:
 - 1. Requests for Interpretation or for information
 - 2. Coordination between Contractors, if applicable
 - 3. Administration of subcontracts
 - 4. Coordination of Work with utility companies and the Owner/Architect/Engineer and the Construction Manager.
 - 5. Communication and coordination requirements
 - 6. Qualifications of Contractor's job site superintendent
- B. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

1.02 REQUEST FOR INTERPRETATION OR INFORMATION

- A. The Contractor shall use the Request for Interpretation/Information Form included within this Section when the Contractor feels that additional information is needed to perform the Work of the Contract Documents.
- B. The Architect/Engineer will respond to requests utilizing the form provided herein.
- C. The Architect/Engineer's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. A signed facsimile of the form will be accepted. The original of the form must be signed and provided to the project manager.
- E. The Architect/Engineer will respond in writing to the request as soon as possible.

1.03 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit one copy to the Construction Manager by 10:00 a.m. the following day. Any contractor not submitting required reports will not receive approval of the subsequent application for payment until such time that all required information is submitted:
 - 1. List of subcontractors at the site.
 - 2. Count and names of personnel at the site.
 - 3. High and low temperatures, general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Emergency procedures.
 - 9. Orders and requests of governing authorities.
 - 10. Change Orders received, implemented.
 - 11. Services connected, disconnected.
 - 12. Equipment or system tests and startups.
 - 13. Partial Completions, occupancies.
 - 14. Substantial Completions authorized.

1.04 COORDINATION BETWEEN CONTRACTORS

- A. During the progress of the Work, other Contractors may be engaged in performing other Work or may be awarded other contracts for other Work on this Project. Each Contractor shall coordinate all the Work to be done with the Work of each Contractor(s) through the Construction Manager and/or the Owner.
- B. Each Contractor shall fully cooperate with each other Contractor(s) and carefully fit its own Work to that provided under other contracts as shown or specified in the Contract Documents and as may be coordinated by the Owner, Construction Manager or the Architect/Engineer
- C. Each Contractor shall not commit or permit any act that will interfere with the timely performance of Work by any other Contractor.
- D. The Contractor shall conduct his/her own operations, and to cooperate with such other parties, so as to cause as little interference as possible with the Work by others.
- E. The Contractor agrees to make no claim against the Owner, Architect/Engineer or the Construction Manager for additional payment due to delays or other conditions created by the operation of others.
- F. If there is a difference of opinion as to the respective Project rights of each Contractor doing the Work, within the limits of or adjacent to the Project, the Owner, Architect/Engineer or Construction Manager shall decide as to the respective rights of the various parties involved in order to secure completion of the Work in a satisfactory manner. The Owner, Architect/Engineer or Construction Manager's decision shall be final and binding on each Contractor.
- G. If any portion of the Work of the Contractor, or any of his/her Subcontractors, depends upon the proper execution of the Work by others, the Contractor shall promptly give written notice to the Construction Manager and the Architect/Engineer of all purported defects in the installed Work as renders it unsuitable for proper execution and completion of his own Work. The Contractor shall further notify the Construction Manager and the Architect/Engineer of all supposed delays, in the performance of his/her Work, as will affect the timely performance of his own Work or the Project.
- H. The Contractor's lack of notice shall also constitute an acceptance by him/her and an acknowledgement of the timely performance of Work by other Contractors or the Owner and that no claims for additional compensation may result.
- I. If the Owner/Architect/Engineer determines that the Contractor is failing to coordinate his own Work with the Work of others, then the Owner shall have the right to enforce the provisions of the Contract as related to non-performance.
- J. The Owner, the Construction Manager and the Architect/Engineer shall not be liable for any damages suffered by this Contractor by reason of any other Contractor's failure to comply with the directions so issued by the Owner, the Construction Manager and the Architect/Engineer, or by reason of another Contractor's default in performance; it being understood that the Owner does not guarantee the continued efficiency or Work production of any Contractor and by execution of the Contract, the Contractor fully understood the potential coordination problems associated with Projects involving multiple prime construction contracts.
- K. The Contractor's attention is specifically directed to the fact that he may not have exclusive occupancy of the Work area within the limits of the Contract. Each Contractor shall afford the Owner, other Contractors, and utilities reasonable opportunity for the storage of their materials

and equipment, and the execution of their Work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

1.05 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract Documents shall be binding upon each Subcontractor.
- B. Furnish each Subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.
- C. Provide at least one (1) copy of each approved shop drawing to each Subcontractor whose Work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all Work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- D. Each Contractor shall sequence and schedule the Work of its Subcontractors. Coordinate construction and administration activities of Subcontractors. The Architect/Engineer, Construction Manager and Owner will not accept telephone calls, facsimiles or office visits from any Subcontractors on the Project. Subcontractor and vendor questions and clarifications shall be directed to the Construction Manager and Architect/Engineer by the Contractor.
- E. The Contractor's on-site Project superintendent shall inspect all the Work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any Work on the site without the Contractor's job site superintendent also being there to inspect the Work as it is being performed.

1.06 UTILITY COORDINATION

- A. Comply with the requirements of 16 NYCRR Part 753 - Protection of Underground Facilities. Submit a letter stating the case number.
- B. Comply with the utility coordination requirements contained in the General Conditions.

1.07 PUBLIC/PRIVATE UTILITIES

- A. Notify all public and private utilities in accordance with Article 36, Section 764 of the New York State General Business Law and Section 119-B of the New York State Public Service Law for location and markout of existing utilities in the vicinity of the Work.
- B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

1.08 SPECIFIC COORDINATION REQUIREMENTS

- A. Sequence and schedule Work so as not to interfere with the Work by others. Coordinate the Work of this Contract with the Work by others. In case of conflicts due to improper coordination by the Contractor, the Owner, Construction Manager, and/or Architect/Engineer's resolution will be final. No compensation will be awarded for extra Work required to resolve conflicts.
- B. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing Work which may be indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.

- C. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of all fixtures and outlets with finish elements and Work by all other trades.
- D. Project Coordination Meetings: Participate in and attend the Project Coordination Meetings as specified below:
 - 1. A minimum of two (2) Project coordination meetings will be held at the Owner's office or Project site.
 - 2. The meetings will be held when so called for by the Construction Manager or the Architect/Engineer.
- E. The Contractor shall sequence and schedule Work so as not to interfere with the Work by others and to afford each Contractor the time to complete their contractual obligations with the Owner. Coordinate the Work of this Contract with the Work by others. Coordination includes, but is not limited to, the following:
 - 1. Schedule Work with all trades throughout the Project to prevent interference.
 - 2. Accomplish Work in coordination with the other Contractors in a manner that will allow each Contractor adequate time (at the proper stage of construction as determined by the Construction Manager, the Owner or the Architect/Engineer) to perform and complete the Work of their contract.
 - 3. In case of conflicts due to improper coordination by any Contractor, the Construction Manager, the Owner, or the Architect/Engineer's resolution will be final. No compensation will be awarded for extra Work required to resolve conflicts or to coordinate the Work of all contracts.
- F. The Contractor shall also coordinate the Work by complying with the following:
 - 1. Construction Schedule: The Contractor shall provide a construction schedule as specified in Section 013216 - Construction Schedules.
 - 2. Work Plan: All Contractors shall within five (5) calendar days from the date of the Notice to Proceed, submit to the Engineer a type written Work plan in bullet format of the sequence of construction activities from start to finish of construction. A facsimile will not be accepted. All Work plans shall include a description of the different major phases of construction as pertaining to the individual construction contract. As a minimum each Work plan shall include the tasks and subtasks specified in Section 013216 for the Project schedule.
- G. Project Coordination Meetings: All Contractors shall participate in and attend the Project Coordination Meetings as specified below:
 - 1. The meetings will be held when so called for by the Construction Manager or the Architect/Engineer.
 - 2. All Prime Contractors shall be required to attend the meetings.

1.09 CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. Each Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. Each Contractor shall name the job site superintendent within five (5) days of the Notice To Proceed. A letter to the Construction Manager and the Architect/Engineer shall be provided.
- C. He/She shall have the authority to sequence and schedule the Work, and to staff the Project, so as not to interfere with the Work by others and to complete the Work daily within the time so required.

- D. Each Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for Projects of equal size and complexity.
- E. Each superintendent shall be qualified to perform the duties so required to successfully complete the Work in accordance with the Contract Documents.
- F. Each superintendent shall speak English or the Contractor shall employ the services of a full-time on-site interpreter at no cost to the Owner to facilitate communications with employees, Subcontractors and their employees, other contractors, the Architect/Engineer and the Construction Manager. If required by the Architect/Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the Project, he may wish to arrange an interview with the Architect/Engineer to determine the proposed superintendent's ability to properly coordinate the Work through the Construction Manager and the Architect/Engineer. The Contractor shall employ a superintendent acceptable to the Owner.

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REQUEST FOR INTERPRETATION/INFORMATION (RFI)

OWNER'S NAME: SOMERS CSD

PROJECT NAME & CONTRACT DESIGNATION: SMSD 2105 Air Handler Replacement at PES

CONSTRUCTION CONTRACT NO.: SMSD 2105

Product, Item, or System:	
Request Date:	RFI No.:
Specification Section:	Paragraph Ref:
Contract Drawing Reference(s):	
Describe Request:	
Signed:	See Contractor's Attachments for Additional Description for Information
Owner/Architect/Engineer Response:	
Architect/Engineer (Printed):	See Architect/Engineer's Attachments for Additional Information
Architect/Engineer's Signature & Date	<i>Response Accepted By Contractor Contractor's Signature & Date</i>
The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Architect/Engineer.	

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for progress meetings, including but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Pre-installation conferences.
 - 3. Progress meetings.
 - 4. Coordination meetings.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. A preconstruction conference will be scheduled before starting construction, at a time convenient to the Owner, Construction Manager and the Architect, but no later than 15 days after issuance of the Letter of Intent. The conference will be held at the Project Site or another convenient location.
- B. Attendees: Authorized representatives of the Construction Manager, Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and be authorized to speak/make decisions, on behalf of the concern they represent, on matters relating to the Work.
 - 1. Agenda: Discuss items of significance that could affect progress, including the following:
 - 2. Tentative construction schedule.
 - 3. Critical Work sequencing.
 - 4. Designation of responsible personnel.
 - 5. Procedures for processing field decisions and Change Orders.
 - 6. Procedures for processing Applications for Payment.
 - 7. Distribution of Contract Documents.
 - 8. Submittal of Shop Drawings, Product Data, and Samples.
 - 9. Preparation of record documents.
 - 10. Use of the premises.
 - 11. Parking availability.
 - 12. Office, Work, and storage areas
 - 13. Equipment deliveries and priorities.
 - 14. Safety procedures.
 - 15. First aid.
 - 16. Security.
 - 17. Housekeeping.
 - 18. Working hours.
- C. Reporting: The Construction Manager shall set-up the meeting(s), prepare and issue meeting minutes to attendees and interested parties.
- D. Each Contractor is required to attend the pre-construction conference at a location, date, and time selected by the Construction Manager in consultation with the Owner.

1.03 PREINSTALLATION CONFERENCES

- A. Contractor shall conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction activities / trade Work.
- B. Attendees: The Installer and representatives of the Prime Contractor, manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with

other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Construction Manager and Architect of scheduled meeting dates.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop Drawings, Product Data, and quality-control samples.
 - g. Review of mockups. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's recommendations.
 - l. Warranty requirements. Compatibility of materials. Acceptability of substrates. Temporary facilities.
 - m. Space and access limitations.
 - n. Governing regulations.
 - o. Safety
 - p. Inspecting and testing requirements. Required performance results.
 - q. Recording requirements Protection.
2. Contractor shall record significant discussions, agreements and disagreements of each conference and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner, Construction Manager, and the Architect.
3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest possible date.
4. Reporting: Prime Contractor or Installer shall issue meeting minutes to attendees, Construction Manager, Owner and Architect and associated field representatives.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be held at the Project Site at regular intervals (typically weekly) as determined by the Construction Manager and the Architect.
- B. Attendees: In addition to representatives of the Owner, the Construction Manager, and the Architect, each Prime Contractor shall be represented at these meetings. Attendance is mandatory at weekly meetings and Contractor will include in their bid a sum of \$250.00 per meeting (figure 10 meetings) to have an authorized individual in attendance capable of making decisions and providing direction. This amount will be listed as a separate line item on the Contractor's Schedule of Values. If the Contractor misses a meeting without prior written authorization from the Construction Manager, the Contractor will be issued a deduct change order in the amount of \$250.00 per occurrence. Subcontractors, suppliers, or other entities will be invited at the discretion of the Owner, the Construction Manager, and the Architect. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be

- expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
2. Review the present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Time
 - c. Sequences.
 - d. Status of submittals.
 - e. Deliveries.
 - f. Off-site fabrication problems.
 - g. Access.
 - h. Site utilization.
 - i. Temporary facilities and services.
 - j. Hours of Work.
 - k. Hazards and risks.
 - l. Housekeeping.
 - m. Quality and Work standards.
 - n. Change Orders.
 - o. Documentation of information for payment requests.
- D. Reporting: Approximately 5 days after each meeting, Construction Manager will prepare and distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- E. Progress meetings will be held approximately once every two (2) weeks during the Project. The Owner may elect to hold meetings more or less frequently.
- F. At least seven (7) calendar days advance notice will be given by the Construction Manager or the date for the upcoming meeting will be set during the progress meeting.
- G. Attendance at progress meetings shall be mandatory. An amount of \$1,000 shall be deducted from the Contract Amount for each announced meeting not attended by the Contractor.
- H. The owner, a partner, or a corporate officer representing the Contractor shall attend each announced progress meeting. The job site superintendent and office Project manager for each Contractor shall also attend.
- I. Subcontractors shall attend when requested by the Owner or Construction Manager at no cost to the Owner.
- J. Meetings will be conducted by Construction Manager at a location selected by the Owner, normally at or adjacent to the Project site.
- K. The minimum agenda will cover:
 1. Review minutes of previous meetings.
 2. Identify present problems and resolve them.
 3. Plan Work progress during next Work period.
 4. Review the status of off-site fabrication and delivery schedule.
 5. Review shop drawings and submittal schedules.
 6. Review change order status.
 7. Review status of construction progress schedule.
 8. Coordinate access requirements.
 9. Other business related to the Work.

