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AFTON CENTRAL SCHOOL DISTRICT

Afton, New York

2024 CAPITAL PROJECT – PHASE 2
CENTRAL SED#: 08-01-01-04-0-001-020
BUS GARAGE SED#: 08-01-01-04-5-015-003

HA PN: 2025-005P

VOLUME 1 FRONT END SPECIFICATIONS BID DOCUMENTS

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

November 3, 2026

AFTON CENTRAL SCHOOL DISTRICT
2024 CAPITAL PROJECT – PHASE 2

CENTRAL SCHOOL SED#: 08-01-01-04-0-001-020
BUS GARAGE SED#: 08-01-01-04-5-015-003

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NOVEMBER 3, 2026
HA PN: 2025-005P

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SECTION 00 11 00 - NOTICE TO BIDDERS

PART 1 - GENERAL REQUIREMENTS

NOTICE IS HEREBY GIVEN, that sealed proposals in **duplicate** are sought and requested by the Board of Education, Afton Central School District (hereinafter called "Owner"), for the 2024 Capital Project Phase 2 at the Afton CSD Main Building SED#: 08-01-01-04-0-001-020, Bus Garage SED#:08-01-01-04-5-015-003 property.

The project will be bid through public bidding. The Prime Contracts are listed below.

- General Construction
- Mechanical Construction
- Electrical Construction
- Sitework Construction

In accordance with Drawings, Project Specifications, and other Bidding and Contract Documents prepared by:

Highland Associates
102 Highland Avenue
Clarks Summit, PA 18411

The Construction Manager for the project is:

Schoolhouse Construction
20850 State Highway 28
Delhi, NY 13753

PRE-BID WALK-THRU: November 19, 2026 – 3:30 PM (local time).
Bidders to meet at Afton Board of Education Room, 25 Sand Street, Afton, NY. Entrance to the BOE Room is located on Sand Street at Door #1. Proceed to the 2nd floor of the administration building to the BOE room. Any Contractor at the school before 3:30 PM must have a photo ID.

BIDS ARE DUE: December 10, 2026, 11:00 AM

A sealed proposal will be received by the Owner at:

Afton Central School District
Attention: Annette Hammond, Superintendent
29 Academy Street, P.O. Box 5
Afton, NY 13730

All bids will be opened and publicly read aloud at said time and date at the Board of Education Room.

As bid security, each Bid shall be accompanied by a certified check or Bid Bond made payable to the Owner, in accordance with the amounts and terms described in the INSTRUCTIONS TO BIDDERS and the SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.

All questions prior to bid opening must be received by Monday, November 24th, at 2:00 PM. Questions shall be directed to Melisa Secord, melisa.secord@schoolhouse.construction, Connor Fitzgerald, connor.fitzgerald@schoolhouse.construction, and Drew Marcinkevich, dmarcinkevich@ha-pa.com. All bidders shall use the Pre-Bid Request For Information form located in Specification 00 12 00 - Request for Information. A digital copy of this form is available upon request.

Copies of documents may be obtained from Dataflow:

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Plans and specifications may be obtained from the designated web portal and are available for viewing at the locations listed below beginning November 16, 2026.:

Representative: DATAFLOW
Designated web portal: www.nyplanroom.com
Place: Dataflow, Inc
176 Anderson Ave., Suite F200
Rochester, NY 14607
585-271-5730
BidSupport@goDataflow.com
M-F 9:00 a.m. to 5:00 p.m.

Please read these instructions before ordering a bid package, as they will outline the process for purchasing files and/or ordering sets via electronic deposit.

Prospective bidders must obtain a set of bid documents from the designated web portal, www.nyplanroom.com. Ordering from this web portal automatically places the prospective bidder on the plan holders' list, and thus eligible to bid the project. This designated web portal will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a bid for the project. All official notifications, addenda, and other bidding documents will be offered only through the designated web portal with notifications to registered bidders. As such, bidders who obtain documents from other sources such as exchange plan rooms will not qualify as bidders. Neither the Owner, Construction Manager, Architect/Engineer, nor Dataflow Inc will be responsible for bidding documents, including addenda, if any, that are obtained from sources other than the designated web portal.

a) Bid documents including plans and specifications are available for *electronic download* for a non-refundable fee of $59.00, payable by credit card.
b) Bid documents including *printed sets* of plans and specifications may be ordered in paper format for a refundable fee of $100.00, payable by credit card. Shipping charges may apply.
c) Refunds for printed sets will be made by Dataflow directly to the credit card provided by the bidder. Refunds for payment of one (1) copy of the printed sets will be made to those submitting bids on the forms furnished, if the printed sets returned in good condition to Dataflow (address listed above) within seven (7) business days from the award of the contract.

Please contact Dataflow at BidSupport@goDataflow.com or call at 607-772-2001 with any additional questions on how to order a bid package or the www.nyplanroom.com portal.

Additionally, Contract Documents will be available for viewing at:

- Builders Exchange of the Southern Tier-EAST, 15 Belden Street, Binghamton, NY 13903
- Builders Exchange of the Southern Tier-WEST, 65 E Main Street, Falconer, NY 14733

PART 2 - STIPULATIONS

The Owner requires that the proposal shall comply with the bidding requirements required by New York State.

END OF SECTION 00 11 00

DRAFT

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

AFTON CENTRAL SCHOOL DISTRICT MAIN BUILDING
2024 CAPITAL PROJECT – PHASE 2

THE OWNER:

Afton Central School District
29 Academy Street, P.O. Box 5
Afton, NY 13730

THE ARCHITECT:
(Name, legal status, address, and other information)

Highland Associates Architecture Engineering Interior Design
102 Highland Avenue
Clarks Summit, PA 18411

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8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

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documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

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§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning« » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

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§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- **.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

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§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

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User Notes: (1283082595)

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

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

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

« »

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SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

The following supplements the "Instructions to Bidders," AIA Document A701, 2018 Edition, 2018. Where a portion of the Instruction to Bidders is modified or deleted by these Supplementary Instructions to Bidders, the unaltered portions of the Instruction to Bidders remain in effect.

ARTICLE 2 – BIDDER'S REPRESENTATIONS

Add Subparagraph 2.1.7 as follows:

2.1.7: RFI's shall be e-mailed or faxed to the Architects & Engineers. RFI's must be in an editable format. Attachments to the RFI's are to be scanned and provided as attachments to the RFI.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

Add the following at the end of the second sentence in Subparagraph 3.1.1: "or as stipulated in the Advertisement of Invitation to Bid".

3.5 OR EQUAL CLAUSE

3.5.1 The use of manufacturer's brand names, catalog numbers, and similar proprietary identifying data in the contract documents are not intended to eliminate from consideration products that are equivalent in quality, appearance and function to those specified. Where, in the specifications, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal, and the contractor may select one of those items. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the Specification, he shall indicate in the Bid Form, or in writing when requested, prior to award of contract, that kind, type, brand, or manufacture is included in the base and/or alternate bids for the specified item(s). Further, the contractor may be requested to submit information describing in specific detail, wherein the bid material differs from the quality and performance required by the base specifications, and such other information as may be required by the Architect. The risk of acceptance of bid equivalents is the responsibility of the contractor.

ARTICLE 4 - BIDDING PROCEDURES

4.2.1 Add the following at the end of Subparagraph 4.2.1: "Bid security shall be in the amount of 5% of the bid amount, cash will not be accepted as bid security. Bid security shall be in one of the following forms:

a. Bid Bond from a company listed on Treasury Circular 570.
b. Certified Check.
c. Bank Check."

4.2.5 The stipulated time period after the receipt of bids during which bids may not be withdrawn is 45 calendar days. The stipulated time period within which alternates may not be withdrawn by the successful bidder is 120 days after acceptance of the bid.

ARTICLE 6 - POST BID INFORMATION

6.1.1 Use Contractor's Qualification Statement - AIA Document A305.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1.1 The successful Bidder shall furnish and maintain a Performance Bond and Labor and Material Bond in the amount of at least 100 percent of the Contract Amount with all premiums therefore paid by the Bidder.

7.1.2 The surety for these bonds shall be a duly authorized surety company satisfactory to the Owner, licensed to do business in the state where the Project is located, and listed in the latest issue of the U.S. Treasury Circular 570.

7.1.3 Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign the bond.

7.1.4 Bonds shall be prepared on unaltered AIA Document A312 - 2010 - Performance Bond and Labor and Material Payment A201 - 2017 Bond.

ARTICLE 9 - LAWS AND REGULATIONS

9.1 Laws and Regulations

9.1.1 All applicable laws, ordinances, rules, and regulations of federal, state, and municipal authorities having jurisdiction over this Project shall apply to the Contract throughout, and will be deemed to be included in the Contract as though herein written out in full.