1.05 COORDINATION MEETINGS

- A. Conduct Project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- D. The Construction Manager Field Manager will conduct daily meetings with the prime contractors and major subcontractors foremen. The purpose of the meetings is to provide the opportunity for each contractor to communicate to the Field Manager any items relating to their respective construction activity for that day (request for shutdown, deliveries, etc.) The meetings will commence from 7:00 o'clock am until 7:30 o'clock am. These meetings are generally informal. The Construction Manager Field Manager will keep minutes of these meetings when appropriate and will be available upon request.

1.06 SAFETY MEETINGS

- A. Each Contractor will be responsible to conduct their own safety meetings on a regular basis (but not less than four times during any thirty day period.)
- B. Minutes of the Safety Meetings must be maintained by each Contractor on-site and must be made available upon request. Failure to conduct such meetings and to prepare and maintain meeting minutes will be grounds to reject the Prime Contractor's progress payment.

1.07 OTHER MEETINGS

- A. Attend special meetings which may be required or called for by Federal, State or Local authorities, utility companies, Owner, Construction Manager, Architect/Engineer or any other firm, person or organization related to the Project.

1.08 CONDUCTING MEETINGS

- A. General - This paragraph covers Owner, Architect and Construction Manager meetings with Contractor and/or his Subcontractors. Neither the Owner nor the Construction Manager nor the Architect wish to meet solely with a Subcontractor and requests for such meetings will be discouraged. If a meeting is deemed necessary, every effort will be made to have Contractor attend. If, for some reason, circumstances do not allow such, the meeting may be held, minutes of the meeting will be sent to Contractor and decisions on any major questions will be reserved until Contractor has been consulted. Subcontractors may accompany Contractor to meetings provided the Contractor notifies the Construction Manager in advance.
- B. Chairman - When Construction Manager and Owner attend meetings, the Construction Manager, or his duly authorized representative, will act as chairman. Should Owner-Contractor meetings be necessary, Owner will chair such meetings.
- C. Notices - Construction Manager or Owner will issue notices of meetings to all parties concerned and will note therein who must attend and who may attend if they so desire. When a Contractor desires a formal meeting, the Contractor shall make a request through Construction Manager. Except when Construction Manager determines that a prompt meeting is essential, all notices will be issued at least one week in advance of the meeting date.

- D. Agenda - All parties shall inform Construction Manager of items desired to be discussed and Construction Manager will notify all parties of all items to be considered. This is to allow each party to fully prepare for the meeting. This shall not be construed to mean that other items cannot be brought up at the meetings.
- E. Time Limits - It is the intent to hold productive and efficient meetings and to keep them as short as is reasonably possible. The Chairman will be the sole judge as to whether or not further discussion on any matter is warranted and all discussions shall cease when he so orders.
- F. Minutes - Minutes of meetings will be kept, written and distributed by the Chairman or his duly authorized representative. Minutes of all meetings will be available upon request to the Chairman.
- G. Conduct - It is the intent to conduct all meetings in an orderly manner, to reasonably discuss all items and to hear and observe the rights and opinions of all parties. The Chairman will allow each party to speak, however, he reserves the right to order any individual to leave the meeting at any time for any reason.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for preparing construction schedules and for keeping them up to date.
- B. Prepare a Gantt Chart type schedule and keep it up to date as specified hereinafter.
- C. All schedules shall be submitted in accordance with the requirements contained herein in Section 013300.
- D. Refer to Section 013100 regarding the requirements for attendance at Project Coordination Meetings and additional requirements concerning the submission of other Project coordination and sequencing information.

1.02 CONSTRUCTION SCHEDULE - GENERAL

- A. The Contractor shall develop a full schedule, in sufficient detail and clarity so that the Contractor can plan and control his Work properly and the Construction Manager, Owner and Architect can each readily monitor and follow the progress for all portions of the Work. The Contractor shall complete the detailed schedule within 10 days after contract award.
- B. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.
- C. Monthly updates, required schedules and graphics shall be submitted to the Construction Manager within five Working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five copies.
- D. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Re-submittals shall be in the same quantities as noted above. Review and response by the Construction Manager will be given within (10) calendar days after resubmission.
- E. The schedule shall comply with the various limits imposed by the scope of Work any by any contractually intermediate milestone dates and completion dates included in the contract.
- F. The activities identified in the schedule shall be analyzed in detail to determine activity time durations in units of whole Working days. All durations listed shall be the result of definitive manpower and resource planning by the Contractor. The contractor will provide specific manpower loading information / crew size to support the duration proposed. (e.g. - 4 man crew can produce 1000 sq. ft. / day, Project has 11,000 sq. ft., thus duration is identified as 11 days)
- G. The activity data shall include activity codes to facilitate selection, sorting and preparation of summary reports and graphics. Activity codes shall be developed for:
 - 1. Area: Subdivision of the site into logical modules or blocks and levels.
 - 2. Responsibility: Contractor or subcontractor responsible for the Work.
 - 3. Specifications: CSI format - 48 Division.
 - 4. System: Division of the Work into building systems for summary purposes.
 - 5. Milestone: Work associated with completion of interim completion dates or milestones.
 - 6. Pay Item: Work identified with a pay item listed on the approved Schedule of Values.
- H. Coordinate the Work and maintain the construction schedule. In the event actual progress begins to lag the schedule, promptly employ additional means and methods of construction to make up the lost time.

- I. Keep the construction schedule current and revise and resubmit as often as necessary to accurately reflect the conditions of the Work, past progress and anticipated future progress.
- J. The construction schedule shall be completed, submitted, and received by the Architect/Engineer prior to the first payment application.
- K. The schedule, when approved by the Construction Manager, Owner and Architect, shall establish the dates for starting and completing Work for the various portions of the Contract. It shall be the duty of the Contractor to conform to his/her own schedule and to perform the Work within the time limits indicated. Failure to adhere to the approved schedule may expose the Contractor to disputes, claims and additional costs incurred by others.
- L. Coordinate letting of subcontracts, material purchases, shop drawing submissions, delivery of materials, and sequence of operations, to conform to the schedule.
- M. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- N. The schedule shall show the critical sequence items where new units must come online before existing facilities go offline, if applicable to the Project. The schedule shall also show, in detail, the proposed sequence of the Work and the estimated date of starting and completing each stage of the Work in order to complete the Project within the contract time.
- O. The schedule shall be plotted out in color and shall be 11-inch by 17-inch. It shall contain as many sheets as are necessary to show all rolled down tasks. Partially printed schedules will not be accepted. Each Contractor shall arrange to have it plotted on a color plotter suitable for the intended application.
- P. Prepare the schedule in a manner so that the actual progress of the Work can be recorded and compared with the expected progress.
- Q. The schedule shall use the following convention:
 - 1. Tasks for the General Contractor in blue ink.
 - 2. Task links/task dependency in blue ink.
 - 3. Work by others in green ink.
 - 4. Milestone dates (zero duration) by a red diamond.
 - 5. The end date for each task and subtask at the end of a bar.
 - 6. The description of all major tasks within the bar. The bar shall be red.
 - 7. Critical path as defined by Construction Manager.

1.03 CONSTRUCTION SCHEDULE - GANTT CHART TYPE

- A. The schedule shall show, in detail, the proposed sequence of the Work and the estimated date of starting and completing each stage of the Work in order to complete the Project within the Contract Time.
- B. Prepare the schedule in a manner so that the actual progress of the Work can be recorded and compared with the expected progress.
- C. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.
- D. The schedule shall show the following:
 - 1. Task links/task dependency in blue ink.
 - 2. Work under the Contract in green ink.

3. Milestone dates (zero duration) by a red diamond.
4. The end date for each task and subtask at the end of a bar.
5. The description of all major tasks within the bar. The bar shall be red.
6. Critical path as defined by the Construction Manager.

1.04 REPORTS

- A. For initial submittal and each update the Contractor shall prepare the following standard report:
 1. Tabular Schedule Report sorted by Activity code and Early Start.

1.05 GRAPHICS

- A. For initial submittal the contractor shall prepare the following graphics:
 1. Pure logic diagram (Precedence Format) of all data, not time scaled, grouped by Activity code.
 2. Detailed bar chart sorted by Activity Code with Early Start and Early Finish.
 3. Summary bar chart summarizing by Activity Code with Early Start and Early Finish.
- B. For each update the Contractor shall prepare the following graphic:
 1. Bar Chart showing Work activities with Early Start in the next 40 Work-days sorted by Activity Code and Early Start.
 2. Summary Bar Chart summarizing by Activity Code showing progress with Early Start and Early Finish.
- C. For each Change Order involving adjustment in the Contract Time for performance, the Contractor shall prepare a pure logic diagram showing the changed Work with all preceding (predecessors) and succeeding (successors) activities (fragnet schedule).

1.06 SUBMITTALS

- A. In no case shall the first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.
- B. Monthly updates, required schedules and graphics shall be submitted to the Construction Manager, Owner and Architect within five (5) Working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five (5) copies.
- C. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Resubmittal shall be in the same quantities as noted above. Review and response by the Construction Manager, Owner and Architect will be given within (10) calendar days after resubmission.

1.07 PAYMENT WITHHELD

- A. If the Contractor fails to submit the required schedule information as indicated in this section within the time stipulated or provide revision(s) thereof within the requested time, the Construction Manager, Owner and Architect may withhold approval of Progress Payment Estimates until such time as the Contractor submits the required information.

1.08 REVISION OF PROJECT PROGRESS SCHEDULE

- A. Each Prime Contractor shall evaluate and provide updated construction schedules monthly in accordance with job requirements. Each update shall be submitted to the Construction Manager, Owner and Architect for information purposes and be provided by the last Friday of every month

- B. Each Contractor shall modify its construction schedule to accommodate coordination of the construction contracts by the Construction Manager, Owner and Architect/Engineer without claims for additional compensation or delay.
- C. The Construction Manager will provide an electronic version of the Final Combined Construction Schedule for use in keeping the schedule up to date.
- D. From time to time, and at stages deemed appropriate by the Construction Manager and Architect, the Architect and Construction Manager may issue updated schedules to reflect the Project's status. The percent complete for each task may be shown, as determined by the Construction Manager and Architect.

1.09 UPDATES

- A. Updates of the Schedule shall be made at the end of each month reflecting actual or reasonably anticipated progress as of the last Working day of the month. Monthly updates of the Detailed Schedule will be made each month until all Work is substantially complete.
- B. The Contractor will meet with the Construction Manager, Owner and Architect at the end of the updated period to review information in draft form before preparation of the required schedules and graphics. The Contractor will present data, prepared in advance, for review and approval of the Construction Manager, Owner and Architect including :
 - 1. Actual Start Dates.
 - 2. Actual Completion Dates.
 - 3. Activity percent complete and/or Remaining Duration.
 - 4. Revised logic, changes in activity duration's or resource assignments.
 - 5. Narrative report discussing progress through the update period; changes, delays or other circumstances affecting progress; status of the Project with respect to completion schedule; and any efforts by the Contractor to improve progress.
- C. The update meeting will establish the values to be submitted for payment and will be directly related to the schedule of values in the application for payment.
- D. The Contractor shall prepare a report of the meeting and make all changes, additions or corrections to the data resulting from the review. The Contractor shall promptly prepare the monthly submittal following the update meeting.

1.10 CHANGES, DELAYS AND EXTENSIONS OF TIME

- A. When changes or delays are experienced, the Contractor shall submit to the Construction Manager, Owner and Architect, a Time Impact Analysis (TIA) illustrating the influence of each change or delay on the currently scheduled Contract completion date. Each Time Impact Analysis shall include a Fragnet (network analysis) demonstrating how the Contractor proposes to incorporate the change or delay into the Detailed Schedule. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor, the status of construction at that point in time, and the activity duration of all affected activities. The activity duration used in this Time Impact Analysis shall be those activities included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.
- B. Each TIA shall be submitted within five (5) calendar days after a delay occurs or a notice of change order is given to the Contractor. In cases where the Contractor does not submit a TIA for a specific change or delay with a specified period of time, it shall be mutually agreed that no time extension is required. Final evaluation of each TIA by the Construction Manager, Owner and Architect shall be made within fourteen (14) calendar days after receipt of the TIA unless

subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by the Owner. Upon approval of the Owner, Fragnets illustrating the influence of changes and delays shall be incorporated into the Detailed Schedule by the Contractor during the first update after agreement is reached.

- C. The time difference between the Early Finish date and the Late Finish Date is defined as "float." The "float" belongs to the Project and may be used by the Contractor, the Construction Manager, Owner or Architect to benefit the Project. Changes or delays that influence activities in the network with "float" and do not extend the Critical Path (the network of activities with zero days "float") shall not be justification for an adjustment in Contract Time for performance.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the Project. Electronic submissions will be required unless expressly noted otherwise.
- B. Refer to Section 013216 - Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.
- C. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Quality assurance submittals.
- D. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of subcontractors.

1.02 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
 - 1. Preparation of Coordination Drawings is specified in Division 1 Section " Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.03 IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor and shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part of this Section. *Submittals not containing the form will be returned to the Contractor un-reviewed.* The Architect/Engineer will not review Project submissions until such time as the form is completed in its entirety. Identify each submittal and resubmittal using the form.
- B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 033000.01-1

1. The Section number for which the submittal applies, followed by a period, shall be indicated, "033000."
 2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
 3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
 4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the Project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Architect/Engineer so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Architect/Engineer.
- E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Architect/Engineer's Project Manager as hereinafter defined.

1.04 SUBMITTAL SCHEDULE

- A. Submittals must be prepared and transmitted as follows, unless otherwise approved by the Construction Manager:
1. Within 15 Working days after Notice to Proceed:
 2. If the Contractor misses the deadline listed above, the Owner and its agents can withhold requisition payments until the required paperwork is received. If there are any open submittals beyond 60 days of contract award, the Owner may withhold Contractor payments until all required paperwork is received.
 3. Upon approval by the Construction Manager, non-critical submissions may be transmitted after the above time frame.
 4. Prepare submittals including information in accordance with Submittal Identification and Procedures specified in this section.

1.05 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the Construction Manager, fully coordinate all interrelated Work. As a minimum, do the following:
1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed Work of this Contract and Work by others.
 2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.
1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
 2. The Architect may elect not to review partial or incomplete submissions, whereupon the Architect will notify the Contractor of the additional submissions that are required before a review can be made.

1.06 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Architect/Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. All submittals requiring Architect's review (except operations manuals) as required under the technical specifications of these documents shall be submitted within **FIFTEEN (15)** consecutive calendar days after the date of the Notice to Proceed. An amount of **\$250** per calendar day shall be deducted from payment due the Contractor for each day that an outstanding submittal exists, said amount being the cost associated with the Architect's review.
- E. Operation and maintenance manuals shall be submitted at least **FORTY FIVE (45)** consecutive calendar days prior to scheduled startup of the unit or system.
- F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Architect, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in Contract Time.

1.07 DESTINATION OF SUBMITTALS

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the Project, the contract name, the Architect/Engineer's Project manager, a submittal ID number, and a description of content for the submitted items.
- B. A copy of the TRANSMITTAL FORM shall also be provided to the Construction Manager's inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website; a Submittal Exchange website or by email; pending instruction by the Architect/Engineer. H2M architects + engineers is using a Project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.
- D. As an external team member on this Project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the Project, including file transfers, RFI, Submittals, Action Items, and Project Calendar information. The Contractor will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the H2M architects + engineers/Newforma Info Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.
- E. Other submissions, such as material samples or other items as instructed by the Construction Manager, shall be sent to the Architect/Engineer's office as follows:
 - H2M architects + engineers

2700 Westchester Ave., Purchase, NY 10577

Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)

1.08 CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying or wide format copy/print machines.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.
- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Architect's review.

1.09 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other Work at or adjacent to the Project site in accordance with the requirements contained in Section 013300 - Submittals and the Contract Documents.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Construction Manager and Architect will not review submittals that have not yet been reviewed and approved by the Contractor.

1.10 ENGINEER/ARCHITECT'S REVIEW

- A. The Architect/Engineer will review and comment on each submission conforming to the requirements of this Section.
 - 1. The Architect/Engineer will review for conformance with the design concept of the Project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, or for coordinating the Work by others or subcontractors.
 - 2. The Architect/Engineer's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Architect/Engineer will mark submittals as follows:
 - 1. **NO EXCEPTION TAKEN (A)** - No corrections, no marks. The content of this submittal has been reviewed by the Architect/Engineer and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the Work in accordance with the Contract Documents.
 - 2. **MAKE CORRECTIONS NOTED (B)** - Minor amount of corrections. The content of this submittal has been reviewed by the Architect/Engineer and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Architect/Engineer shall be incorporated into the Work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.

3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the Architect/Engineer and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the Work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Architect/Engineer's comments and resubmitted to the Architect/Engineer for review. The information contained on the resubmittal shall not be incorporated into the Work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
 4. REJECTED (D) - The content of this submittal has been reviewed by the Architect/Engineer and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
 5. SUBMIT SPECIFIED ITEM (E) - The content of this submittal has been reviewed by the Architect/Engineer and this review has indicated that the Work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the Work, which complies with the Contract Documents.
 6. RECEIVED (R) - This submittal is accepted on the Project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.
- C. No payment will be made on any item for which a submission is required if such submission:
1. has not been made,
 2. has been made but was not stamped "No Exceptions Taken" by Architect/Engineer,
 3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Architect/Engineer's notes marked on the submittal,
 4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by the Contract Documents will not be recognized or processed.
- E. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
1. Allow between 10 and 15 business days for initial review of the first round of submittals. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
 2. If an intermediate submittal is necessary, process the same as the initial submittal. Allow an additional 10 business days for processing each submittal.
 3. No extension of Contract Time will be authorized because of contractor's failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

1.11 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Architect/Engineer, which did not appear on the previous submissions.

1.12 CONTRACTOR'S RESPONSIBILITIES

- A. Architect/Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.

- B. No portion of the Work requiring a submission shall be commenced until the Architect/Engineer has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

1.13 EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (Work) conducted or undertaken by the Architect/Engineer as stipulated below:
 - 1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making Project submissions.
 - 2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
 - 3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the Project, as contained in the Contract Documents at the time of bid.
 - 4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500 - REGULATORY REQUIREMENTS, to determine if the substituted product is equal to that specified.
 - 5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the Project in any way.
 - 6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
 - 7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the Work.

1.14 MISCELLANEOUS SUBMITTALS

- A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the Project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Architect/Engineer for review.
- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.15 SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G705, within FIFTEEN (15) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.
- B. Indicate M/WBE subcontractors in accordance with the requirements contained in other portions of the Project Manual.

1.16 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Article 28 of the New York State Labor Law, including but not limited to Section 876 thereof, and any implementing regulations with regard to notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of Part 1910 (Occupational Safety and Health Standards) of Chapter XVII of Subtitle B of Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner, Construction Manager and Architect/Engineer by the Contractor's submission of a Safety Data Sheet (SDS), which was formerly known as a Material Safety Data Sheet (MSDS), in accordance with "Right To Know" requirements.
- C. Products will not be permitted to be kept on site without a SDS (formerly known as MSDS).

1.17 SHOP DRAWINGS

- A. Submit shop drawings for all fabricated Work, for all manufactured items and for items specifically required by the specifications.
- B. Submit one (1) electronic copy of each standard drawing, catalog cut, or other material. All shop drawings or submittals that are not in the standard 8-1/2" x 11" format shall be submitted electronically and in paper. Samples shall be delivered directly to the office of the Architect/Engineer and the Construction Manager shall be notified contemporaneously of such delivery. The Architect/Engineer will return an electronic copy of each submittal once reviewed.
- C. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
 - 1. Return submittals which are found to be inaccurate or in error.
 - 2. Do not submit to the Architect/Engineer until all corrections have been made.
- D. Clearly show the relationship of the various parts of the Project and where the information provided on the submission depends upon field measurements and existing conditions.
- E. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Architect/Engineer.
- F. Submissions for a single item, or group of related items shall be complete.
- G. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- H. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
- I. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- J. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
 - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the Work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
 - 2. Make drawings the same size as the Contract Drawings and to the same scale.

- K. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- L. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 36 inches by 48 inches.
 - 7. All Technical Submittals.

1.18 SAMPLES

- A. Where required, or where requested by the Architect/Engineer, submit sample or test specimens of materials to be used or offered for use.
 - 1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Architect/Engineer, prepaid, along with identification as to their sources and types of grades. Contemporaneously notify the Construction Manager of delivery of samples to the Architect/Engineer.
 - 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Architect/Engineer has completed his review.

1.19 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

1.20 CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of the Contract Documents.

1.21 COLORS AND PATTERNS

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Construction Manager's, Architect/Engineer's and Owner's review and selection.

1.22 MANUFACTURER'S SERVICE CENTER

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Architect/Engineer solely on that basis.
- B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center's present customers who are in the area of the Project.

1.23 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribution: It is the Contractor's responsibility to coordinate submittals with each subcontracting trade. Each Contractor shall be required to provide their Subcontractors with a complete list of their submittals in order that other contractors can request required submittal information.
 - 1. When revisions are made, distribute 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 construction activities.

1.24 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit one copy to the Architect and one copy to the Construction Manager by 10:00 a.m. the following day. Any Contractor not submitting required reports will not receive approval of the subsequent application for payment until such time that all required information is submitted
 - 1. List of subcontractors at the site.
 - 2. Count of personnel at the site (substantiates payroll).
 - 3. High and low temperatures, general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Emergency procedures.
 - 9. Orders and requests of governing authorities.
 - 10. Change Orders received, implemented.
 - 11. Services connected, disconnected.
 - 12. Equipment or system tests and startups.
 - 13. Partial Completions, occupancies.
 - 14. Substantial Completions authorized.

1.25 TEST RESULTS AND INSTALLATION

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Architect/Engineer and Construction Manager Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.

- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to the Architect/Engineer and the Construction Manager in the form of a MSR.
- C. Do not deliver to the Project or incorporate into the Work any materials or equipment for which Architect/Engineer has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

1.26 SPARE PARTS LIST

- A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

1.27 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

- A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the Work. In such cases, the Contractor shall submit two (2) copies of required Product Data directly to the Architect/Engineer's and Construction Manager's field representative for information and verification during its incorporation into the Work. The SUBMISSION TRANSMITTAL FORM shall always be used.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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CONTRACTOR'S COMPANY NAME
ADDRESS

SUBMISSION TRANSMITTAL FORM

CLIENT NAME: SOMERS CSD

PROJECT TITLE: SMSD 2105 Air Handler Replacements at PES

H2M PROJECT NO.: SMSD 2105

Product, Item, or System Submitted:			
Submission Date:		Submission Log No.:	
Specification Section:		Paragraph Reference:	
Contract Drawing Reference(s):			
Manufacturer's Name:			
Manufacturer's Mailing Address:			
Manufacturer's Contact Information:	<i>Name</i>	() <i>Tel. no.</i>	<i>Email</i>
Supplier's Name:			
Supplier's Mailing Address:			
Supplier's Contact Information:	<i>Name</i>	() <i>Tel. no.</i>	<i>Email</i>
This item is a substitution for the specified item:	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
Contractor's Approval Stamp with Signature & Date	<u>Contractor's Brief Comments or Remarks</u> (attach separate letter as needed):		
	By making this submission, we represent that we have determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving the item into the enclosed space, materials, catalog and model numbers and similar data and that we have checked and coordinated this submission with other Work at or adjacent to the installed location in accordance with the requirements contained in the Contract Documents.		

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

1.02 CODES

- A. Comply with the requirements of the various codes referred to in the Contract Documents. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing Work.
- C. Electrical Work: Conform to the requirements of the National Electrical Code (NEC) unless otherwise shown or specified. The Owner will be the sole judge of the interpretation of these rules and requirements.

1.03 GOVERNING AGENCIES

- A. All Work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
 - 1. Occupational Safety and Health Act - OSHA
 - 2. State Department of Environmental Conservation
 - 3. State Building Code
 - 4. State Fire Code
 - 5. National Fire Protection Association - NFPA
 - 6. National Electrical Code
 - 7. State Plumbing Code
 - 8. County Department of Health
 - 9. Town Codes, Rules, Laws and Ordinances
 - 10. Sewer District Sewer Use Code
 - 11. Local Water District
 - 12. Electric Utility
 - 13. Gas Utility
 - 14. State Education Department

1.04 PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the Work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed Work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the Work.

1.05 NOISE CONTROL

- A. Control noise in accordance with Town, NYSED, and OSHA requirements.

1.06 PERFORMANCE BONDS

- A. The Contractor shall obtain, pay for and submit all bonds required in connection with the Work.

1.07 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.
- B. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
- C. Alternatively, fire resistance rating classifications by other issuing organizations listed in the Fire and Building Codes are acceptable.

1.08 COORDINATION WITH GAS UTILITY COMPANY

- A. Comply with the gas utility company requirements including inspection for the incoming gas service.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 ABBREVIATED SUMMARY

- A. This Section explains the format of the specifications.

1.02 SPECIFICATION FORMAT

- A. The Specifications are generally arranged according to the Construction Specifications Institute (CSI) format. Most of the technical requirements are specified in the technical specifications of the document, which are grouped into forty-eight (48) major divisions. Most of the legal and administrative requirements are included in Division 01, General Conditions, Instructions For Bidders, and the Contract (agreement).
- B. Technical sections are arranged in numerical order, however section numbers may not be consecutive from section to section.
- C. Page numbering is subordinate to each section.
- D. Most sections are generally broken down into three (3) parts:
 - 1. PART 1 - GENERAL
 - 2. PART 2 - PRODUCTS
 - 3. PART 3 - EXECUTION
- E. Not all these parts may be used and in some cases, the title of some of the parts may be different than listed above. Paragraph numbers are subordinate to each part.
- F. The Contractor is advised that the format described here is flexible in nature.
 - 1. There is some overlapping of specified information between various portions of the Specifications.
 - 2. In all cases, the entire requirements of the Contract Documents for the Project shall apply.
- G. Explanations:
 - 1. Many technical sections begin with a paragraph titled "SECTION INCLUDES", "DESCRIPTION", or similar wording.
 - a. In these paragraphs, a brief listing of the specified products may appear or a brief description of the Work generally specified in that section is presented.
 - b. These descriptions or listings are not all inclusive, but merely are provided as an aid in locating subject matter.
 - c. In some cases special cost related items of Work are called to the attention of the Contractor in these opening paragraphs.
 - 2. "RELATED SECTIONS" or "RELATED WORK" or similar wording paragraphs list or reference related Work specified elsewhere in the Contract Documents. Such listing is not all inclusive, rather, they are merely an aid to the Contractor in locating some of the other Specification Sections wherein Work is specified which has a particularly close interrelationship with the Work specified in that section.

- a. It shall be understood that all of the Work, and all of the Specifications and other portions of the Contract Documents, are interrelated, and that the total of all requirements set forth in all of the Contract Documents shall be met.
 - b. Equipment suppliers and manufacturers shall be advised of the requirements for making submittals and delivering products, as specified in Division 1 sections, even if said sections are not referenced therein that section.
3. "REGULATORY REQUIREMENTS" or "REFERENCES" or similar wording paragraphs describe standards, laws, guidelines, regulations, and standards related to Workmanship and installation of the products specified which shall be followed by the Contractor in completing the Work specified therein that section as if it was written there in that section. All such requirements and references shall be latest issue in effect at the time of the bid opening.
 4. When a "GUARANTEE" or "WARRANTY" paragraph appears in the section it is calling attention to a guarantee which extends beyond the period of the Contractor's Guarantee called for in the administrative portion of the Contract Documents or it states special requirements specific to the equipment, systems or products specified in that section.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for pre-installation meetings.