9.1.2 The sections of the New York State Labor Law (LL) and the New York state General Municipal Law (GML) include, but are not necessarily limited to, the following which are listed here for references:

(1). LL S220, subd. 2: Eight-hour day, 40-hour week

(2). LL S220, subd. 3 and LL S220-d: Minimum wage rates and supplements
(3). LL S220-3: Anti-discrimination
(4). LL S222-a: Elimination of dust hazard
(5). GML S103: Equivalencies
(6). PGML S103: Background investigation to determine "responsible bidder"
(7). GML S103-d: Non-collusive bidding certificate
(8). GML S103-b: Payment of contractors and subcontractor
(9). GML S108: Workmen's compensation insurance
(10). GML S109: Non-assignment of public contracts

9.1.3 Other applicable laws, rules, and regulations include, but are not necessarily limited to, the following which are listed here for reference.

(1). Title 29, Code of Federal Regulations, Section 1910.1001. Occupational Safety and Health Administration, (OSHA); U.S. Department of Labor.

(2). Title 40, Code of Federal Regulations, Part 61, Subparts A and B National Emission Standards for Hazardous Air Pollutants. U.S. Environmental Protection Agency (EPA).

(3). Industrial Code Rule 56 as issued by the State of New York, Department of Labor, Division of Safety and Health, One Main Street, Brooklyn, New York, 11202.

(4.) Title 40 Code of Federal Regulations, Part 763 Asbestos Hazard Emergency Response Act. U.S. Environmental Protection Agency.

ARTICLE 10 - PROJECT AND BID INFORMATION

10.1 Project Title: AFTON MAIN BUILDING 2024 CAPITAL PROJECT – PHASE 1

10.2.1 Owner: Afton Central School District

10.2.2 Owner's Representative: Kristyn DeGroat, Business Manager

10.3.1 Access to the Site: Bidders will be permitted access to the site prior to the scheduled bid opening date at times to be arranged with the Construction Manager or the District.

END OF SECTION 00 22 13

Highland Associates / Schoolhouse Construction Services

CONTRACTOR PRE-BID RFI FORM

(Please Type or Print Neatly)

Question cut -off (No exceptions) – December 7, 2026 12:00 PM

Date: _____

Company: _____ **Name:** _____

Phone #: _____ **E-mail:** _____

Contract(s) bidding on: _____

Drawing Referenced: _____

Spec Section Referenced: _____

Other References: _____

REQUEST:
ANSWER: **Answered By:** _____ **Date:** _____

SECTION 00 40 10 – BID FORM

Contract Number and Description: _____

Date: _____

Submitted By: _____
(Name of Bidder)

Address: _____

_____

_____

Telephone: _____ Email: _____

Bid To: (Owner): **Afton Central School District**
Attn: Annette Hammond, Superintendent
29 Academy Street, P.O. Box 5
Afton, NY 13730

For the Project: MAIN BUILDING 2024 CAPITAL PROJECT PHASE 2

I the Contractor, hereby certify that I have carefully examined and fully comprehend the requirements and intent of the plans and specifications for this project as prepared by Highland Associates, and that we have personally inspected the actual location of the work, together with regional sources of supply, and are satisfied as to all the quantities and conditions, and understand that in signing this proposal, I waive all right to plead any misunderstanding regarding the same.

I the Contractor further understand and agree that I will do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefor the amount of the Total Bid, modified by such additive or deductive alternates, if any, as are accepted by the Owner.

BASE BID
I agree, without reservation, to perform and complete all documented and specified Work of this Contract, for the Lump Sum of:

_____

_____ Dollars ($ _____)

* Contingency Allowance shall be included in the Base Bid Amount. Refer to Specification 012100 ALLOWANCES.

ALTERNATES

The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

If the alternate does not affect the Contract Sum, the Bidder to indicate "☒ NO CHANGE."

If the alternate does not affect the Work of this Contract, the Bidder to indicate "☒ NOT APPLICABLE."

The Bidder is responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.

Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time.

ALTERNATE 1 - Windows

☐ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.

_____ Dollars ($_____).

ALTERNATE 2 - Windows

☐ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.

_____ Dollars ($_____).

ALTERNATE 3 - Ceilings / MEP

☐ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.

_____ Dollars ($_____).

ALTERNATE 4 - Concrete pads

☐ ADD ☐ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE.

_____ Dollars ($_____).

UNIT PRICING

The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of the Work, as described in Section 012200 "Unit Prices".

If the Unit Price does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."

A. UNIT PRICE NO. L-1 4" STORM WATER MANAGEMENT TRENCH (SMT):

_____

_____ Dollars ($ _____)

B. UNIT PRICE NO. L-2 UNDERCUTTING:

_____

_____ Dollars ($ _____)

C. UNIT PRICE NO. L-3 MEDIUM DUTY ASPHALT:

_____

_____ Dollars ($ _____)

D. UNIT PRICE NO. L-4 HEAVY DUTY ASPHALT:

_____

_____ Dollars ($ _____)

E. UNIT PRICE NO. L-5 HEAVY DUTY CONCRETE SIDEWALK:

_____

_____ Dollars ($ _____)

F. UNIT PRICE NO. L-6 GRANITE CURB:

_____

_____ Dollars ($ _____)

G. UNIT PRICE NO. L-7 SODDED LAWN:

_____

_____ Dollars ($ _____)

H. UNIT PRICE NO. L-8 ROCK EXCAVATIONS:

_____

_____ Dollars ($ _____)

I. UNIT PRICE NO. L-9 SOIL STABILIZATION:

_____

_____ Dollars ($ _____)

In submitting this Bid I agree:

1. To hold my bid proposal open for 45 days after the actual date of the bid opening.
2. To accept the provisions of the Instruction to Bidders regarding disposition of Bid Security.
3. To enter into and sign a Contract, if awarded, on the basis of this Bid and to furnish all bonds and insurances as required by the General Conditions and Instructions to Bidders.
4. To comply with all applicable labor laws.

ADDENDA

The undersigned acknowledges receipt of the following addenda, but agrees he is bound by all addenda issued, whether or not listed herewith:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

REQUIRED BID ATTACHMENTS:

1. Statement of Surety Intent
2. Non-Collusive Bidding Certification
3. Bid Security
4. Corporate Resolution
5. Certification of Compliance Iran Divestment Act
6. Labor Law Certification of Registration
7. Sexual Harassment Form

ACCEPTANCE

If written notice of the acceptance of this bid is delivered to the undersigned within forty-five (45) days after the date of the opening of the bids, or at any time thereafter before this bid is withdrawn, the undersigned will within ten (10) days after the date of such delivery execute and deliver a contract in the form of AIA Document A101, 2017 Edition.

_____	_____
Company Name	Authorized Signature
_____	_____
Address	Title
_____	_____
City / State / Zip Code	Date
_____	
Telephone No.	
_____	
Email Address	

STATEMENT OF SURETY INTENT

To: **AFTON CENTRAL SCHOOL DISTRICT**

We have reviewed the Bid of _____ ,
(Contractor)

of _____ ,
(Address)

for 2024 CAPITAL PROJECT PHASE 1, Bids for which will be received on:

_____
(Bid Opening Date)

And wish to advise that should this Bid of Contractor be accepted and the Contract be awarded such company, it is our present intention to become Surety on the Performance Bond and Labor and Material Bond required by the Contract. Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

ATTEST:

_____ _____
Surety's Company Name Telephone No.

_____
Surety's Authorized Signature

Attach Power of Attorney
(Corporate seal if any.
If no seal, write "NO SEAL"
Across this place and sign.)

SECTION 00 40 11 - SEXUAL HARASSMENT FORM

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

Bidder Name: _____

Bidder Address: _____

Signature: _____

Print Name and Title: _____

Date: _____

END OF SECTION 00 40 11

SECTION 00 41 15 - CORPORATE RESOLUTION

Resolve that_____
(Name of Individual)

Be authorized to sign and submit the bid or proposal of:

_____
Name of Corporation

For the following project: AFTON CENTRAL SCHOOL DISTRICT MAIN BUILDING
2024 CAPITAL PROJECT PHASE 2

CONTRACT FOR:_____
(List Contract Number and Description)

The foregoing is a true and correct copy of the resolution by:

_____
(Name of Corporation)

At a meeting of its Board of Directors held on: _____.
(Date)

_____
Secretary

Seal of the Corporation

END OF SECTION 00 41 15

SECTION 00 44 00 - EQUIVALENT LISTING

PRIME CONTRACT: _____

SUBMITTED BY 3 LOW BIDDERS WITHIN 72 HOURS AFTER BID OPENING

In accordance with Article 4 and Article 7 of Instructions to Bidders, list proposed equivalents and corresponding specified products below. Complete and submit additional copies of this form as necessary for additional products.

Attach additional sheet identifying any aspect of the Contract Documents that cannot be complied with by the manufacturer or supplier of the proposed equivalent product.

Specified Product	Equivalent Product
Technical Section:	Manufacturer:
Specified Product:	Designation:
Technical Section:	Manufacturer:
Specified Product:	Designation:
Technical Section:	Manufacturer:
Specified Product:	Designation:
Technical Section:	Manufacturer:
Specified Product:	Designation:
Technical Section:	Manufacturer:
Specified Section:	Designation:
Technical Section:	Manufacturer:

END OF SECTION

SECTION 00 45 19 – NON-COLLUSIVE BIDDING CERTIFICATION FORM

No bid will be accepted that does not have this form completely executed.

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

A. 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;

B. 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

C. 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 for the purpose of restricting competition.

D. A bid shall not be considered for award nor shall any award be made where A, B, and C 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 states forth in detail the reasons therefore. Where A, B, and C above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed 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 Paragraph 1.1.

E. 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 to be performed or goods sold to or to be sold, where competitive bidding is required by the statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.

1.2 The bidder acknowledges by his signature that he has read the following statement of section 103d of the General Municipal Law regarding Non-Collusive Bidding, which is effective 1 September 1966. With an understanding of the law, I certify under penalty of perjury, that, to the best of my knowledge and belief, we have complied with the Non-Collusive Bidding law as stated and, further, I am authorized to sign and submit a bid to the Afton Central School District.

A. "103d. 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 the statue, rule, regulation, or local law, for work or services performed to be performed or goods sold to 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.

_____	_____
Contract No. – Description	Signature
_____	_____
Date	Title

SECTION 00 46 19 – CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT

No bid will be accepted that does not have this form completely executed

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

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

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

During the term of the Contract, should the Afton Central School District ("District") receive information that a Bidder/Contractor is in violation of the above-referenced certification, the 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 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 District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the

_____ of the _____ Corporation and that neither

the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____
SIGNED

SWORN to before me this _____ day of _____, 20___

_____
Notary Public

END OF SECTION 00 46 19

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)

Afton Central School District
29 Academy Street, P.O. Box 5
Afton, NY 13730

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:

Afton Central School District
MAIN BUILDING CAPITAL PROJECT PHASE 1
HA PN: 2025-005P

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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

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 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 here from 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.

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

§ 16 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

Afton Central School District
29 Academy Street, P.O. Box 5
Afton, NY 13730

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

Afton Central School District
MAIN BUILDING EMERGENCY PROJECT PHASE 2
HA PN: 2023-263P

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	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.

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§ 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.

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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AIA® Document A132® – 2019

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

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

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

« »
« »
« »

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

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EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents comprised of: (1) this Agreement between the Owner and Contractor ("Agreement"), (2) Invitation to Bid, (3) Instructions to Bidders, (4) the General Conditions (AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified), (5) Supplementary or other Conditions, if any, (6) Drawings, (7) Specifications, (8) Addenda issued prior to receipt of bids, including any bidding requirements in such Addenda, (9) The Contractor's Bid, (10) Modifications issued after execution of the Agreement, (11) the Contractor's Performance and Payment Bonds, (12) sample forms included with the bid solicitation, (13) other information furnished by the Owner in anticipation of receiving bids, and (14) other documents listed in the Agreement, if any, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is: (1) a written amendment to the Contract Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of additional Contract Documents, other than Modifications, appears in Article 9 below. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

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

« »

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

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[« »] By the following date: « »

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section 4.2 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

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

§ 4.2.2 Alternates

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

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

Item	Price

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§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the «25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «30th » day of the «following» month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty» («30 ») days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019; General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«« Five percent (5%) of the amount due, plus an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been resolved, settled, or discharged.»

§ 5.1.7.2. Except as set forth in this Section 5.1.7.2, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7, but owner is not obligated to release retainage until final completion and the receipt of the consent of the Contractor's surety to said release. Owner may withhold two hundred percent (200%) of the amount required to complete the Work plus an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been resolved, settled, or discharged..

§ 5.2 Final Payment

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

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified,, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect, and;

.3 the Contractor has fully performed all obligations under the Contract Documents and complied with the closeout and final payment requirements of the Contract Documents, including but not limited to Section 9.10 of AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, and Contractor has fully complied with all obligations under this Agreement including but not limited to all closeout and final payment requirements, and as follows:

« »

§ 5.2.1.3 In addition to other required items, including but not limited to those required under Section 9.10 of the General Conditions, the final Application for Payment must follow the submission and approval of the following, all in form and substance satisfactory to the Owner and in compliance with applicable law:

1. permanent certificate(s) of occupancy or use issued by the appropriate governmental authority;
2. all maintenance and operating manuals;
3. marked sets of field drawings and specifications reflecting "as-built" conditions;
4. reproducible drawings reflecting the location of any concealed utilities, mechanical and electrical systems, and their components;
5. Assignments of all guarantees and warranties to the Contractor from Subcontractors, materialmen, vendors, or manufacturers, together with a list of their names, addresses, telephone numbers, and corresponding guarantees and warranties from each; and
6. all other information and materials required to comply with the requirements of the Contract documents or reasonable requested by the Owner, Architect, or Construction Management

§ 5.2.1.4 Compliance with the New York Law

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Notwithstanding Sections 5.1 and 5.2 above, all payments by the Owner to the Contractor will be made in accordance with Section 106-b(1)(a) of New York State General Municipal Law, or any successor statute governing payment by public owners to contractors on public work projects. The provisions of that section supersede, override, and replace anything in this Agreement or elsewhere in the Contract Documents that are or appear to be to the contrary, including but not limited to progress payments, retainage, substantial completion, reduction of retainage, reducing payments as a result of claims, liens, or judgments not suitably discharged, reducing payments for the value of incomplete work following substantial completion, and final completion. In addition, Contractor will make payments to its subcontractors and materialmen in accordance with Section 106-b(2) of New York State General Municipal Law, or any successor statute governing payment by contractors on public work projects to subcontractors and materialmen, which likewise supersede, override, and replace anything in this Agreement or elsewhere in the Contract Documents that are or appear to be to the contrary.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the New York Statutory Rate applicable to the obligations of School Districts.
(Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« The Owner's Superintendent of Schools or designee. »
« »
« »

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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§ 8.4 The Contractor's representative shall not be changed without ten days' prior written notice to the Owner and compliance with the applicable provisions of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as modified..

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Article 11 – Insurance and Bonds.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as modified, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions. The Contractor represents and warrants to the Owner (in addition to, and not in lieu of, any other representations and warranties in the Contract Documents or other liability imposed by law with respect to the Contractor's duties, obligations, and performance under this Agreement), which shall survive execution and delivery of this Agreement, any termination of this Agreement, and final completion of the Work, that:

- **.1** it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations under this Agreement;
- **.2** it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform all obligations under this Agreement;
- **.3** it is authorized to do business in the State of New York and is properly licensed by all governmental, public, and quasi-public authorities with jurisdiction over it, the Work, and the Project;
- **.4** its execution of and performance under this Agreement are within its duly authorized powers;
- **.5** its duly authorized representative visited the site of the Project, became familiar with the local and special conditions under which the Work will be performed, and correlated the observations during such visit(s) with the requirements of the Contract Documents; and
- **.6** it possesses the level of experience and expertise in administering, constructing, managing, and superintending projects of the size, complexity, and nature of this Project necessary to perform the Work with proper care, skill, and diligence.

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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.1 The documents listed in Article 1.

.2 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified.

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings: All Contract Document Drawings

Number	Title	Date

.6 Specifications: Specification Sections assigned to this Contract as Outlined in the Project Manual

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Documents: None

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

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A232® – 2019

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

for the following PROJECT:
(Name, and location or address)

« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »« »
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THE OWNER:
(Name, legal status, and address)

« »« »
« »

THE ARCHITECT:
(Name, legal status, and address)

« »« »
« »

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 1.1.16 MISCELLANEOUS DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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§1.1.16.12 Persistently fails. The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, that cause the Owner and/or the Owner's Authorized Representative to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in what they reasonably deem not to be in substantial compliance with the requirements of the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

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

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

.1 On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale Drawings.

.2 Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

§1.2.7 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters

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which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all conditions and the Contract Documents will not be permitted.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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§ 1.9 Disclaimer

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

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.2 Intentionally Omitted.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

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

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, as determined by the Architect, the Owner, or the Construction Manager, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

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

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor represents and warrants to the Owner that:

.1 Contractor is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other Projects in which Contractor is or may become involved;

.2 Contractor has carefully examined the Contract Documents and has visited and examined the site;

.3 from Contractor's investigation, Contractor has satisfied itself as to the nature and location of the proposed Work, general and local conditions, and all matters which may in any way affect the Work or its performance;

.4 Contractor fully understands the intent and purpose of the Contract Documents; and

.5 The Contractor acknowledges that the Owner is a school district which is subject to various laws and regulations of the State of New York. The Contractor will, in each phase of the Contract, in accordance with applicable standards, comply with applicable laws and regulations as they pertain to the bidding and construction of the Project, including, without limitation, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York.

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

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

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

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

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

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

.1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.

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

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bear upon the Contractor's performance of the Work.

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

§ 3.2.2.7 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify all existing conditions and measurements. Any differences, which may be found, between actual measurements and dimensions indicated on the Drawings shall be submitted to the Architect for resolution before proceeding with the Work. No extra compensation will be allowed for such discrepancies.

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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

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

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

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

§ 3.2.6.3 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction

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

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

§ 3.2.6.5 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information.