1.02 PRE-INSTALLATION MEETINGS

- A. As required in individual specification sections, the Contractor shall convene a pre-installation meeting at the site prior to commencing Work of the section.
- B. Pre-installation meetings are to be convened at least one week prior to commencing Work on the section. The Contractor shall arrange and require attendance of Construction Manager, Owner and Architect and parties directly affecting, or affected by, Work of the specific section.
 - 1. At least seven (7) calendar days advance notice is to be given.
 - 2. The Contractor shall prepare agenda and preside at meeting. At a minimum the following items are to be discussed:
 - 3. Review conditions of installation, preparation and installation procedures.
 - 4. Review coordination with related Work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

**SECTION 014500.01
STATEMENT OF SPECIAL INSPECTION AND TESTS**

NYS EDUCATION DEPARTMENT Office of Facilities Planning, Room 1060 EBA Albany, NY 12234		STATEMENT OF SPECIAL INSPECTIONS AND TESTS As required by the 2015 International Building Code (IBC)	
BCNYS § 1704.3 requires the project Design Professional to complete the Statement of Special Inspections and Tests. Completion of the Statement of Special Inspections & Tests and submission to the Building Department with the Construction Permit Application is a condition for issuance of the Building Permit.			
School District SOMERS CSD		Building Primrose Elementary School	
Project Title SMSD 2105 Air Handler Replacements at PES			
SED Project # 66-21-01-06-0-002-014		Project Address 110 PRIMROSE STREET, LINCOLNDALE, NEW YORK 10540	
Architect/Engineer H2M architects + engineers			
Name of Person Completing this Statement Michael Lantier, P.E., LEED AP		Phone 631-756-8000	Date 11/23/2021
Comments N/A			

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD	B R C E N F Y E S R E N C E	C R H E Q C U K I R I E F D	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
A. Steel Construction						
1. Material verification of high-strength bolts, nuts and washers.		X	Applicable ASTM material specifications. AISC 360-10 & N5	1704.3		
2. Inspection of high-strength bolting.		X	AISC 360-10 & N5	1704.3		
3. Material verification of structural steel.			ASTM A 6 or A 568 AISC 360-10 & N5	1704.3		051200

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD	B R C E N F Y E S R E N C E	C R H E E Q C U K I R I E F D	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
4. Material verification of weld filler materials.			AISC 360-10 & N5	1704.3		051200
5. Inspection of welding:	X	X	AWS D1.1, D1.3, D1.4; ACI 318: 3.5.2 AISC 360-10 & N5	1704.3, 1704.3.1,		051200
a. Structural steel			NOTE: Special inspector shall perform ultrasonic testing of all full penetration welds.	1704.3, 1705.12.1		051200
b. Reinforcing steel						
6. Inspection of steel frame joint details.				1705.2.3		
B. Concrete Construction				1705.3 Table 1705.3		
1. Inspection of reinforcing steel, including prestressing tendons, and placement.			ACI 318: Ch. 20, 25.2, 25.3, 26.5.1-26.5.3	1908.4		033000
2. Inspection of reinforcing steel welding.			AWS D1.4; ACI 318: 26.5.4	Table 1705.3		
3. Inspection of bolts to be installed in concrete prior to and during placement.	X		ACI 318: 17.8.2	Table 1705.3		033000
4. Verify use of required design mix.	X	X	ACI 318: Ch. 19, 26.4.3, 26.4.4	1904.1, 1904.2, 1908.2, 1908.3		033000
5. Sampling fresh concrete: slump, air content, temperature, strength test specimens.	X		ASTM C 172, C 31; ACI 318: 26.4.5, 26.12	1704.4, 1905.6, 1914.10		033000
6. Inspection of placement for proper application techniques.	X		ACI, 318: 26.4.5	1908.6, 1908.7, 1908.8, 1908.10		033000

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD		B R C E N F Y E S R E N C E	C R H E Q U I R I E D	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
7. Verify maintenance of specified curing temperature and techniques.		X	ACI, 318: 26.4.7-26.4.9		1908.9		033000
8. Inspection of prestressed concrete.			ACI 318: 26.9.2.1		Table 1705.3		
9. Erection of precast concrete members.			ACI 318: Ch. 26.8				
10. Verification of in-situ concrete strength prior to stressing of tendons and prior to removal of shores and forms from beams and slabs.		X	ACI 318: 26.10.2				033000
11. Inspect formwork for shape, location and dimensions of the concrete member being formed		X	ACI 318: 26.10.1(b)				
C. Masonry Construction A= Level A Quality Assurance B = Level B Quality Assurance C = Level C Quality Assurance			ACI 530/ ASCE5/ TMS402 Table 3.1.1	ACI530.1 /ASCE6/ TMS602	1705.4		
Levels A and B A1. Verify to certificates to ensure compliance: B1. Verify certificates to ensure compliance.		X					
Level B B2. Proportions of site prepared mortar and grout.		L1 L2					042200
B3. Placement of masonry units and construction of mortar joints.		L1 L2					042200
B4. Location and placement of reinforcement, connectors, tendons, anchorages.		L1 L2					042200

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD		B R C E N F Y E S R E N C E	C R H E Q C U K I R I E F D	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
B5. Prestressing technique and installation.		L1					
B6. Grade and size of tendons and anchorages.		L1					042200
B7. Grout specs prior to grouting.	L2						
B9. Placement of grout.	L2						
B10. Grouting of tendons.	L2						
Level C:					1705.4		
C1. Size and location of structural elements.		L1 L2	ACI530/ ASCE5/ TMS402	ACI530.1 /ASCE6/ TMS602	1705.4		042200
C2. Type, size, and location of anchors.	L2	L1					042200
C3. Specified size, grade, and type of reinforcement.		L1 L2					042200
C4. Welding of reinforcing bars.	L1 L2						
C5. Cold/hot weather protection of masonry construction.		L1 L2					042200
C6. Prestressing force measurement and application.	L2	L1					
C7. Inspection prior to grouting.	L2	L1					042200
C8. Grout placement.	L1						042200
C9. Preparation of grout specimens, mortar specimens, and/or prisms.	L1 L2						042200
C10. Compliance with documents and submittals.		L1 L2					042200

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD	B R C E N F Y E S R E N C E	C R H E Q C U K I R I E F D	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
D. Wood Construction: 1. Fabrication of wood structural elements and assemblies. 2. High-load diaphragms designed in accordance with Table 2306.3.2				1705.5 1705.11.1 1705.12.2 1705.5		
E. Soils				1705.6		
1. Site preparation.		X				312317
2. During fill placement.						312317
3. Evaluation of in-place density.						312317
F. Pile Foundations: Installation and load tests.				1705.7-.9 Table 1705.7		
G. Pier Foundations: Seismic Design Category C, D, E, F.				1705.12- 1705.12.9		
H. Wall Panels and Veneers: Seismic Design Category E, F.				1705.12 - 1705.12.9		

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD	B R C E N F Y E S R E N C E	C R H E Q C U K I R I E F D	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
I. Sprayed Fire-Resistant Materials				1705.14		
1. Structural member surface conditions.				1705.14.2		
2. Application.				1705.14.3		

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD	B R C E N F Y E S R E N C E	C R H E Q U I R E M E N T S	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
3. Thickness.			ASTM E 605	1705.14.4		
4. Density.			ASTM E 605	1705.14.5		
5. Bond strength.			ASTM E 736	1705.14.6		
J. Exterior Insulation and Finish Systems (EIFS)				1705.16		
K. Mastic and Intumescent Coatings				1705.15		
L. Smoke Control				1705.18		
M. Special Inspections for Seismic Resistance:						
1. Structural steel.			AISC 341	1705.12.1		
2. Structural wood.				1705.12.2		
3. Cold-formed steel framing.		X		1705.12.3		
4. Storage racks and access floors.		X		1705.12.7		
5. Architectural components.		X		1705.12.5		
6. Mechanical and electrical components.		X		1705.12.6		
7. Seismic isolation system.			ASCE7	1705.12.8		
N. Structural Testing for Seismic Resistance: Applicable to specific structures, systems, and components.				1705.13		
1. Testing and verification of masonry materials and assemblies.				1705.13 1708.2		
2. Testing for seismic resistance.				1705.13 1708.2		
3. Reinforcing and prestressing steel.			ACI 318	1705.13		
4. Structural steel.			AISC 341 AWS D1.1	1705.13		
5. Mechanical and electrical equipment.				1705.13		
6. Seismically isolated structures.			Section 17.8 of ASCE 7	1705.13		
O. Structural Observations						
1. Seismic resistance 2 Wind Requirements				1704.6.1 1704.6.2		14500
P. Test Safe Load				1708.2		
Q. In-Situ Load Tests				1708.3		

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	C O N T I N U O U S	P E R I O D I C	REFERENCE STANDARD	B R C E N F Y E S R E N C E	C R H E Q C U K I R I E F D	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
R. Preconstruction Load Tests			1709.1			
S. Other (list)						

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for monitoring the quality of the constructed Project.
- B. Work of this Section also includes services of an independent testing laboratory for quality assurance testing.

1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and Workmanship, to produce Work of specified quality.
- B. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or Workmanship that is more precise.
- C. Perform Work by persons qualified to produce Workmanship of specified quality.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- E. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

1.03 QUALITY ASSURANCE - TESTING LABORATORY

- A. In order to establish compliance with the Contract Documents, materials shall be tested, examined and evaluated before they are incorporated into the Work. During and after installations, additional tests, examinations, and evaluations shall be made to determine continued compliance throughout the course of the Work.
- B. Testing laboratory shall be a reputable, experienced firm that is capable of performing all of the required testing and authorized to operate in the state in which the Project is located.
- C. Perform all sampling and testing in accordance with specified procedures and use the materials, instruments, apparatus, and equipment required by the codes, regulations and standards. Where specific testing requirements or procedures are not described, perform the testing in accordance with all pertinent codes and regulations and with recognized standards for testing.
- D. In the event that samples and test specimens are not properly taken, handled, stored or delivered or, if other requirements of this Section are not complied with, the Construction Manager and the Architect/Engineer reserve the right to delegate any or all of this Work to others, or to take whatever action deemed necessary to ensure that sampling and testing are properly accomplished, for which all costs shall be borne by Contractor.
- E. Architect/Engineer reserves the right to disapprove the use of a specific testing laboratory, even after prior approval, if the laboratory fails to meet or comply with the requirements of this Section. If this should occur, immediately discharge the testing laboratory and retain the services of a different laboratory acceptable to Architect/Engineer.
- F. The testing laboratory shall meet the following criteria:
 - 1. Be capable of performing all of the required tests.
 - 2. Be regularly engaged in performing the types of services required.

3. Have adequate facilities, materials, equipment, and personnel to perform the services.
4. Have an adequately trained, experienced and qualified staff.
5. Have at least one registered professional engineer licensed in the state in which the Project is located who shall be capable of performing field tests, supervising laboratory testing and interpreting test results. The professional engineer shall be thoroughly knowledgeable in materials, soils, asphalt paving and concrete.
6. Shall be able to be on the Project site within two hours after being notified.
7. Comply with the requirements of ASTM C1077, ASTM D3740, ASTM D4561, ASTM E548 and ASTM E699.
8. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.04 REFERENCE STANDARDS

- A. Conform to reference standards by date that the Project was last bid.
- B. Obtain copies of standards when required by the Contract Documents.
- C. Should specified reference standards conflict with the Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 SUBMITTALS

- A. Within fifteen (15) calendar days from the date of the Notice to Proceed, submit documentation from three (3) testing laboratories that clearly indicates experience, location, qualifications of staff, and descriptions of any limitations or restrictions of the firm.
 1. Include a price schedule for standard tests and a billing rate schedule for technician classifications.
- B. Certified copies of each test report shall be mailed directly to the Architect/Engineer. The Contractor shall arrange with the laboratory to secure copies.
- C. Each report shall be in writing and shall include the testing method used, the test results, the specified results, the exact location of where the test specimens were taken, the date taken, Project identification, Contractor's name and other pertinent information required for a complete and meaningful test report.
- D. Each report shall be signed and certified by a responsible officer of the testing laboratory.
- E. Mail reports directly to Architect/Engineer and Construction Manager within 24 hours after the sample is taken, except in those instances when tests cannot be immediately performed because of required curing, incubation periods, or lengthy testing procedures.
- F. The laboratory shall verbally communicate test results when requested by the Construction Manager or Architect/Engineer. This does not eliminate nor replace the requirements for a written report.

1.06 SCHEDULING - LABORATORY SERVICES

- A. Except where otherwise specified, the Architect/Engineer will determine the number of samples to be taken, the date and time samples will be taken and tests made, the number and type of

tests to be performed, who will collect the samples, how they will be handled and stored and when laboratory personnel are required on site.

- B. Architect/Engineer will notify Contractor of his/her decision to take samples and/or have tests made and provide him with the pertinent information. Contractor is responsible for notifying the testing laboratory and for having the testing performed, on schedule.
- C. In addition to the above, Contractor shall make his own arrangements for the sampling and testing of materials he proposes to incorporate into the Work. This shall not be paid for out of the cash allowance.
- D. Notify Construction Manager and Architect/Engineer at least 72 hours in advance of the times at which scheduled samples or tests will be conducted.
- E. If samples and/or tests cannot be taken or performed when required, delay the Work until such time that they can be accomplished. Where possible, any Work that has been installed but has not been sampled or tested as required shall be tested by other means. Upon Architect/Engineer's request, uncover any Work, which has been buried or covered, and perform special tests designated by Architect/Engineer. If the Work cannot be tested by other means, Architect/Engineer may declare the Work unacceptable. All costs associated with noncompliance and for special testing shall be borne by the Contractor and not be paid for out of the cash allowance.
- F. Should the testing laboratory be scheduled to take or collect samples or to perform tests, and finds that it is unable to do so as a result of delays in construction, inclement weather, or any other reason, reschedule the tasks for a date acceptable to Architect/Engineer. Costs associated with times testing laboratory is unable to perform scheduled services shall be borne by the Contractor and will not be paid for under the allowance.
- G. Plan all Work and operations to allow for the taking and collection of samples and allow adequate time for the performance of tests. Delay the progress of questionable Work until the receipt of the certified test reports.

1.07 TESTING REQUIREMENTS

- A. Compaction Testing - Soil:
 - 1. Perform compaction testing in accordance with ASTM D2922, Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth) or ASTM D1556 Density and Unit Weight of Soil In Place by the Sand Cone Method.
 - 2. Perform tests and analysis of fill material in accordance with ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb. Rammer and 12-inch Drop.
- B. Compaction Testing - Asphaltic Concrete Pavement:
 - 1. Perform asphaltic concrete compaction testing in accordance with ASTM D2950 - Standard Test Method of Density of Bituminous Concrete in Place by Nuclear Methods.
 - 2. Calibrate nuclear density measurement equipment based on theoretical maximum specific gravity of asphaltic concrete pavement material.
 - 3. Perform test to determine theoretical maximum specific gravity in accordance with ASTM D2041 Theoretical Maximum Specific Gravity of Bituminous Pavement Mixtures. Perform test on mix at plant prior to delivery. Collect sample at plant in accordance with ASTM D979 - Sampling Bituminous Paving Mixtures and perform test in approved laboratory if plant does not have necessary equipment.
- C. Concrete Testing:

1. Collect samples in accordance with ASTM C172, Practice for Sampling Freshly Mixed Concrete.
2. Make test cylinders in accordance with ASTM C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. Test concrete cylinders in accordance with ASTM C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
4. Test slump and air entrainment.