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

§ 3.3 Supervision and Construction Procedures

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

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

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

.1 The General Construction Contractor shall Furnish and erect all necessary batter boards, establish all lines and levels and connection therewith, and run all subsequent lines and levels as the work progresses in order to assure careful and accurate work true to the proper lines in accordance with the Contract Documents. Any batter boards, monuments, or marks of reference, which may for any reason become disturbed or destroyed, whether such displacement or destruction is caused by carelessness, accident, or by the elements, shall at all times, be promptly and accurately re-established by the General Construction Contractor.

.2 The General Construction Contractor shall establish finished floor elevations and finished grade lines for the building for all trades when requested to do so; and shall establish center lines of all interior partitions

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on floor forms before concrete is placed in order that Mechanical/Electrical Contractors will be able to place sleeves, etc., in proper locations.

.3 Each Contractor shall be required to establish centerlines, elevations and location of its Work when it is required for other Contractors to coordinate location of their work.

§ 3.3.1.3 The Contractor shall:

.1 Review all specified construction or installation procedures, including those recommended by manufacturers,

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

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

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

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

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

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

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

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

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

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

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§ 3.4 Labor and Materials

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

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

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

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

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

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

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

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

§ 3.4.6 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be Furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.

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

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

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

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

§ 3.4.1 0 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

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

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

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

.1 The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The Architect will be the sole judge of equivalence, and no substitution shall be ordered, installed or utilized without the Architect's review process having been completed and the product accepted by written notification.

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.2 Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitution.

.3 The Architect will record time required by the Architect and the Architect's Consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitution, Contractor shall reimburse the Owner for the charges of the Architect, and the Architect's Consultants for evaluating each proposed substitution.

§ 3.5 Warranty

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

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

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

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

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

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

§ 3.6 Exempt from Sales Tax.

§ 3.6.1 Owner represents that it is an organization operated for purposes that make it exempt from New York Sales and Compensating Use Tax pursuant to Section 1115(a) (15) of the tax law, as amended by laws of New York 1974, CH. 513 and 514. The Contractor is advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York, cities and counties on the purchase of all materials and supplies

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incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor or to supplies and materials which, even though they are consumed in the performance of the Contract, are not incorporated into the completed permanent work, and the Contractor and his or her subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner and Contractor and his or her subcontractors and material men shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

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

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

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. No adjustment in the Contract Time or Contract Sum will be permitted, however, in connection with a concealed or

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unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (1) prior inspections, test, and reviews, or (2) inspections, tests, and reviews the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 3.8 Allowances

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

§ 3.8.2

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

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

§ 3.9 Superintendent

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

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

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

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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

§ 3.10.5 Procedure and Schedule of Work:

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

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

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

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

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

§ 3.10.6 Project Scheduling

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

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

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

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

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

In the event that the Contractors do not create and/or agree on an integrated Project Schedule, the Contractors will abide by the Project schedule previously developed by the Architect and contained in the bid documents.

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

§ 3.10.7 Continuing Performance and Schedule Adjustments

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

.2 The Contractor shall not be entitled to additional compensation in connection with such extraordinary measures required by the Owner except when Work progress has been delayed by events such as labor strikes or natural catastrophes. The Owner reserves the right to withhold payments due under the Contract Documents until the Contractor submits a Project Schedule Recovery Plan including a daily work schedule to complete all Work in compliance with the Project Schedule. The Contractor shall be responsible for all costs of preparing and performing the Work identified in the Project Schedule Recovery Plan.

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Each submittal shall bear written confirmation that Contractor has satisfied Contractor's obligations under

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the Contract Documents with respect to Contractor's review and approval of the submittal. Reproducing Architect's construction drawing is not acceptable for shop drawing submittals.

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, indicate review and approval in writing, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. No extension of time will be granted to the Contractor because of failure to have Shop Drawings, product data, and samples submitted in ample time to allow for review by the Architect or their Consultants.

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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect

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on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

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

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

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

§ 3.13 Use of Site

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

§ 3.13.1.1 Use of Buildings and Site:

.1 Each Contractor shall cooperate with the Owner in making available for the Owner's use, areas of the completed or partially completed building(s) or site as provided for in Article 9, Section 9.9. The Owner shall have the right to take possession of and to use any completed or partially completed portions of the building or site even though the time of completing the entire Work or such portion of the Work may not have expired. Such use shall not constitute acceptance thereof. Such occupancy shall in no way abrogate any specified warranties or guaranties for materials, workmanship or operation of equipment pertaining to the occupied portions.

.2 Each Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, ventilating, cooling, water, lighting and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete such part of its Work as soon as possible to the extent that the necessary equipment can be put into operation and use.

.3 Mutually acceptable arrangements shall be made as to the warranties or guaranties affecting all Work

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associated therewith.

.4 Such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.

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

§ 3.14 Cutting and Patching

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

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

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

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

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

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

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

§ 3.15 Cleaning Up

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

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Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, and their respective directors, trustees, officers, employees consultants, interim administrators, authorized volunteers and committee members, students, teachers, auxiliary instructors, members of the Board of Education and agents (collectively "Indemnitees") of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, when such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself, and including loss of use), but only to the extent caused by the negligent acts or omissions, or other culpable conduct, 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 an Indemnitee.

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

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

a. the Work;
b. the performance or intended performance of the Work;
c. the performance or failure to perform the Contract;
d. the failure to complete the Work by the date set for Substantial Completion;
e. any occurrence which happens in or about the area where the Work is being performed by the Contractor, either directly or through a Subcontractor, or while any of Contractor's property, equipment or

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personnel is in or about such area; or

f. New York State Labor Law, Article 10, including without limitation sections 240, 241, 241-a and 241-b, thereof, as amended, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, insurance proceeds, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

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

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

.1 Contractor shall hold a valid current license to perform Work using the negative pressure system covered by the Natale Patent or provide and Indemnity Agreement as follows:

.2 Indemnity Agreement: Contractor and Contractor's surety agree to protect, indemnify and hold harmless the Owner, the Architect, and the Board of Education, Administration directors, officers, agents,

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employees, and assigns of the Architect from any and all claims, judgments, liabilities, expenses, attorney fees, court costs, or losses of any nature, resulting from claims of patent right infringement including but not limited to U.S. Patent Number 4,604,111, commonly known as the Natale Patent, arising out of the performance of Work on the Project.

(a) The provisions of this Indemnity Agreement shall protect the Indemnitees against all claims arising out of the subject matter or performance of this Contract and Contract Documents, including, without limitation, allegations or findings that the Indemnitees, or any of them, were guilty of negligence in the issuance of such Contract.

(b) The provisions of this Indemnity Agreement shall be in addition to and shall in no way delete any provisions, including warranty and indemnity provisions of the Agreement.

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

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

§ 4.2 Administration of the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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Contractor to any upward adjustment in the Contract Sum or the Contract Time.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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Uses.

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

§ 7.1.4 Unit Prices

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

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

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

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

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

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

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

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

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

§ 7.1.7.1 For Work done by the Contractor's own forces, mark-up for combined overhead and profit on materials and on cost of labor shall be as set forth in Section 7.5 hereof.

§ 7.1.7.2 For Work done by the subcontractors, mark-up of costs as defined Herein by subcontractors for combined overhead and profit on materials and on cost of labor shall be as set forth in Section 7.5 hereof.

§ 7.1.8 Material costs shall be as described in 7.3.4.

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

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

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§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

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

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

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

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

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance directly related to the work of the change, and other employee costs approved by the Construction Manager and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation directly related to the work of the change, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others directly related to the work of the change;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

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

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 OVERHEAD AND PROFIT

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

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

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

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

.1 Example: Total Subcontractor Amount= (L+M) + 10% O&P
.2 Example: Total Contractor Amount= Total Subcontract Amount+ 5% O&P

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

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

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

§ 8.2.1

TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion of the Contract or abandon the Work prior to Substantial Completion unless such delay is approved in advance in writing by the Owner, Owner may be damaged and the Contractor does hereby agree, as partial consideration for the awarding of this Contract, to pay to the Owner, as liquidated inconvenience and disruption damages and not as a penalty, the sum of One Thousand Dollars ($1,000.00) per day for each calendar day beyond five (5) days after the date specified Herein for Substantial Completion that the Contractor fails to achieve Substantial Completion for the Project or One Thousand Dollars ($1,000) per day for each calendar day after the date Contractor abandons the Work until actual Substantial Completion of the Work. Pursuit of liquidated inconvenience and disruption damages shall not exclude the pursuit of any other damages or remedy available to Owner, including but not limited to direct and/or consequential damages. Due to the impracticability and extreme difficulty of fixing and ascertaining the true cost of the disruption and public inconvenience resulting from the Contractor's failure to complete the Work on time, this amount is fixed and agreed upon by and between the Contractor and the Owner to be a reasonable estimate of the inconvenience damages incurred by students, teachers, taxpayers, and the public for inconvenience and disruption caused by the Contractor's continued presence on-site or in the case of abandonment the continued presence on-site of a replacement contractor, which are a portion of the damages which the Owner and the community may sustain. Liquidated inconvenience and disruption damages shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the Owner the amount of the difference. Liquidated inconvenience and disruption damages are in addition to any and all other damages incurred by the Owner as a result of the Contractor's failure to complete the Work within the time specified for Substantial Completion of the Contract,