1.08 TESTING SCHEDULE

- A. Compaction Testing of Soil:
 1. Pipe Installation: As directed by the Architect/Engineer.
 2. Concrete flatwork: As directed by the Architect/Engineer.
 3. Pavement subgrade: As directed by the Architect/Engineer.
- B. Concrete Testing: Make four (4) concrete test cylinders for each proposed mix.
 1. Test two (2) cylinders at 7 days.
 2. Test two (2) cylinders at 28 days.
- C. Asphalt Testing: As directed by the Architect/Engineer.
- D. Compaction Testing of Pavement: As directed by the Architect/Engineer.

1.09 FIELD OBSERVATION OF CONTRACTOR'S WORK

- A. The Architect/Engineer will provide periodic observation of the Contractor's Work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions. Verify that the existing substrate is capable of structural support or attachment of new Work being applied or attached. Examine and verify specific conditions described in individual specification sections. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance. Seal cracks or openings of substrate prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 FIELD QUALITY CONTROL

- A. Allow representatives of the testing laboratory access to the Work at all time. Provide all equipment, labor, materials, and facilities required by the laboratory to properly perform its functions. Cooperate with and assist laboratory personnel during the performance of their Work.

- B. Test specimens and samples shall be taken by the person(s) designated in other Sections, or as directed by Architect/Engineer. Conduct field sampling and testing in the presence of Architect/Engineer. Provide all materials, equipment, facilities and labor for securing samples and test specimens and for performing all field-testing.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Asbestos and lead-based paint certification.
- B. Moisture control.

1.02 ASBESTOS AND LEAD-BASED PAINT CERTIFICATION

- A. Contractor shall submit the enclosed "Asbestos and Lead-Based Paint Certification" upon completion of all Work.

1.03 MOISTURE CONTROL

- A. The Contractor shall maintain a strict policy and protocol for the control of water infiltration and moisture build-up during the course of the Project. The plans and specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the Contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure. The Contractor has the sole responsibility for ensuring the watertight integrity of the structure. The Contractor's contractual obligations include, but are not limited, to the following:
 - B. Water Infiltration: If the Contractor observes water infiltration (unintended) into a completed building or an ongoing construction site, he must immediately report the condition to the Owner, Construction Manager and Architect/Engineer, and shall immediately take steps to investigate the source of the water infiltration, identify the responsible party (person who performed Work that resulted in water infiltration) and devise a procedure to promptly eliminate water infiltration into the building.
 - C. Handling of Water-Damaged Building Materials and Construction:
 - 1. Contractor shall inspect all building materials delivered to the site for pre-existing water damage, as well as existing mold growth.
 - 2. If in-place construction becomes wet, notify the Owner, Construction Manager and Architect/Engineer immediately. The Owner, Construction Manager and Architect/Engineer will determine whether or not the Work shall be removed and replaced, or if the type of material can be permitted to dry.
 - 3. Under no circumstances may new or additional construction be placed over, or otherwise enclose, wet building materials.
 - D. Visible Mold/Mildew:
 - 1. If the Contractor observes any substance that appears to be mold or other fungal growth and/or an unidentified substance within a completed building or the ongoing construction site, he shall immediately suspend construction operations in the area, and report the condition to the Owner, Construction Manager and Architect/Engineer.
 - 2. No person shall be allowed back into the affected area without permission of the Owner.

1.04 SUBMITTALS

- A. Contractor shall submit completed and notarized "Certification of Asbestos and Lead-Based Paint" form.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

This space left intentionally blank.

**Certificate of Asbestos and Lead-Based Paint
(New Work)**

Client's Name: _____

Project Location: _____

Project Address: _____

Project Name: _____

Project Number: _____

CERTIFICATION:

This Contractor hereby certifies that no asbestos-containing material and lead-based paint, as defined by applicable federal and state regulations, has been furnished or installed at the referenced Project:

Contractor Name: _____

Signature: _____

Address: _____

Telephone: _____ Date Executed: _____

This Form Shall Be Notarized

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Electric power service.
 - 2. Lighting.
- C. Support facilities include, but are not limited to, the following:
 - 1. Storage and fabrication sheds.
 - 2. Lifts and hoists.
 - 3. Staging areas.
 - 4. Construction aids and miscellaneous services and facilities.
 - 5. Scaffolding and platforms
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Security enclosure and lockup.
 - 2. Barricades, warning signs, and lights.
 - 3. Temporary enclosures.
 - 4. Temporary partitions.
 - 5. Fire protection.
- E. Unless Work of this section is indicated to be provided under a specific contract, Contractor must provide, maintain and remove required temporary facilities necessary to perform his own construction activities.
- F. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department, and rescue squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," NYSED "Manual of Planning Standards", NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test the temporary utility before use. Obtain required certifications and permits.

1.03 PROJECT CONDITIONS

- A. Temporary Utilities: The Contractor will prepare a schedule indicating dates for implementation and termination of the temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-preventive measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

1.04 DIVISION OF RESPONSIBILITIES

- A. General: These Specifications assign the Contractor responsibilities.
- B. The Contractor is responsible for the following:
 - 1. Installation, operation, maintenance and removal of the temporary facility considered as its own normal construction activity, as well as the costs and use charges except as listed below.
 - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 3. Its own storage and fabrication sheds.
 - 4. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 - 5. Secure lock-up of its own tools, materials and equipment.
 - 6. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
 - 7. Maintaining temporary facilities provided by Contractor.
 - 8. Complying with the regulations of the Commissioner of Education - 8 NYCRR 155.5 - Uniform Safety Standards for School Construction and Maintenance Projects specified in Division 1 Section "015001 - Uniform Safety Standards for School Construction."
 - 9. Containers for non-hazardous waste and debris generated by their own demolition and construction operations.

1.05 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner, Architect or Construction Manager and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. The Construction Manager.
 - 2. Other Contractors.
 - 3. Owner's construction forces.
 - 4. Occupants of Project.
 - 5. Architect .
 - 6. Personnel of authorities having jurisdiction.
- B. Water Service: Use water from the Owner's existing water system without metering and without payment of use charges. Access to water shall be approved by the Owner.
- C. Electric Power Service: Temporary electric power including set-up and maintenance is the responsibility of the Electrical Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials. If acceptable to the Owner, the Construction Manager, and the Architect, the Contractor may use undamaged, previously used materials in serviceable condition for temporary use only. Provide materials suitable for use intended.
- B. Lumber and Plywood:
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards: provide exterior grade APA HDO plywood of sizes and thicknesses indicated.
 - 3. For vision barriers, provide minimum 3/8-inch-thick exterior plywood.
 - 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch-thick exterior plywood over appropriate wood framing.
- C. Paint:
 - 1. Paint surfaces exposed to view from Owner occupied areas in a color selected by the Architect. Maintain coverage throughout the construction period.
- D. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- E. Water: Provide potable water approved by local health authorities. Protect water sources with approved backflow or vacuum breaker devices.
- F. Open-Mesh Chain Link Fencing: Provide 0.120-inch-thick, galvanized steel posts, and 2.875" diameter. Gate posts with 6 foot high mesh on stanchion posts spaced 8-foot on center maximum. Provide lockable gates with galvanized chains and security padlocks. Furnish keys to the Owner, Construction Manager, and necessary construction personnel.
- G. Temporary Flooring protection : " Ram Board" or equivalent with taped joints.

2.02 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Owner, and the Construction Manager, the Contractor may use undamaged, previously used equipment in serviceable condition for temporary use only. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge and vacuum breakers at hose bib connections .
- C. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the potential exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 TEMPORARY AND PERMANENT SERVICES, GENERAL

- A. The Contractor's use of any permanent system or service of the building or portions thereof shall be subject to the Owners approval.
- B. The Contractor shall be responsible for any and all damage to permanent services used, and shall make good any and all damage to the satisfaction of the Owner, prior to final completion and acceptance.
- C. NOTE - In accordance with OSHA and other applicable regulations, the representative Contractors performing erection of "skeleton" type Work are solely responsible for the netting, guard rail protection and such other safety devices as deemed necessary to protect the Workers and public from harm.

3.02 TEMPORARY LIGHT AND POWER

- A. Temporary Electric Power Service: Electrical Contractor shall provide and pay all costs to provide a weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of Work during the construction period.
 - 1. Responsibility: All Work under this section to be provided by the Electrical Contractor.
 - 2. Applicability: This section applies to all renovation and new construction Work areas for this Project.
 - 3. Electrical Contractor shall make arrangements with utility company for temporary and permanent services immediately after award of contract.
 - 4. Electrical Contractor shall maintain all parts of the electrical system (temporary and permanent) active and in-service at all times throughout the contract duration. All temporary lighting to be controlled by standard switches per code (outside of power panels).
 - 5. Electrical contractor shall provide temporary generator power to maintain power to critical circuits during main electric service switch over. Critical circuits shall include fire alarm, emergency lighting, communication, information technology, heating units, etc. Coordinate required circuits with owner. Contractor shall assume a minimum of (1) 150 kw generator and temporary panels as necessary. Generators shall be located at the building exterior. Provide feeder cables, adequately sized, in accordance with NEC to feed temporary panels or existing sub-panels. Contractor shall include required fuel for operation.
 - 6. Electrical Contractor shall maintain power during the hours established by Construction Manager.
 - 7. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear. Comply with all NECA, NEMA and UL Standards
 - 8. Provide temporary service with an automatic ground-fault interrupter feature, activated from the circuits of the system.
 - 9. Power Distribution System: Provide circuits of adequate size and proper characteristics for the use. In general run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations.
 - 10. Provide metal conduit, tubing or armored cable for protection of temporary power wiring where exposed to possible damage during construction operations. Where permitted by code, wiring of circuits not exceeding 110-120 Volt 20 Amp rating and wiring of lighting circuits may be non-metallic sheathed cable in areas where located overhead and exposed. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide metal enclosures or boxes for wiring devices.
 - 11. Provide overload-protected disconnect switch as required by code.

12. For power hand tools and task lighting, provide temporary 4-gang outlets at the floor level, spaced so that a 50-foot extension cord can reach the work area. Provide separate 110-120 Volt, 20 Amp circuit for the 4-gang outlet (4 outlets per circuit).
13. Maintaining all existing systems, including but not limited to, power, lighting, fire alarm, intercom, kitchen freezers and refrigerators, etc., within the existing building operational at all times for Owner occupancy and construction.

B. TEMPORARY ELECTRICAL AND TELEPHONE SERVICES

1. Temporary Power Source: At the building / renovation area, use the existing electrical power distribution system for temporary power source.
2. Owner's Requirements: Do not disrupt the Owner's needs for continuous power at the building.

C. LIGHTING REQUIREMENTS

1. General Requirements: Electrical Contractor shall provide both interior and exterior lighting at areas where existing lighting has been removed and at new construction areas, as required to provide adequate illumination for safe and proper construction operations and Project Site security.
2. Minimum Requirements: Provide illumination levels adequate for construction operations and safe traffic conditions. As a minimum provide one 200 watt lamp per 400 square feet of building floor area, with maximum spacing of 20 feet. Any rooms in excess of 500 sf will receive one 400 watt metal halide fixture for each 1000 sq. ft. of area.
3. Stairways: Provide one 200 watt lamp per landing at each stairway.
4. Barricades: Provide adequate lighting for personnel safety at barricades, ladders, openings and other similar locations.
5. Supplemental Lighting: If required, supplemental lighting beyond minimum requirements shall be provided via suitable portable lighting units with cord and plugs, and shall be paid for by the Contractor or Sub-Contractor requiring such additional lighting.
6. Branch Circuits: All temporary lighting branch circuits to be loaded to a maximum of 1400 watts per 20 amp circuit. Temporary lighting branch circuits shall be independent of temporary receptacle circuits.
7. Restrictions: Do not use permanent lighting systems for temporary construction lighting purposes.

D. ELECTRICAL ENERGY COSTS

1. Paid By Owner: Charges for electrical energy usage for temporary power and lighting will be paid by the Owner, when taken from the Owner's electrical services. Contractor and Sub-Contractors shall exercise measures to conserve energy usage. Use of Owner supplied electric for items not specific to Project (e.g. heating construction shanties, etc.) will not be permitted. Generator and fuel costs shall be included in base bid.

3.03 STORAGE FACILITIES

- A. The Contractor shall provide temporary storage shanties, tool houses and other facilities as required for their own use. Temporary structures shall be located at the staging area and shall be removed upon completion of the Work or when directed.
- B. Materials delivered to the site shall be safely stored and adequately protected against loss or damage. Particular care shall be taken to protect and cover materials that are liable to be damaged by the elements.
- C. Due to limited on site storage space, the Contractor shall coordinate delivery of his materials with the Owner and Construction Manager who will determine when large deliveries shall be made. The Owner will not be providing designated storage locations on site for delivered materials.

3.04 SCAFFOLDING AND STAGING

- A. All scaffold, staging and appurtenances thereto shall comply in total to the requirements of Safety and Health Regulations for Construction Chapter XVII of OSHA, Part 1926 and all related amendments.

3.05 RUBBISH CONTAINER

- A. The Contractor shall provide suitable rubbish container device(s) for his own use (both demolition and construction debris), properly maintained and serviced, replaced as required and protected from access by the public through fencing as may be specified herein or approved by the Owner and Construction Manager.
- B. Contractor and Subcontractor shall sweep up and gather together daily all his own rubbish and removed materials and place same in containers.

3.06 CONSTRUCTION FENCING

- A. Construction fencing and barriers shall be provided by the General Construction Contractor, enclosing all Work and storage areas as outlined in staging, plan and specified within. Temporary construction fencing shall be of good quality and neat in appearance.
- B. Site access gates shall be provided as required, complete with all operating hardware and security devices.
- C. Should fencing be required to be relocated or modified during the course of the Project due to additional access needed by the contractor, same shall be done at the total expense of the contractor.
- D. The construction fence shall be maintained in good order by all contractors throughout the life of the Project.
- E. Note: Should any contractor damage or cause the need for repair to the construction fence, all costs involved with said repair will be back-charged to the contractor creating the need for repair.
- F. General Construction Contractor shall provide a 60' x 150' fenced staging area at the location designated on the drawing for use by all trades. All fenced areas to be 6' high galvanized chain link fencing, 9 ga fabric on 10' long framed sections on stanchions. Gate locations as directed by Construction Manager.

3.07 JANITORIAL SERVICE/DAILY CLEANUP

- A. The Contractor shall furnish daily janitorial services for the Project and perform any required maintenance of facilities as deemed necessary by the Architect, Owner, and Construction Manager during the entire life of the contract. If any contractor fails to keep the site safe and broom clean within 4 hours of being notified by Construction Manager, either verbally or in writing, the Construction Manager will have the cleanup Work performed by others and the Contractor(s) will be back charged accordingly.
 - 1. The Contractor shall provide daily trash collection and cleanup of the Project area and shall dispose of all discarded debris, and the like in a manner approved by the Construction Manager or the Owner.

3.08 BURNING

- A. Burning will not be permitted.

3.09 MAINTENANCE OF PERMANENT ROADWAYS

- A. The General Construction Contractor shall immediately remove dirt and debris which may collect on permanent roadways created by their Work, deliveries, manpower, equipment, etc.
- B. Temporary roads / entrance mats will be maintained by General Construction Contractor to insure that no mud, dust, dirt goes onto asphalt areas.

3.10 FIRE PREVENTION CONTROL

- A. The Contractor shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work and, particularly, in connection with any cutting or welding performed as part of the Work.

3.11 TEMPORARY FIRE PROTECTION

- A. The Contractor shall take all possible precautions for the prevention of fires.
 - 1. Where flame cutting torches, blow torches, or welding tools are required to be used, their use shall be as approved by the Construction Manager at the site.
 - 2. When welding tools or torches of any type are in use, have available in the immediate vicinity of the Work a fire extinguisher of the dry chemical 20 lbs. Type. The fire extinguisher(s) shall be provided and maintained by the Contractor doing such Work.
- B. Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriters laboratory approved containers.
- C. Storage of gas shall be in locations as approved by the Owner and subject to Fire Department regulations and requirements.
- D. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express approval of the Owner and/or Architect and in accordance with local codes. On-site bulk storage of volatile liquids shall be outside the buildings at locations directed by the Owner, who shall determine the extent of volatile liquid allowed within the building at any given time.
- E. The Contractor shall comply with the following requirements relating to compressed gas:
 - 1. Where compressed gas of any type is used for any purpose at the site, it shall be contained in cylinders complying with ICC regulations. Gases of different types shall not be stored together except when in use and when such proximity is required.
 - 2. All gas cylinders shall be stored in sheds constructed of noncombustible materials. Sheds shall be well ventilated and without electric lights or fixtures and shall be located as far from other buildings as is practicable. All gas cylinders not in actual use, or in proposed immediate use, shall be removed from the building under construction or reconstruction. Empty gas cylinders shall be removed prior to bringing in a replacement cylinder. Cylinders shall at all times be supported and braced in an upright position. When not in use, the protective cap shall be screwed over the valve.
 - 3. All persons required to handle gas cylinders or to act as temporary firemen (Fire Watchers) shall be able to read, write and understand the English language; they shall also be required by the Contractor to read Part 3 of Pamphlet P-1 "Safe Handling of Compressed Gases" published by the Compressed Gas Association, 500 Fifth Avenue, New York, NY 10036.

4. Where local ordinances are in effect regarding gas cylinders, (their use, appurtenances and handling), such ordinances shall supplement the requirements of this paragraph. All personnel engaged in fire watch shall be certified by the Local Fire Department having jurisdiction.
 5. Any cylinder not having the proper ICC markings or re-inspection marking, or any cylinder with a leak shall be isolated immediately away from any building and the supplier shall be immediately notified; such other precautions as may be required to prevent damage or injury shall also be taken by the Contractor.
- F. The Contractor shall comply with the following requirements relating to welding and cutting:
1. All cutting and/or welding (electric or gas) must be done only by skilled, certified and licensed personnel.
 2. During welding or cutting operations, a Contractor's man shall act as a fire watcher. The fire watcher shall have proper eye protection and suitable fire fighting equipment including fire extinguisher (bearing current inspection Certificate), protective gloves and any other equipment deemed necessary.
 3. Welding or cutting shall not be done near flammable liquid, vapors or tanks containing such material.
 4. Where cutting or welding is done above or adjacent to (within two feet) combustible material or persons, a shield of incombustible material shall be installed to protect against fire or injury to sparks or hot metal.
 5. Tanks supplying gases for welding or cutting are to be placed in an upright position securely fastened, and close as practical to the operation. Tanks, actives or spares, shall be protected from excess heat and shall not be placed in stairways, hallways or exits. When not in use, protective valve cap shall be screwed on the cylinder.
 6. Adequate fire extinguishing equipment shall be maintained at all welding or cutting operations.
 7. The Contractor shall secure all required inspections.
 8. All equipment, hoses, gauges, pressure reducing valves, torches, etc., shall be maintained in good Working order and all defective equipment shall immediately be removed from the job.
 9. No person shall be permitted to do any welding or cutting until his name, address and current license number have been submitted in writing to the Owner.
- G. Contractors for Work outside the building shall commence operations promptly on award of Contract, and shall be responsible for same being kept clear of materials and debris in connection with their own Work and that of other Contractors. If a Contractor for outside Work allows other contractors to deposit material and debris over its lines, the Contractor shall be responsible for all delay and extra cost occasioned thereby.

3.12 DISCONTINUE, CHANGES AND REMOVAL

- A. All Contractors shall:
1. Discontinue all temporary services required by the Contract when so directed by the Construction Manager.
 2. The discontinuance of any such temporary service prior to the completion of the Work shall not render the Owner liable for any additional cost entailed thereby and the Contractor shall thereafter furnish, at no additional cost to the Owner, any and all temporary service required by such Contractor's Work.
 3. Remove and relocate such temporary facilities as directed by the Construction Manager or the Architect without additional cost to the Owner, and shall restore the site and the Work to a condition satisfactory to the Owner.

3.13 VENTILATION AND HUMIDITY CONTROL FOR CONSTRUCTION:

- A. General Construction Contractor will provide temporary ventilation as required for protecting the building from any adverse effects of high humidity during abatement and construction activities. Select dehumidification and ventilating equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements and have sufficient quantity of units to produce necessary ambient conditions.
1. The Contractor shall be responsible for his own temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.
 2. Ventilate enclosed area to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.
 3. Provide equipment as necessary for air and fresh exchange for the Work area per OSHA standards.
 4. Remove temporary ventilation equipment prior to the completion of construction.
 5. If Contractor fails to adequately ventilate the building during the construction, abatement or roofing process, thereby causing humidity and possible mold issues, the Owner will hire others to properly address and deduct costs from the Contractor accordingly.
 6. General Construction Contractor will provide negative air machines of sufficient size and quantity to fully ventilate the square footage of Work areas and exhaust any dust and fumes through flexible duct hose to exterior top eliminate any odors and smoke.
 7. Any Contractor that allows water infiltration into any building shall be held responsible for the cleanup and provision of commercial dehumidifiers of sufficient size and quantity to prevent the generation of mold spore growth. Failure on the Contractor's part to address this issue within 4 hours of notice, will result in the Owner hiring outside parties to accomplish the required Work in order to insure a safe environment. Owner will subsequently backcharge the Contractor responsible for the water infiltration for all associated costs of hiring this outside contractor to carry out the Work required.

3.14 ENVIRONMENTAL PROTECTION:

- A. The General Construction Contractor shall provide protection, operate temporary facilities, and conduct construction with means and methods that comply with local and state environmental regulations and that minimize possible air, waterway, and subsoil contamination, pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict the use of noise-producing tools and equipment to hours that will minimize disruptions to the Owner's educational activities and minimize complaints from persons, residential occupants, or firms near the Project site.

3.15 SECURITY ENCLOSURE AND LOCKUP:

- A. The Contractor shall provide protection and security for partially completed areas of construction. Provide barricades to prevent unauthorized access, vandalism, theft, and similar violations of security.

3.16 BARRICADES, WARNING SIGNS AND LIGHTS:

- A. Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior grade APA BC plywood with structurally adequate supports and/or scaffolding as approved by the Construction Manager.

3.17 AREA OF SPECIAL PROTECTION

- A. In the event of an emergency (designated by the sounding of the fire alarm system) all construction activities must immediately cease. Contractor's Work force will evacuate themselves from Work areas and remain outside of Work areas until the "all clear" is given. No Work operations will be tolerated during the evacuation of the building or during an emergency.
- B. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize disruptions to the Owner's educational activities and minimize complaints from persons or firms near the site.

3.18 OPERATION, TERMINATION AND REMOVAL:

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage.
 - 1. Maintain operation of temporary enclosures on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect or Owner requests that it be maintained longer, remove the temporary facility when the need has ended and no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been affected because of interference with the temporary construction / facilities. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the property and responsibility of the General Construction Contractor.
 - 2. At Substantial Completion, clean, repair and renovate permanent facilities used during the construction period.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the Project.

1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the Work.
 - 1. The Contractor shall be responsible for the finished Work and that it accurately and completely complies with these Contract Documents.
 - 2. The Contractor shall be responsible for Work performed by its subcontractors, equipment suppliers, and material vendors.
 - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Architect/Engineer may check all or any portion of the Work and the Contractor shall afford all necessary assistance to the Architect/Engineer in carrying out such checks.
 - 1. Such checking by the Architect/Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the Work.
 - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under the Contract Documents
- C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Architect/Engineer and the Construction Manager advised as to the progress of the Work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.
- D. Should a dispute arise as to the quality of Workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.
- E. At the request of the Architect/Engineer, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the Project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the Project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

1.03 QUALITY ASSURANCE - EQUIPMENT

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.
- B. All material furnished shall be new, and guaranteed free from defects in Workmanship, installation, and design.

- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
 - 1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
 - 2. Pumps shall conform to the requirements of the Hydraulic Institute.
 - 3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.
- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
 - 1. This time requirement does not apply when the manufacturer posts an acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
 - 2. The bond shall be in a form that is acceptable to the Owner's legal counsel.
- B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do Work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and Workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- D. Perform Work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the Work as a whole or in part.
- E. Items of any one type of material or equipment shall be the product of a single manufacturer.
 - 1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
 - 2. The Architect/Engineer reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
- F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Architect/Engineer.

2.02 NAMEPLATES

- A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.

- B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.
- C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

2.03 FABRICATIONS

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prior to work under any Section, carefully inspect the existing work and verify that it is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace Work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new Work to such surfaces.
- D. Verify that all Work can be installed in strict accordance with the Drawings and the approved shop drawings. Immediately report discrepancies to Architect/Engineer.
- E. Do not proceed with the Work under any Section until these conditions are obtained.

3.02 INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All Work shall be done in a Workmanlike manner and set to proper lines and grades. The Work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all Work necessary to attain the required end results.

3.03 FIELD QUALITY CONTROL

- A. Neither observations by Architect/Engineer nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Architect/Engineer and the Construction Manager with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.

1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the Work, and the required replacements shall be made, all at no additional cost to Owner.

3.04 ADJUST AND CLEAN

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all Work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.
- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
 1. In the case of buried items of Work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
 2. In the case of exposed items of Work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurements and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

3.05 UNCOVERING WORK

- A. Unless otherwise specified or directed by Architect/Engineer, no Work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Architect/Engineer.
- B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to covering the Work. Immediately comply with the Architect/Engineer's direction to uncover the Work if tie distances were not obtained.
- C. If any Work has been covered with Architect/Engineer's consent and Architect/Engineer considers it necessary or advisable that covered Work be observed or tested, the Contractor, at Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, or testing as Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.
 1. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering services and an appropriate deductive change order shall be issued.
 2. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction if he makes a claim therefore as provided in the General Conditions.

3.06 DEFECTIVE WORK

- A. The repair, removal, replacement and correction of defective Work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective Work shall be borne by the Contractor.

- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the Work.
- B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

1.02 GENERAL

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
 - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
 - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the Project site.
 - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
 - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for its reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

1.03 PACKING

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
 - 1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
 - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.

1. The Owner and Architect/Engineer reserve the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
 2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

1.04 SHIPPING AND DELIVERY

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and that the products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.
- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

1.05 STORAGE

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment(s) favorable to the products.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.
- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- K. Store with seals and labels intact and legible.

1.06 PROTECTION OF WORK

- A. The Contractor shall protect the installed Work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Architect/Engineer to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Architect/Engineer at no additional costs.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching required to restore surfaces to their original condition, and does not apply to new construction procedures, except when new construction is already completed and must be cut and patched due to incorrect sequencing of Work and/or improper coordination.
- C. Provisions of this Section apply to the construction activities of the Contractor. Contractors are reminded that they will need to hire tradesman skilled in the patching finishes that are impacted by their activities. (e.g. plumber will need to have a mason patch back existing walls opened for new roughing , Heating Contractor will hire carpenter for existing ceiling replacements after new air handler installed, etc)

1.02 RESPONSIBILITIES

- A. General: The Contractor is responsible to perform cutting and patching for their portion of the Work. Patching Work shall restore all surfaces to their original condition.
- B. Cutting and patching of completed new construction required due to out of sequence construction and/or improper coordination is the responsibility of the prime Contractor responsible for the out of sequence construction or improper coordination. Cutting and patching of new construction for these purposes shall be accomplished by the General Construction Contractor and shall be paid for by the prime Contractor responsible. The Construction Manager shall be the sole judge of the responsibility for such cutting and patching, and shall prepare change orders to delete monies from the responsible prime Contract and credit those monies to the General Construction Contractor.
 - 1. Each Contractor shall cooperate with the Construction Manager to accomplish cutting and patching with minimal disruption to the construction and at reasonable cost.

1.03 SUBMITTALS

- A. Cutting and Patching Plan: If the Owner requires approval of cutting and patching procedures before proceeding, submit a plan describing cutting and patching procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
 - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform the Work.
 - 4. Indicate dates when cutting and patching will be performed.
 - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated, including their new locations, and those that will be required to be placed temporarily out-of-service. Indicate how long service will be disrupted and when service will be restored.
 - 6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of additional reinforcement with the original structure.

- a. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory Work.
- b. Submit a detailed plan, including an area-specific drawing, indicating how dust mitigation and noise control will be handled to prevent disruption/dusting of adjacent areas. Identify routes of waste removal and dumpster locations, material handling from staging area, placement of protections, controls, etc.