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including but not limited to the expense of rental of space, the expense of transportation, and the fees and reimbursements to the Owner's Agents including, but not limited to, the Architect, the Construction Manager, and legal counsel for their services; and are cumulative and recoverable singularly or cumulatively by the Owner in addition to any liquidated inconvenience and disruption damages that may be recovered. Pursuit of liquidated inconvenience and disruption damages shall not exclude the pursuit of any other damages or remedy available to Owner, including but not limited to direct and/or consequential damages. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Owner would not have entered into this Contract without the inclusion of liquidated inconvenience and disruption damages as set forth in this subsection. If the provision imposing liquidated inconvenience and disruption damages is determined to be unenforceable under federal or New York State law, the following provision shall apply: TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND CONSTRUCTION OF THE WORK. Contractor shall be responsible for all direct and consequential damages to Owner, Architect, and Construction Manager arising from any delay of Contractor, its Subcontractors, or suppliers, in performing or completing the Work in accordance with the time requirements imposed by the Contract Documents. The indemnity provisions of this Agreement are applicable to such damages and to claims arising in respect thereto. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

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

.1 Project schedules and revisions thereof, given from time to time to Contractor;

.2 The time requirements for various portions of Work;

.3 The requirements of the Project including, but not limited to, coordination requirements as may from time to time be known to Contractor; and

.4 Schedules of the Work provided by Contractor to Architect upon the Owner's request.

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

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

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

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

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

.1 Additional premiums on wages actually paid, at rates that have been accepted by Architect;

.2 Taxes imposed by law on such additional wages; and

.3 Premiums for worker's compensation and liability insurance if required to be paid on such additional wages.

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

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

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

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

§ 8.3 Delays and Extensions of Time

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

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any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the causes set forth in this Section, and agrees that the sole right and remedy therefore shall be an extension of time not to exceed the duration of the time lost, provided the Contractor has met the pre-condition of a notice of claim to the Architect as set forth in this Section.

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

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

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

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

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

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

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

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

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

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

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments and withhold an amount necessary to satisfy any claims, liens, or judgements against the Contractor which have not been resolved, settled, or discharged.

§ 9.3.1.4 The Contractor shall supply with each of its applications for payment any information reasonably requested by the Architect, Owner, or Construction Manager, including but not limited to such as lien waivers for work performed to date by subcontractors and suppliers, and certified payroll information.

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

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

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

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

§ 9.3.5 The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Ten percent (110%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

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

§ 9.4 Certificates for Payment

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

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

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

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

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

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;

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.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

.8 failure to comply with applicable federal, state or local law or regulations, including but not limited to laws requiring the delivery of certified payrolls to the Owner.

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended

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use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

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

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

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

§ 9.9 Partial Occupancy or Use

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and

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the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) evidence of compliance with all applicable code requirements, and (7),)other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contractincluding but not limited to: AIA G706-1994, Contractor's Affidavit of Payment of Debts and Claims; AIA G706A-1994, Contractor's Affidavit of Release of Liens; AIA G707-1994, Consent of Surety to Final Payment; AIA Document G904-2022, Unconditional Waiver and Release on Final Payment; AIA Document G907-2022, Sworn Construction Statement; and additional lien waivers and releases from the Contractor and all subcontractors and materials suppliers as requested by Ownerr. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

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

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§ 9.11 Retainage

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss including but not limited to all infectious disease exposure precautions. The Contractor represents and warrants to the Owner that its services and compensation contemplate compliance with all of the Owner's applicable policies and procedures and all current and reasonably foreseeable federal, state, and local orders, regulations, and guidance related to limiting the spread of the COVID-19 virus, including but not limited to regulations and guidance from the NYS Education Department and the NYS Department of Health. Accordingly, the Contractor hereby waives any claim for an increase in compensation or a change to the Substantial Completion date due to said compliance.

§ 10.2.2.1 The Contractor acknowledges that certain applicable laws, including, but not limited to, Sections 240 and 241 of New York State Labor Law, may impose liability on the Owner for injuries to persons employed by the Contractor or by its Subcontractors or Sub-subcontractors. As between the Owner and the Contractor (or any of the Contractor's Subcontractors or Sub-subcontractors or any persons for which any of them shall be responsible), the Contractor shall be solely responsible for compliance with all such laws to the extent they pertain to the safety or protection of persons on the Project site or performing the Work. Any claim, charge, penalty or cause of action arising out of or on account of any such law shall be subject to Section 3.18.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4

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caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly replaced by the Contractor.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding seven (7) calendar days after discovery The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall promptly report in writing to the Owner, Architect, and Construction Manager, all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.10 The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect is usefulness, the Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements.

§ 10.2.11 The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities, or by its Subcontractors or Sub-subcontractors under this Agreement.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition. The Contractor shall take all reasonable precautions and measures to prevent any further contamination of the Project site or the Work by hazardous materials or substances it encounters and to prevent the further spread or disturbance of such materials or substances.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor,

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the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and one to which the Owner has no reasonable objection, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations;

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.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18;

.9 Where the Contract or Subcontract involves asbestos, the insurance required by Section 11.1 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time period and if there is a limitation, it will be at the Owner's discretion to accept or reject the limitation; and

.10 Insurance must remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.

.11 Contractor agrees to indemnify the Owner for all applicable deductibles and self-insurance retentions.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. All liability insurance shall be written on an occurrence basis with the Contractor's insurance as primary and the Owner's policies as excess and noncontributory. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 If there is a lapse in the Contractor's required insurance through cancellation, expiration, failure to renew, or any other cause, the Contractor shall stop performing Work until it is once again in compliance with this Article. The Contractor shall have no claim against the Owner and shall not be entitled to any adjustment in the Contract Time or the Contract Sum as a result of any resulting delays. At its sole option, the Owner shall be permitted to pay the amount of any premium due for a policy of insurance required to be maintained by the Contractor under the Contract Documents or take such other action as may be necessary to prevent a lapse of coverage under any such policy and deduct the amount paid by the Owner from any amounts to be paid or to become payable to Contractor under the Contract Documents.

§ 11.1.2.2 The Contractor shall include coverage for its Subcontractors in its liability insurance policies or submit evidence that each of its Subcontractors has obtained and is maintaining insurance coverage in the amount and of the types required of the Contractor by this Article before such Subcontractor commences any portion of the Work or enters onto the Project site. The Contractor shall not permit any Subcontractor to enter upon or continue the performance of the Work unless such Subcontractor maintains insurance coverage of the types and in the amounts described intis Article.

§ 11.1.3 Each certificate of insurance must describe the services to be provided by Contractor, be acceptable to the Owner, and shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work; and thereafter upon renewal or replacement of each required policy of insurance. The certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.1.3.1 Along with the submission of certificates of insurance, the Contractor shall include written disclosure of any prior and/or pending claims against the submitted policies. In addition, the Contractor shall immediately disclose to Owner in writing, any subsequent claims against the policies.

§ 11.1.3.2 A fully competed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 NY 2014/05) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form – additional details must be provided in writing.

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§ 11.1.4 Each Contractor shall maintain the following insurance for the duration of this Agreement and shall maintain Products and Completed Operations insurance coverage in effect for a period of two (2) years after Final Completion of the Work to be performed under the Contract Documents.

§ 11.1.4.1 Comprehensive General Liability Insurance naming the Owner, Architect and Construction Manager as an Additional Insured, containing an Additional Insured Endorsement, and a Waiver of Subrogation Endorsement. The additional insured coverage shall be primary and a non-contributory on a follow form basis to any of the Owner's, Architect's and Construction Manager's insurance policies and shall apply to both ongoing and completed operations on a per project and per location basis:

General Aggregate	$2,000,000
Products Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$300,000
Medical Expense	$10,000

Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the General Liability coverage form CG00010 1/96 in connection with work to be completed by the Contractor and all subcontractors and consultants, with the Owner, Architect and Construction Manager named as an Additional Insured. Coverage must be provided on a per project, per location basis.

All property damage insurance shall include coverage for explosion, collapse, and underground operations.

§ 11.1.4.2 Commercial Automobile Liability Insurance covering owned and rented vehicles operated by the Contractor with policy limits of not less than one million ($1,000,000) combined single limit and aggregate for bodily injury and property damage. Including Bodily Injury and Property Damage for the operation of Any Auto (Symbol 1) used in connection with Work to be completed by the Contractor and all subcontractors and consultants, with the Owner, Architect, and Construction Manager named as Additional Insureds and a Waiver of Subrogation Endorsement.

§ 11.1.4.3 The Umbrella Liability Insurance coverage shall provide additional limits of liability coverage over and above the General Liability and Automobile Liability coverages required by this Agreement on a follow-form basis with the Owner, Architect, and Construction Manager named as Additional Insureds and a Waiver of Subrogation Endorsement. Umbrella Liability Insurance:

Each Occurrence Limit	$5,000,000
Aggregate	$5,000,000

§ 11.1.4.4 Worker's Compensation Insurance covering the obligations of the Contractor in accordance with applicable law at statutory limits and Employer's Liability Insurance with a policy limit of not less than required by applicable law, covering all operations under this Agreement, whether performed by the Contractor, its subcontractors or consultants, containing a Blanket Waiver of Subrogation Endorsement.