1.04 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Bearing and retaining walls.
 - b. Structural concrete.
 - c. Structural steel.
 - d. Lintels.
 - e. Structural decking.
 - f. Miscellaneous structural metals.
 - g. Exterior curtain-wall construction.
 - h. Equipment supports.
 - i. Piping, ductwork, vessels, and equipment
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.05 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner so as not to void any existing or required warranties.
- B. Utilize manufacturer certified installers for Work on any existing roof area, which are impacted, to ensure that the Owner's current warranty is maintained in full force.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are not available or cannot be used, use materials whose installed performance will be equal to or surpass that of the existing materials.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
 - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including but not limited to; Construction Manager, mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut, including shoring, lumber, plywood, etc.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with the use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

- A. General: Employ skilled Workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
 - 1. In general, where cutting, use hand or small power tools designed for sawing or 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. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible or to match existing where exposed for aesthetic appearance. Comply with specified tolerances. Patching will be done utilizing tradesmen skilled for the surface to be patched. (e.g. mason for brickwork, ceramic tile installer for ceramic tile, etc)
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. 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. If patched area does not match the adjacent surface, the contractor will refinish the entire wall to achieve a uniform surface.

3.04 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying primer and paint or other finishing materials. Restore damaged pipe covering to its original condition

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Cleaning during the progress of the Work.
- B. Maintain all premises and public properties/roadways free from accumulations of waste, debris, dirt, mud and rubbish caused by operations on a daily basis.
- C. At completion of Work, remove waste materials, rubbish tools, equipment, machinery and surplus materials, and clean all exposed surfaces; leave Project clean, dust free and ready for occupancy,
- D. Remove all overspray caused by construction operations from adjacent construction, surfaces and vehicles.
- E. Cleaning prior to final payment

1.02 SAFETY REQUIREMENTS

- A. Standards: Maintain Project in accord with OSHA and other applicable safety and insurance standards.
- B. Hazard Control / Cleaning Products:
 - 1. Store volatile organic containing / flammable waste in covered metal containers and remove from premises daily.
 - 2. Provide adequate ventilation during use of VOC containing or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances, OTC regulations and local anti-pollution laws and ordinances.
- D. Dispose of all waste legally, off-site.
- E. Do not dispose of VOC / flammable waste such as mineral spirits, oil, or paint thinners into storm or sanitary drains.
- F. Do not burn or bury rubbish and waste materials on Project site.
- G. Do not dispose of any waste into surface waters such as ponds, lakes, streams or waterways

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning materials shall be appropriate to the surface and materials being cleaned.
- B. Materials: Use only cleaning materials recommended by manufacturer of surface to be cleaned
- C. Provide pads to protect finished surfaces from cleaning materials.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Post signs to advise building occupants if wet and/or slippery floor conditions exist during cleaning operations.

3.02 PROGRESS CLEANING

- A. Keep all buildings, enclosures, and confined areas where Work is being performed under the Contract free from unattended combustible materials.
- B. Remove rust spots as they develop.
- C. Execute daily cleaning to ensure that building, grounds, and public properties and roadways are maintained free from accumulations of waste materials, rubbish, dirt, mud and dust.
- D. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- E. Each day, each Contractor shall adhere to the following:
 - 1. Areas of intense activity, such as cutting and sawing must be swept clean and reorganized at the end of each day. Utilize dust control methods such as plastic containment enclosures and/or wetting of surfaces.
 - 2. Areas of moderate activity, such as installation of plumbing, ductwork, electrical Work, must be returned to operating / safe order at the end of each day.
 - 3. Debris below scaffolds including areas of shoring and re-shoring, must be kept sufficiently cleared and consolidated to keep walkways free of tripping hazards at all times. These Work areas must also be swept clean immediately after removal of scaffolds, shoring, etc.
 - 4. All swept up debris, waste materials, and packing must be removed and placed in a dumpster by the end of the Workday.
 - 5. All stored material must be protected and kept in good order.
 - 6. As portions of the Work are completed, all used and excess materials shall be removed promptly.
 - 7. Daily Clean-up and good housekeeping is the responsibility of each Contractor individually and will be monitored by the Construction Manager. If any Contractor fails to perform cleaning when directed or does not properly clean within 4 hours of being notified by the Construction Manager, the Owner will hire others and charge the responsible Contractor accordingly.
 - 8. Contractors shall promptly comply with requests to organize scattered materials.
 - 9. Daily sweep and weekly damp mop of all Work areas.
- F. Contractor is responsible for furnishing dumpsters or other such containers as required for collection, storage and legal disposal of all debris and rubbish resultant from their individual construction operations (both demolition and daily construction debris). The Construction Manager shall direct contractors to locate, maintain and move such containers as necessary and legally dispose of waste as containers are filled. The Contractor shall separate and recycle waste as required by authorities, contract requirements and local regulations / ordinances.
- G. Handle materials in a controlled manner to reduce handling to the extent possible. Do not drop or throw materials from heights.

3.03 FINAL CLEANING

- A. Remove dust, dirt, grease, stains, paint drips and runs, plastic, labels, tape, glue, rope, and other foreign materials from visible interior and exterior surfaces.
- B. Do not move dust from spot to spot. Remove directly from the surface on which it lies by the most effective mean such as appropriately treated dusting cloths or vacuum tools. When doing high cleaning, do not allow dust to fall from high areas onto furniture and equipment below.
- C. Dismantle and remove all temporary structures, scaffolding, fencing, and equipment. Remove waste materials, rubbish, lumber, block, tools, machinery, and surplus materials.

- D. Perform the following prior to final payment:
1. Broom clean all exterior concrete surfaces and vacuum clean all interior concrete surfaces.
 2. Vacuum clean carpets and mats.
 3. Vacuum clean acoustic ceilings.
 4. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.
 5. Vacuum and clean with a damp cloth light fixtures, including glass and plastic lenses, ceiling and wall mounted lights, cover panels, side panels, louvers, fixture frames and lamps.
 6. Wash all existing floors that were in any way impacted by the construction operations.
 7. Inspect interior and exterior surfaces, and all Work areas, to verify that the entire Work is clean and ready for use by the Owner. The Project will not be considered substantially complete until all final cleaning has been performed.
 8. Magnet sweep all exterior lawn and walkway areas to ensure that stray nails / screws, etc. do not remain in lawn areas or on walkways.

3.04 RUBBISH REMOVAL

- A. A. Contractors shall comply with all Local, State and Federal Laws, Codes and Requirements regarding recycling and trash or rubbish removal.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the following:
 - 1. Starting systems
 - 2. Testing, adjusting, and balancing

1.02 STARTING SYSTEMS

- A. The Contractor shall coordinate, schedule, and sequence the start-up of various equipment and systems.
- B. Where the start-up of a system or piece of equipment is dependent upon the start-up of other system(s) or equipment, then the Contractor shall schedule and sequence the start-ups to coincide.
- C. Notify the Architect/Engineer and the Construction Manager at least 14 calendar days prior to the start-up of each item or system so that they can schedule the startup with the Owner, utilities, and other Prime Contractors.
- D. Where applicable, verify that each piece of equipment or system has been checked for conditions which may cause damage or delay the start-up procedure.
- E. Verify that the equipment has been installed in accordance with the manufacturer's requirements.
- F. Complete all pre-startup checklists that may be required by the system vendor.
 - 1. In the event that start-up activities are delayed as a result of the Contractor's failure to properly check the completed installation and a manufacturer's representative is on the job site waiting for corrections to be made, then the Architect/Engineer may, at his/her sole discretion, postpone start-up until such time as the corrections have been made without any extra costs.
- G. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- H. Verify that wiring and support components for equipment are complete and tested.
- I. Execute start-up under supervision of applicable Contractor's personnel in accordance with manufacturer's instructions.
- J. The Contractor shall have the job site superintendent present during all start-up activities.
- K. Provide manufacturer's authorized technician at the site when specified and in accordance with the requirements contained in Section 014500 - Quality Control.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submit the following documents to the Architect/Engineer before Substantial Completion:
1. Project Record Documents as specified in Section 017839 - PROJECT RECORD DOCUMENTS.
- B. Submit the following items to the Architect/Engineer with the final application for payment:
1. Final Application for Payment and continuation (G732a/CMa and G703)
 2. Contractor's Certified Payrolls
 3. OSHA cards for all Workers
 4. Contractor's Affidavit of Payment of Debts and Claims (G706)
 5. Contractor's Affidavit of Release of Liens (G706A)
 6. Final list of Subcontractors (G705)
 7. Subcontractor's Affidavit of Payment of Debts and Claims (G706) - (for each subcontractor used)
 8. Subcontractor's Affidavit of Release of Liens (G706A) - (for each subcontractor used)
 9. Consent of Surety to Final Payment (G707)
 10. 2 year Maintenance Bond - 100% of contract including change orders
 11. Contractors letter guaranteeing Workmanship 2 years
 12. Product data, Maintenance manuals and Warranty Information
 13. As Built Documentation
 14. Attic Stock / Spare Parts (provide proof of delivery transmittal signed by owner)
 15. Training and Demonstrations (provide sign-in from training session)
 16. Asbestos Affidavit and waste manifests
- C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Architect/Engineer's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for Operations and Maintenance Manuals required to be prepared by system suppliers and equipment manufacturers.
- B. The Contractor shall submit Operations and Maintenance Manuals for all equipment.
- C. Where the technical specifications call for the submission of manuals, said manuals shall be prepared in accordance with the requirements contained herein. It being understood that manuals shall be submitted for all equipment even if it is not specifically called out in the specifications.

1.02 MANUAL CONTENTS AND FORMAT

- A. All Operations and Maintenance Manuals shall be as specified hereinafter.
- B. The binder shall be 8 1/2" x 11", metal hinge, vinyl, large capacity by National or Equal. It shall show the name of the manufacturer or supplier and Project name on the spine of the binder.
- C. A cover shall be provided showing the names of the Owner, Architect/Engineer, Contractor, and Manufacturer.
 - 1. It shall show the Contractor's order number and manufacturer's Project number.
 - 2. The address of the manufacturer, service station telephone number, Project title, contract number, and year shall also be shown.
- D. Provide tabbed color dividers for each separate product and system.
 - 1. The name of the product shall be typed on the tab.
 - 2. A separate tab shall also be provided for information such as troubleshooting instructions, spare parts list, etc.
- E. An index shall be provided in the back of the binder, with a separate tab, providing a quick way for the operator to find key and important topics contained in the manual.
- F. A separate listing for all charts, graphs, tables, figures and shop drawings shall be provided directly following the table of contents.
- G. Each manual shall contain one (1) copy of all shop drawings deemed in compliance with the Contract Documents by the Architect/Engineer submitted for the equipment or system for which the manual is prepared.
 - 1. Only these shop drawings shall be included in the manual.
 - 2. All shop drawings larger than 8 1/2" x 11" shall be folded and placed in a heavy duty, top loading plastic sheet protector with the title of the drawing showing; one (1) drawing per protector page.
- H. Each manual shall contain the following as a minimum:
 - 1. Table of contents
 - 2. Final version of the warranty statement approved by the Architect/Engineer
 - 3. Nameplate data of each component, year of installation, contract number and specification number
 - 4. Name, address and telephone number of the manufacturer and the manufacturer's local representative(s)
 - 5. Installation instructions
 - 6. Operation instructions including adjustments, the interrelation of components and the control sequence describing break-in, start-up, operation and shutdown

7. Emergency operating instructions and capabilities
 8. Maintenance requirements include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balancing, and checking instructions
 9. Troubleshooting guide and corrective maintenance (repair) procedures for all electrical and mechanical equipment. These guides shall list the most frequent and common problems, together with the symptoms, possible causes of the trouble, and remedies
 10. Drawings (pictures or exploded views) which clearly depict and identify each part, suitable for assembly and disassembly of entire system and each component
 11. Wiring and control diagrams, if applicable
 12. Panelboard circuit directories including electrical service characteristics, if applicable
 13. Part list with current prices; ordering information; and recommended quantities of spare parts to be maintained in storage
 14. Name, address, and telephone number of nearest parts supply house and nearest authorized repair service center.
 15. List of recommended spare parts and the recommended number of each per unit and per group of units.
- I. All electronic Operations and Maintenance Manuals shall be as specified hereinafter.
1. All files shall be in Adobe PDF format and submitted on compact discs.
 2. Files shall be organized by specification section and then by product.
 3. An electronic index and list of all charts, graphs, tables, figures, and shop drawings shall be included.
 4. All information provided in the paper Operations and Maintenance Manual shall be included in the electronic version.
- J. Submit two (2) copies of a preliminary draft manual at least fourteen (14) calendar days prior to the date set for start-up.
1. The Architect/Engineer will review the manual for content and compliance with these specifications.
 2. Written comments will be provided, but the manual will not be returned.
 3. This copy of the manual will be retained on the site until such time as the final, updated manual is provided.
- K. Two (2) weeks after the date the unit was placed into service and the Owner has gained beneficial use, submit five (5) copies of the final updated Operations and Maintenance Manual.
- L. Where installation instructions are not included with the manual, they shall be shipped at least ten (10) days prior to the date the equipment is scheduled for installation.

1.03 RETAINAGE

- A. The Architect/Engineer will retain from payment due the Contractor, for failure to submit manuals as specified, an amount equal to 2% of the scheduled value for the equipment or system for which the manual applies. This Contract requirement only applies when a manual is specified to be provided in the Technical Specifications for a particular system or piece of equipment.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes:
 - 1. Maintenance of documents
 - 2. Recording of record information
 - 3. Submission of record documents

1.02 PLANS AND SPECIFICATIONS FURNISHED TO THE CONTRACTOR

- A. One (1) complete sets of Contract Documents (plans, specifications and addenda) will be furnished to the Contractor
- B. Additional sets will be furnished to the Contractor at \$250 per set.

1.03 MAINTENANCE OF DOCUMENTS

- A. The Contractor shall maintain at the site one (1) set of the following: drawings, specifications, addenda, change orders, approved shop drawings, test reports, and shop drawing log.
- B. The Contractor shall make these documents available for use by the Owner, Construction Manager, Architect/Engineer, regulatory agencies and other parties designated by the Owner.
- C. Maintain these documents in a clean, dry, legible condition throughout the entire contract period.
- D. Make documents available at all times for inspection by Architect, Construction Manager, and Owner.