§ 11.1.4.5 Owner's and Contractor's Protective Liability Insurance **with the Owner listed as the Named Insured**:

Each Occurrence	$1,000,000
Aggregate	$2,000,000

§ 11.1.4.6 Builder's Risk Insurance, the General Contractor shall provide property damage insurance on a builder's risk "all risk" or equivalent policy form in the amount of the initial contract sum plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis without optional deductibles. The form of the policy shall be Completed Value. The policy deductible must be no greater than $5,000 per occurrence.

§ 11.1.4.7 If required by the Contract Documents, Contractor shall provide Contractor's Pollution Liability Coverage

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and Asbestos Abatement Liability Coverage naming the Owner as an Additional Insured, in the amount of $2,000,000 for Each Occurrence, for a period of three (3) years following the acceptance by Owner of a Certificate of Substantial Completion. The Asbestos Abatement Liability Insurance shall specify any limitations on the completed operations time period, subject to the Owner's approval which may be withheld at the Owner's option. The Asbestos Abatement Liability Insurance shall indemnify the Owner and provide the Owner with a defense should there be an occurrence creating potential liability for the Owner. If the Asbestos Abatement Liability Coverage required herein is not available from an insurance carrier licensed to do business in the state of New York, Contractor must notify Owner in writing as soon as practical.

§ 11.1.4.8 The Contractor shall provide to the Owner for each of the insurance coverages required herein one original or one certified copy of the original policy of insurance, including all endorsements, plus one certificate of insurance on ACCORD Form 25S accompanied by AIA Form G715, with a brief description of the project or service. The policies and certificates shall show the Owner, the Architect, and the Construction Manager as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, and the Owner as the Named Insured on the Owner's Protective Liability Insurance policy. All such insurance shall be written without expense to the Owner by an insurance company authorized to provide insurance in the State of New York with an AM Best rating of A- or better, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Contractor, its subcontractors and consultants, and the Owner, the Architect and the Construction Manager from liability for claims for personal injury, death and property damage which may arise from performance under the Contract Documents.

§ 11.1.4.8.1 At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover the insured in the event of a claim.

§ 11.1.4.8.2 At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that the insurance: (1) applies to all operations of the Contractor in connection with the Work to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Contractor and the Owner has been executed; and (3) is written in accordance with the company's regular policies and endorsements.

§ 11.1.4.8.3 Each policy must provide the Owner thirty (30) days advance written notice prior to cancellation, a reduction in coverage, and/or non-renewal of the policy.

§ 11.1.4.8.4 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner and its bonding company, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Waiver of Subrogation

§ 11.2.1 The Contractor waives all rights against (1) Owner and any of its agents, and employees; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.2.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3 Owner's Insurance

§ 11.3.1 The Owner may purchase and maintain insurance in its discretion.

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§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor must furnish two (2) executed Surety bonds, each in the amount equal to one hundred (100%) percent of the Contract Sum.

§ 11.4.1.1 The Performance Bond shall be furnished as security for the faithful performance by the Contractor of all terms and conditions of the Contract Documents.

§ 11.4.1.2 The Payment Bond shall be furnished as security for the claims of laborers and materials suppliers.

§ 11.4.1.3 Both bonds shall be made out to the Owner, prepared on a modified AIA Form A312-2010 and submitted by the Contractor to the Owner within ten (10) days of notification of contract award with all signatures properly acknowledged by a notary and in strict compliance with applicable New York State law.

§ 11.4.1.3.1 <u>The Performance Bond shall contain the following modification in §16</u>:

Surety hereby waives notice of and consents to any addition, alteration, omission, change, extension of time, or other modification of the Construction Contract. Such addition, alteration, omission, change, extension of time, or other modification of the Construction Contract, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety from its obligations hereunder. Surety further agrees that it is obligated under this bond to any successor, grantee, or assignee of the Owner.

Surety agrees that in the event of a default by the Owner in the performance of the Owner's obligations to the Contractor under the Construction Contract, the Contractor or Surety shall provide written notice of default to the Owner and the Owner shall have thirty (30) days from receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of the default is such that it can't be cured within thirty (30) days.

Notwithstanding anything to the contrary contained in the Construction Contract between the Contractor and the Owner or herein, no meeting among Owner, Contractor, and Surety, or any combination thereof, is required as a pre-condition to Owner declaring Contractor in default or prior to Owner terminating the Construction Contract with Contractor. Any such requirements contained herein are waived by the Contractor and the Surety and are unenforceable against the Owner.

This Bond includes performance by the Contractor of any correction and/or warranty obligations contained in the Construction Contract, including such performance after the date of Substantial or Final Completion.

This Bond is given as a statutory bond or as required by the Construction Contract and section 13 applies without exception.

§ 11.4.1.3.2 <u>The Payment Bond shall contain the following modification in §18</u>:

Surety hereby waives notice of and consents to any addition, alteration, omission, change, extension of time, or other modification of the Construction Contract. Such addition, alteration, omission, change, extension of time, or other modification of the Construction Contract, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety from its obligations hereunder. Surety further agrees that it is obligated under this bond to any successor, grantee, or assignee of the Owner.

Surety agrees that in the event of a default by the Owner in the performance of the Owner's obligations to the Contractor under the Construction Contract, the Contractor or Surety shall provide written notice of default to the Owner and the Owner shall have thirty (30) days from receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of the default is such that it can't be cured within thirty (30) days.

This Bond is given as a statutory bond or as required by the Construction Contract and section 14 applies without exception.

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§ 11.4.1.4 The Surety thereon must be such Surety company or companies as are authorized and licensed to transact business in the State of New York and included on the Department of the Treasury's Listing of Approved Sureties with an underwriting limit of at least $2,000,000 or the amount of the bond, whichever is higher. Each bond must be properly signed with acknowledgment of the signatures. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. Every bond must display the Surety's Bond Number.

§ 11.4.1.5 All Bonds shall be maintained in full force for a period of twenty-four (24) months after the date of the Contractor's acceptance of final payment as guarantee that the Contractor will make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during the period.

§ 11.4.1.6 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under any bond issued in connection with the Work.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract or performance under the Contract Documents, the Contractor shall promptly furnish a copy of the bonds and hereby authorizes the Owner to furnish a copy of the bonds.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and may be deducted pursuant to a change directive.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1

The Contractor unconditionally warrants the Work and its performance to the Owner. The Contractor shall perform all warranty obligations and responsibilities with respect to the Work. The Contractor, at is sole expense, shall remedy defects due to improper and/or defective workmanship or materials appearing within one (1) year of Final Completion or for such longer period as may be set forth elsewhere in the Contract Documents (the "Correction Period"). Upon Substantial Completion of the Work, the Contractor shall submit to the Owner all written warranties and guaranties from Subcontractors, suppliers, and manufacturers. If a warrant or guaranty delivered to the Owner by a supplier, vendor, or manufacturer shall be available, the Owner will first diligently pursue remedies under such warranty or guaranty before pursuing any remedy against the Contractor pursuant to any such warranty or guaranty, and the Contractor shall fully cooperate with such efforts. The Contractor acknowledges that its obligations to the Owner under this Section are joint and several during the Correction Period with Subcontractors, suppliers, vendors, and manufacturers for all warranties and guaranties supplied with respect to the Work or any portion thereof. Any

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notice given to the Contractor by the Owner pertaining to any deficiency in the Work covered by a warranty or guaranty described in this Section shall toll the Correction Period until the deficiency has been corrected, and the Correction Period for all corrected Work shall recommence on the date of correction. The obligations of the Contractor pursuant to this Section shall continue notwithstanding the termination of the Contract or of the Contractor for any reason. The rights and remedies of the Owner pursuant to this Section are in addition to and not in lieu of any rights and remedies that may be available to the Owner under the Contract Documents, including but not limited to Section 2.4 of this Agreement, or applicable law. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and may be deducted pursuant to a change directive.

§ 12.2.2.1.1 Any replacement made under any guarantee required by or included in the Contract Documents, or within one (1) year after the date of substantial completion of the Contract, shall likewise be guaranteed as stipulated above from the date such replacement is accepted by the Owner.
§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.3.1 Upon request by the Owner and prior to expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. The obligations shall cover any repair and replacement to any part of the Work or other property caused by the defective Work.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the Correction period for correction of Work as described in Section 12.2.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall indemnify and save harmless the Owner and all its officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by its employee or agents.

§ 13.1.3 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of

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age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

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§ 13.1.4 The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in the New York State Supreme Court in the County where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole without written consent of the Owner. Any assignment or attempted assignment by the Contractor in violation of the provisions of this Section 13.2.1 shall be void and unenforceable and shall be deemed a material breach of this Agreement.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due in accordance with New York State Law.

§ 13.6 Any material to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials and the right is reserved to reject any material at any time before final acceptance of the work, when in the opinion of the Architect the materials and workmanship do not conform to the Specification requirements.

§ 13.7 General Provisions
§ 13.7.1 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, , and upon the failure of the Owner to cure the alleged grounds for termination within that seven day period, terminate the Contract and recover from the Owner payment for Work properly and acceptably executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 If, in the opinion of the Owner, the Contractor at any time refuses or fails to provide sufficient skilled workers or materials, timely prosecute the Work, is substantially behind schedule, fails to furnish the Owner with satisfactory assurance evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents, make payment to Subcontractors as required by the Contract, by the Contractor's contracts with such third parties, or by applicable law, or comply with any provisions of the Contract Documents, or makes any general assignment for the benefit of creditors, becomes insolvent, makes any filing in any proceeding in bankruptcy, has any involuntary proceeding in bankruptcy commenced for it, or disregards applicable laws, rules, and regulations or Project-specific instructions of the Owner, the Owner may, without prejudice to any other rights or remedies it may have: (a) take reasonable steps to remedy the condition, in which case the Contractor shall be liable to the Owner for the direct and indirect costs. The costs incurred by the Owner in connection with retaining a replacement contractor (on a contingency basis or otherwise) are in addition to any other costs incurred by Owner to

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remedy the condition (including, without limitation, reasonable legal fees and disbursements) incurred by the Owner in taking such steps; or (b) terminate the Contract. In either event, the Owner may enter the Project site, take possession of all Work and all materials and equipment of the Contractor, require the Contractor to assign to the Owner any or all of its subcontracts and contracts or purchase orders pertaining to the Project or the Work, and complete the Work by itself, through others, or by whatever method or methods the Owner may deem appropriate. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the Work is fully completed and accepted by the Owner. Any payment then made shall be limited to Work fully performed by the Contractor in accordance with the Contract Documents up to the date of termination, less any charges or other amounts owed by the Contractor to the Owner. If the amount paid by the Owner for completing the Work exceeds the unpaid balance of the Contract Sum, then the Contractor shall pay the Owner the difference within five (5) business days following demand therefor by the Owner. The Contractor shall, in addition, pay all of the Owner's costs of collection, including, without limitation, reasonable legal fees and disbursements. The Contractor's obligations hereunder shall survive the termination of the Contract for any reason.

§ 14.2.2 If the Owner is subsequently determined in any binding dispute resolution proceeding to have improperly or wrongfully exercised its rights under Section 14.2, the Agreement shall be deemed to have been terminated at the Owner's convenience and the Contractor shall be compensated accordingly.

§ 14.2.3 The Contractor hereby constitutes and appoints the Owner its true and lawful attorney in fact to execute and deliver all instruments and documents and take all such other actions on behalf of the Contractor as the Owner may deem necessary or convenient to the effectuation of the purposes and transactions described in this Article 14 from and after the Owner's termination of the Contract as permitted by this Article 14. Nothing in this Section 14.2.3 and no exercise or assertion by the Owner of any of the authority granted hereunder shall be deemed to relieve the Contractor of any liability or obligation to the Owner under the Contract Documents or otherwise.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason or no reason. This right may be exercised by the Owner in its complete discretion.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable pro rata portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's payment for all such Work shall be contingent on its performance of such Work in accordance with the Contract Documents as certified by the Architect

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and Construction Manager and the delivery of all required submittals related to the completed Work. Contractor shall be entitled to no other payment and waives any claim for damages.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract 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. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner may, but is not required to, refer a claim to the Construction Manager and or the Architect for their review and assistance.

§ 15.1.2 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, must be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor should have been aware of the condition giving rise to the Claim, whichever is later. The notice requirements set forth in this Agreement dealing with Claims and Disputes are in addition to and not a substitution or replacement of any and all notice requirements contained in applicable law.

§ 15.1.2.1 Claims by the Contractor must be made by written notice in accordance with the following procedures.

.1 The Contractor may submit a Claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in Section 15.1.2 and elsewhere;

.2 Failure by the Contractor to furnish the required Claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such Claim.

.3 Contractor shall furnish three (3) certified copies of the required Claim documentation, with a copy submitted to the Owner, Architect, and Construction Manager. The Claim documentation shall be complete when furnished. The evaluation of the Contractor's Claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished Claim documentation.

.4 Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:

a. general introduction;
b. general background discussion
c. issues
   i. index of issues (listed numerically);
   ii. for each issue:
      (1) background
      (2) chronology
      (3) Contractor's position (reason for Owner's potential liability)
      (4) supporting documentation of merit or entitlement
      (5) supporting documentation of damages
      (6) begin each issue on a new page
d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built), along with computer disks of all schedules related to the Claim;
e. productivity exhibits (if appropriate); and
f. summary of issues and damages.

.5 Supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, Shop Drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.

.6 Supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost

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records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's Claims.

.7 Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.2 Continuing Contract Performance

§ 15.1.3.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided Herein shall be given before proceeding to execute the Work Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. Claims for additional compensation relating to Contractor's non-compliance with its representations and warranties in this Contract will not be allowed.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Herein shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Claims for an extension of time relating to Contractor's non-compliance with its representations and warranties in this Contract will not be allowed.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential Damages. The Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to:

.1 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit ; and

.2 all consequential damages incurred by the Contractor as a result of Owner's termination in accordance with Article 14.

§ 15.2 Initial Decision

§ 15.2.1 Claims, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect at on the date of this Agreement. However, the American Arbitration Association will not be involved in the mediation unless the parties mutually agree. A request for mediation shall be made in writing, delivered to the other party to the Contract. The parties shall select a mutually acceptable mediator. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 15.4 Litigation

If for any reason the Claim or dispute is not resolved by the mediation or the parties fail to agree on mediation as a dispute resolution process, then the Claim or dispute shall be resolved in New York State Supreme Court in the County where the Project is located. The Owner shall be entitled to recover its reasonable attorney's fees and costs if it prevails in the litigation. The Owner and the Contractor consent to exclusive jurisdiction of the New York State Supreme Court with jurisdiction over the County in which the Project is located and waive any and all objections to the jurisdiction of such court.

§ 15.5 SAVING CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

ARTICLE 16 PROVISIONS REQUIRED BY LAW

§ 16.1 PROVISIONS DEEMED INSERTED

Each and every provision or obligation required by law and/or required to be inserted in the Contract shall be deemed to be inserted Herein and the Contract shall be read and enforced as though it were included Herein and in the event any such provision is not inserted or is not correctly inserted then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

§ 16.2 MINIMUM RATE OF WAGE AND SUPPLEMENT

§16.2.1 The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the New York State Department of Labor, Bureau of Public Works and any redetermination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated Herein by reference as of the effective date of redetermination and shall form a part of these Contract Documents.

§16.2.2 The minimum hourly supplement to be paid shall be in accordance with the prevailing practices in the locality where the work is located and shall be not less than that designated by the Industrial Commissioner. Supplements as defined in Section 220 of the Labor Law, as amended, means all remuneration for employees paid in any medium other than cash or reimbursements for expenses or any payments which are not wages within the meaning of the law, including, but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.

§16.2.3 Contractor, by entering into the Agreement, certifies that it and each of its subcontractors have completed the required New York State Public Work Contractor and Subcontractor Registry in accordance with the New York State Department of Labor requirements, as amended from time to time. Acceptable proof of registration is required as part of the Contractor's bid submission and the Contractor's failure to provide such proof shall be cause for termination of this Agreement for cause.

§16.2.4 The Contract shall be forfeited by a Contractor and he shall not be entitled to receive any sum of money for any work performed hereunder on his or her second conviction for willfully paying less than the stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, as amended, or the stipulated minimum hourly wage scale (including supplements) as provided in the Labor Law, Section 220-d, as amended.

§ 16.3 APPRENTICES

Where required by law apprentices must be registered, individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his or her work force on any job under the registered program. Any employee, who is not registered as above, shall be paid the prevailing wage rate for the classification of work he actually performed. The contractor or subcontractor will be required to furnish written evidence of the registration of his or her program and apprentices as well as of the appropriate ratios and wage rates

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for the area of construction, prior to using any apprentices on the contract work. (See Section 220.3-e).

§ 16.4 ASSIGNMENT OF PUBLIC CONTRACTS

As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of his or her right title, or interest therein, or his or her power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the Contract. If any Contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his or her right, title or interest therein, or his or her power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged form any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his or her assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his or her employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his or her creditors made pursuant to the laws of this state."

§ 16.5 FINGERPRINTING

Pursuant to the Safe Schools Against Violence in Education Act ("SAVE" legislation) and Part 87 of the Regulations of the Commissioner of Education, any individual who, as a result of their work on this capital project, will move (or migrate) in and out of student occupied areas for more than five (5) days a year, must be fingerprinted. All contractors shall be responsible for full compliance with the applicable fingerprinting provisions of New York's SAVE Legislation and Part 87 of the Regulations of the Commissioner of Education at their sole cost and expense.