1.04 RECORDING OF RECORD INFORMATION

- A. Affix a stamp to each Contract Drawing and Shop Drawing reading as follows: "RECORD DOCUMENT" - "NAME OF PROJECT" - "CONTRACTOR NAME" in 2-inch high printed letters. The stamp shall be specifically prepared for this Project.
- B. Keep the record documents current as the Work progresses. Record information concurrent with construction progress.
- C. Legibly mark the Contract Plans to record actual construction, including, but not limited to the following:
 - 1. All as-built Work.
 - 2. All approved field changes and conditions.
 - 3. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- D. Shop Drawings: Maintain as record documents. Legibly mark-up to show changes made due to field conditions encountered during construction.
- E. The Contractor shall be required to keep accurate record drawings, in hard copy format, as well as AutoCAD 2008 or newer digital format, of the Work actually performed which is in accordance with the Contract Documents and that which deviates from them.
- F. As Work progresses, the contractor shall maintain an on the field set of hard copy drawings, a complete and accurate set of field notes clearly delineating all Work as it is actually installed.

This set of drawings shall be available at all times for the Owner, Construction Manager, and Architect/Engineer to review and shall be examined at all jobsite meetings.

- G. Do not permanently conceal any Work until required information has been recorded.
- H. Concurrent with each submission of a contractor partial payment requisition, the contractor shall submit a paper copy of up to date record drawings, including the latest corrections. Incomplete or inaccurate record drawings will be sufficient grounds for refusal to process payment requisition.
- I. Final record drawings shall be hard copy format and AutoCAD 2008 or newer digital format, completed by a competent draftsman or CAD operator with the following information as a minimum:
 - 1. Complete and accurate listing of all imbedded and underground conduits. Drawings shall accurately show all exact locations of conduits including horizontal and vertical dimensions and explicitly list all conduits and fix their location off of building structures or monuments. Imbedded conduits shall include those below the floor slab and those installed in building walls.
 - 2. Complete and accurate listing of all exposed conduits.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Change Order.
 - 5. Clarification plans not on original contract.
 - 6. Other information or components required by Article 6.BB of the General Conditions.
- J. At final contract closeout Architect/Engineer will review preliminary set of final record drawings. After approval of this submission, the contractor will be required to submit one (1) set of hard copy drawings and one (1) digital CD-ROM disc including all as-built drawings. No portion of the line item bid amount in the proposal for the record drawings will be released until final record drawings have been submitted and approved. No exceptions.

1.05 SUBMITTAL OF RECORD DOCUMENTS

- A. At Substantial Completion, the Contractor shall deliver one (1) preliminary record set of as-built documents to the Architect/Engineer with all changes conspicuously ballooned or otherwise emphasized.
- B. The Work will not be considered substantially complete until such time as the preliminary record documents are delivered and acceptable to the Architect/Engineer. Mark this set "Preliminary Record Drawings".
- C. Prior to Final Completion, the Contractor shall conform the preliminary record drawings to the comments made by the Architect/Engineer. The Contractor shall provide one (1) set of full-scale paper as-built drawings and one (1) electronic copy in portable document format (PDF).
- D. As-built drawings shall be the same size as the Contract Drawings, with 1/2-inch margins space on three sides and a 2-inch margin on the left side for binding.
- E. Each drawing shall bear in the title box the words "FINAL RECORD DRAWINGS" and the name of the Contractor in heavy black lettering 1/2 inch high and be certified as complete and accurate.
- F. As a convenience, Architect/Engineer will make available to the Contractor electronic media of the Contract Drawings for the sole purpose of the Contractor preparing as-built drawings.
- G. Electronic media made available is without guarantee of compatibility with the Contractor's software or hardware.

1. If the Contractor wishes to take advantage of this offer, the Contractor will be required to execute an indemnification and hold harmless agreement with the Architect/Engineer.
- H. At completion of Project prior to the final Project close-out meeting, deliver marked-up record documents to the Architect/Engineer.
- I. Accompany submittal with transmittal letter, containing:
 1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each record document.
 5. Certification that each document as submitted is complete and accurate.
 6. Signature of Contractor or its authorized representative.
- J. Upon completion of the Work, Contractor shall prepare and furnish the Architect/Engineer a set of marked up prints of the as-built drawings for review, with all changes conspicuously circled or otherwise emphasized.

1.06 RELATED DOCUMENTS

- A. Provide certificate of release of liens if requested by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The Section includes the requirements for delivering spare parts specified to be furnished under the provisions of the Contract Documents.

1.02 QUALITY ASSURANCE

- A. Spare parts shall be delivered as complete assemblies direct from the manufacturer such that the part is fully functional and ready to be installed.

1.03 DELIVERY, STORAGE AND HANDLING OF SPARE PARTS

- A. Comply with the requirements of Section 016500 for packing, delivery, storage and handling requirements for all parts delivered to the site of the Work.
- B. All spare parts required to be furnished under a Section of the Specifications shall be packaged in one separate box, crate or container with the words "SPARE PARTS" lettered on all sides of the container.
- C. The equipment name or system name for which the spare parts are being provided shall also be lettered on the container.
- D. A separate packing list for the spare parts shall be included in the container.
- E. The Contractor shall store all spare parts indoors immediately upon delivery of the spare parts to the site. Spare parts will not be accepted by the Owner, the Construction Manager, or the Architect/Engineer if the spare parts have been stored outdoors for more than 8 hours upon delivery to the site.
- F. The storage location shall be secure.

1.04 TURN OVER OF SPARE PARTS

- A. Spare parts shall be turned over to the Owner or Architect/Engineer approximately two (2) weeks prior to the Architect/Engineer's preparation of the Final Punch List.
 - 1. Spare parts will not be accepted until this time.
 - 2. The Certificate of Substantial Completion will not be issued until all spare parts are delivered.
- B. The following procedure shall be followed:
 - 1. The Contractor shall provide a formal letter of transmittal listing the name or description of the part, part number, model number, manufacturer (or supplier), and system component name and the Section where it was specified to be provided.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for demonstrating and training of installed systems, equipment, and products.
- B. Manufacturer field services and the credit for unused service time are also included herein.

1.02 MANUFACTURER'S FIELD SERVICES

- A. When individual specification sections require field services to be provided, said services shall be provided by qualified, authorized and factory trained representative(s) of the manufacturer (supplier).
- B. Field services shall generally consist of:
 - 1. installation supervision,
 - 2. verify terms of the manufacturer's warranty,
 - 3. equipment and system calibration,
 - 4. startup supervision, and
 - 5. operation and maintenance instructions to the Owner's employees.
- C. Such services do not include service time to correct a factory fault, correct problems resulting from a factory wiring or control logic error, or errors caused by poor or improper installation by the Contractor.
- D. The time specified to be provided under the specification sections shall be exclusive of travel time to and from the facility or site. For the purposes of this Contract, one (1) day shall be defined as eight (8) hours exclusive of breaks or mealtime.
- E. The times specified to be provided by the manufacturer does not relieve the manufacturer from providing sufficient service time to place the equipment or systems into satisfactory operation and to obtain the specified performance. The manufacturer shall provide, as a minimum, the times specified in the Specification Sections.
- F. Submit manufacturers' startup reports (MSR's) in accordance with the requirements contained in Section 013300 - Submittals.

1.03 SUBMITTALS

- A. The Contractor shall prepare a list of all manufacturer specified field time required by the technical specifications. Compile this summary listing and submit it to the Architect/Engineer for review in accordance with the requirements contained in Section 013300 - SUBMITTALS.
- B. Manufacturer's Startup Reports

1.04 QUALITY CONTROL

- A. The Contractor shall adhere to all instructions provided by the manufacturer's authorized representative.
- B. All verbal instructions necessary to satisfy performance of the equipment or the system shall be immediately provided by the Contractor. The manufacturer shall document all verbal orders in writing at a time suitable to the Contractor.

- C. All written instructions provided in operation, maintenance, and installation guides and manuals, provided by the manufacturer of such equipment and or system, shall be complied with by the Contractor.
- D. The Contractor shall comply with all manufacturer requirements such that written or implied warranties remain in full force during the time period so specified elsewhere in the technical specifications.
- E. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- F. Actions and/or non-performance by the Contractor that may void manufacturer warranties shall not constitute a release of the specified warranty, and all warranty claims made by the Owner shall be paid for by the Contractor as if the manufacturer's warranty was still in effect.

1.05 SCHEDULING - FIELD SERVICES

- A. The Contractor shall arrange field service on dates acceptable to the Owner, the Construction Manager, and Architect/Engineer.
- B. The service visits shall be scheduled at least 2 weeks in advance so that the Owner, the Construction Manager and the Architect/Engineer can adequately staff the date.
- C. Operator training will not be allowed until such time as the Manufacturer's Operation and Maintenance Manuals have been supplied and approved by the Architect/Engineer.
 - 1. The field service technician shall review the contents of the manual with designated employees of the Owner.
 - 2. Field services will not be deemed provided until the MSR is provided.

1.06 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Utilize manufacturer's and vendor's Operation and Maintenance Manuals as basis for instruction. Review contents of the manual with the Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of the equipment or of the system.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. The Contractor shall arrange to have the manufacturer's Operation and Maintenance Manuals updated with information that has been added during start-up activities.
- F. The final manual shall contain the most recent information and reflect all operational and maintenance aspects of the final installed and functioning system or equipment or component of the system.
- G. Any changes to control panel wiring diagrams or interconnection wiring schematics shall be made and new prints provided as an update to previously approved manuals.
- H. Manufacturer field time shall be as specified in individual Sections of the Technical Specifications.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The purpose of this section is to outline the scope of work and work procedures required for the removal of asbestos containing floor tile mastic, contaminated floor tiles and sink undercoatings that is anticipated to be encountered during the renovation project.
- B. Determination of limits of asbestos abatement was based upon the Final Report of Environmental Services by Quality Environmental Solutions & Technologies (QUES&T) dated August 11, 2022. The contractor shall verify in field the limits of asbestos abatement prior to bid.
- C. Federal (EPA and OSHA) and New York State Department of Labor (NYS DOL) regulations (ICR 56.11), Project Drawings and Project Documents.
- D. The Contractor shall be aware of all conditions of the Project and is responsible for field verifying quantities and locations of all ACM to be removed prior to submission of any bid. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work. The quantities presented in this Specification and report are approximate and should not be used solely as the basis for any bid. In the event that suspect materials not included in this Specification are encountered while the work is in progress, such material shall be tested for asbestos content or assumed positive for asbestos content, and removed in accordance with the procedures herein. Any discovery of new ACM shall not delay the progress of the Work. Payment for any additional work shall be considered on a case-by-case basis by the Architect.
- E. Any special job conditions, including any site specific variances are to be obtained by the Contractor, and any fees associated with procuring these variances shall be included in the Contractor's bid.
- F. The Contractor's industrial hygiene practices during asbestos abatement will be monitored by the Owner's representative (QUES&T); however the Contractor shall be responsible for monitoring his own construction safety work practices for compliance with the OSHA regulations.

1.02 SPECIAL JOB CONDITIONS

- A. Any special job conditions, including any site specific variances, are to be obtained by the Contractor, and any fees associated with procuring these variances shall be included in the Contractor's bid.

1.03 CODES, PERMITS AND COMPLIANCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. Perform asbestos related Work in accordance with Federal and New York State regulations. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. State Licenses: The Contractor must maintain current licenses pursuant to the New York State Department of Labor (NYSDOL) and New York State Department of Environmental Conservation (NYSDEC) for all Work related to this Project.

1.04 APPLICABLE STANDARDS AND REGULATIONS

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
 - 1. 29 CFR 1910.1001, "Asbestos" (OSHA)
 - 2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
 - 3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
 - 4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
 - 5. 29 CFR 1926, "Construction Industry" (OSHA)
 - 6. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
 - 7. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
 - 8. 40 CFR 61, Subpart A, "General Provisions" (EPA)
 - 9. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
 - 10. 49 CFR 171-172, Transportation Standards (DOT)
- C. New York State Regulations:
 - 1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL)
 - 2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
 - 3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
 - 4. New York State Department of Health (NYSDOH) Training Requirements
- D. Standards and Guidance Documents:
 - 1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
 - 2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
 - 3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
 - 4. EPA 530-SW-85-007, Asbestos Waste Management Guidance

1.05 DELIVERY AND STORAGE

- A. Deliver non-contaminated materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
 - 1. Store materials subject to deterioration/damage away from wet/damp surfaces and under cover.
 - 2. Protect materials from unintended contamination.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

PART 2 - PRODUCTS

2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.

2.02 DISPOSAL BAGS, DRUMS, AND CONTAINERS

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with U.S. Department of Transportation required markings.
- B. If the asbestos waste has the potential to damage or puncture the disposal bags, burlap sacks shall be utilized as a liner inside the polyethylene disposal bags to prevent puncture or damage to the disposal bags. In addition, 30 or 55 gallon capacity fiber or metal drums capable of being sealed air and water tight may also be used. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled with the names of the waste generator and the location at which the waste was generated in accordance with 40 CFR Part 61 NESHAPS.
- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste. Any material placed in labeled containers or bags, whether turned inside out or not shall be disposed of as ACM waste.

2.03 HEPA VACUUM EQUIPMENT

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform all asbestos removal Work using wet removal procedures. Dry removal procedures are not permitted.

3.02 WORK AREA PREPARATION

- A. Work Area preparation shall be performed in accordance with NYSDOL regulations.
- B. Remove all items attached to or in contact with ACM. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.

3.03 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Asbestos-containing materials shall be removed in accordance with NYSDOL and the Contract Documents.
- B. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration prior to material removal. Re-wet material that does not display evidence of saturation.
- C. One Worker shall continuously apply amended water while ACM is being removed.
- D. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos containing material in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.

- E. Power or pressure washers will not be allowed to be used for asbestos removal or clean-up procedures.

3.04 ACM WASTE CONTAINERIZING, DECONTAMINATION AND LOAD OUT PROCEDURES

- A. Packaging of ACM shall conform to OSHA Standard 29 CFR 1926.1101, DOT 49 CFR 171, 172, and 173, and EPA Standard 40 CFR Part 61 and the requirements as herein specified.
- B. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.

3.05 WORK AREA CLEANING PROCEDURES

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, decontamination procedures shall be followed as specified in Title 15 or ICR 56, unless otherwise stated in the variance(s) utilized by the Contractor.
- B. Following each decontamination procedure the PM shall inspect the Work Area for effectiveness of the cleanings. If necessary, additional cleaning shall be performed by the Contractor as directed by the PM.

3.06 ASBESTOS WASTE

- A. Applicable Regulations: All asbestos waste shall be stored, transported and disposed of in accordance with the following regulations as applicable:
 1. NYS DEC 6 NYRCC part 360 and 364
 2. US EPA NESHAPS 40 CFR 61
 3. US EPA Asbestos Waste Management Guidance EPA/530 SW85

END OF SECTION