DRAFT

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SECTION 00 72 15 – AFTON CENTRAL SCHOOL DISTRICT INSURANCE REQUIREMENTS

SUBCONTRACTOR AGREEMENT

Contactor: Afton CSD
29 Academy Street
P.O. Box 5
Afton, NY 13730

Subcontractor: _____

_____

_____

Project: AFTON CSD MAIN BUILDING
2024 CAPITAL PROJECT PHASE 2

Date:_____

The subcontractor shall provide and maintain the following insurance, with the following limits and coverages:

Indemnification and Hold Harmless Requirements

To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Owner, Afton Central School District, Architect, Architect's consultants, Landscape Architect, Landscape Architect's consultants, Construction Manager, Construction Manager's consultants and agents and employees of any of them from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission of the Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Subcontractor's obligation to indemnify Owner Afton Central School District, Architect, Architect's consultants, Landscape Architect, Landscape Architect's consultants, Construction Manager, Construction Manager's consultants and agents and employees of any of them for any judgment, mediation or arbitration award or settlement shall extend only to the percentage of negligence of Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims against Afton Central School District. or any of its agents or employees, employee of Subcontractor, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation and benefit acts or other employee benefit acts.

Insurance Requirements

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1) Commercial General Liability (CGL) with limits of Insurance of not less than $1,000,000 each occurrence and $2,000,000 Annual Aggregate.
    a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

    b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

    c) Owner and all other parties required by written contract, shall be included as additional insured on a **primary and non-contributing** basis on the CGL. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. **It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.**

    d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) Automobile Liability
    a) Business Auto Liability with limits of at least $1,000,000 each accident.
    b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

3) Commercial Umbrella
    a) Umbrella limits must be at least $5,000,000.
    b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
    c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4) Workers Compensation and Employers Liability
    a) Statutory Limits apply
    b) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy

5) Pollution Liability
    a) Limits must be at least $1,000,000 per Occurrence.

Waiver of Subrogation

Subcontractor waives all rights against Afton Central School District, and Architect and their agents, officers, directors and employees, Landscape Architect and their agents, officers, directors and employees, and Construction Manager and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Notice of Change or Cancellation

No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to Afton Central School District.

Certificate of Insurance

A Certificate of Insurance shall be provided to Afton Central School District before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. Additional insured to include Architect and their agents, officers, directors, employees and consultants, Landscape Architect and their agents, officers, directors, employees and consultants, and Construction Manager and their agents, officers, directors, employees and consultants.

Afton Central School District:

_____	_____	_____
Print Name of person signing	Signature	Date

Subcontractor:

_____	_____	_____
Print Name of person signing	Signature	Date

END OF SECTION 00 72 15

SECTION 00 82 00 – PREVAILING WAGE RATES

PART 1 – PREVAILING WAGE RATES

A. Prospective bidder shall note that the applicable prevailing wage rates, as determined by the New York State Bureau of Public Works Labor Department, are applicable for all phases of the work on this project.

B. The Prevailing Wage Rates attached are hereby made a part of this contract, in accordance with Section 220 of the Labor Law. All prospective bidders shall adhere to this documentation when preparing their bids.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Afton CSD

Drew Marcinkevich
102 Highland Ave
Clarks Summit PA 18411

Schedule Year 2026 through 2027
Date Requested 08/07/2026
PRC# 2026023712

Location Afton
Project ID#
Project Type Playground / Civil / Window replacement and Bus Garage Canopy

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2026 through June 2027. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) https://mpwr-public.labor.ny.gov/en/login.

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

Wages and Supplements

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

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

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

www.labor.ny.gov.

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Afton CSD

Drew Marcinkevich
102 Highland Ave
Clarks Summit PA 18411

Schedule Year 2026 through 2027
Date Requested 08/07/2026
PRC# 2026023712

Location Afton
Project ID#
Project Type Playground / Civil / Window replacement and Bus Garage Canopy

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : _____

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I):
Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-
landing.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518

Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4

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

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

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

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

Chenango County General Construction

Boilermaker — 08/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2026	01/01/2027 Additional
Boilermaker	$ 45.84	$ 2.50*

*To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 26.51 + $1.49*

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
(1/2) year terms at the following percentage of Journeyworker's wage per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 19.71 +1.49*	$ 19.71 +1.49*	$ 20.69 +1.49*	$ 21.64 +1.49*	$ 22.62 +1.49*	$ 23.60 +1.49*	$ 24.57 +1.49*	$ 25.53 +1.49*

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

1-197

Broadband — 08/01/2026

JOB DESCRIPTION Broadband **DISTRICT** 4

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

PARTIAL COUNTIES
Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

Per Hour:	07/01/2026	08/04/2026
Field Tech Install/Repair*	$ 52.85	$ 54.44

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmission lines. Please see LINEMAN rates.
*NOTE: Does not include the operation of equipment. Please see applicable OPERATING ENGINEER rates.
*NOTE: Does not include Groundmen/Flagger/Flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

SUPPLEMENTAL BENEFITS
Per Hour:

$ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
* Two and one half times the hourly rate after the 8th hour

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

4-CWA-Dist2

Carpenter - Building — 08/01/2026

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Chenango, Delaware, Otsego

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Carpenter	$ 36.74	$ 3.00*	$ 3.00*
Floor Coverer	36.74	3.00*	3.00*
Carpet Layer	36.74	3.00*	3.00*
Dry-Wall	36.74	3.00*	3.00*
Lather	36.74	3.00*	3.00*
Diver-Wet Day	61.74	3.00*	3.00*
Diver -Dry Day	37.74	3.00*	3.00*
Diver Tender	37.74	3.00*	3.00*

*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive $0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive $3.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT, AWS or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive their regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 10% of base wage per hour
3rd Shift - Premium of 15% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS
Per hour:

07/01/2026

Journeyworker $ 25.25

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 13.05	$ 13.05	$ 15.65	$ 15.65

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Driving/Dock Builder apprentices shall receive an additional $0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive $3.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT, AWS or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive their regular hourly rate plus $1.50 per hour.

2-277 CDO Bldg

Carpenter - Building / Heavy&Highway 08/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2026	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 39.69	$ 2.25*

*To be allocated at a later date.

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker $ 27.84

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

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour worked:

$ 19.08	$ 19.69	$ 21.86	$ 22.47

2-42AtSS

Carpenter - Heavy&Highway **08/01/2026**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour	07/01/2026	07/01/2027 Additional
Carpenter	$ 47.02	$ 3.24*
Piledriver	47.02	3.24*
Dockbuilder	47.02	3.24*
Diver-Wet Day	71.02	3.24*
Diver-Dry Day	48.02	3.24*
Diver-Tender	48.02	3.24*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.50 per foot
  - 101' to 150' additional $0.75 per foot
  - 151' to 200' additional $1.25 per foot
  - 201' and deeper additional $1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.75 per foot
  - 101' to 200' additional $1.00 per foot
  - Over 201' additional $1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional $4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.81

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CARPENTER/PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:
$ 19.05 $ 19.66 $ 21.78 $ 22.39

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

2-277HH-CHMOO

Electrician 08/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 6

ENTIRE COUNTIES
Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES
Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.
Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2026
Electrician	$ 54.00
Teledata	54.00
Cable Splicer	59.40

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):
- Additional $ 2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional $ 3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures. Also applies to working from mechanical lifts when used above 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 AM and 4:30 PM Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions apply:

1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (dayshift + 15%).
3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK
The following rates will apply on all contracting agency mandated multiple shifts of eight (8) hours for at least five (5) days duration which may have been worked. When two (2) shifts or three (3) shifts are worked:

1ST SHIFT	8:00 AM - 4:30 PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 35.58 plus 3% of hourly wage paid*

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

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
*NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE
NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour: Hourly terms at the following wage.

1st period (0-1000 hrs)	$ 21.60
2nd period (1001-2000)	24.30
3rd period (2001-3500)	27.00
4th period (3501-5000)	32.40
5th period (5001-6500)	37.80
6th Period (6501-8000)	43.20

SUPPLEMENTAL BENEFITS per hour:

1st period	$ 15.50*
2nd period	15.50*
3rd period	31.58*
4th period	32.38*
5th period	33.18*
6th period	33.98*

*NOTE: Plus 3% of hourly wage paid, straight time rate or premium time rate.

6-43

Electrician 08/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 2

ENTIRE COUNTIES
Broome

PARTIAL COUNTIES
Chenango: Entire County except the Townships of Columbus, New Berlin and Sherburne.
Delaware: Only the Townships of Davenport, Delhi, Deposit, Franklin, Hamden, Masonville, Meredith, Sidney, Tompkins and Walton Townships,and that portion of Colchester and Hancock Townships north of the east branch of the Delaware River.
Otsego: Only the Townships of Butternuts, Hartwick, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Westford.
Tioga: Only the Townships of Berkshire, Newark Valley, Owego, Richford and Tioga.

WAGES

Per hour:	07/01/2026	06/01/2027 Additional	06/01/2028 Additional
Electrician (base wage)	$ 44.36	$3.31*	$3.86*
Cable Splicer	50.43	3.81*	4.36*

*To be allocated at a later date.

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
Additional $ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.
Additional $ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

SHIFT WORK
When shift work is mandated in the job specifications or by the contracting agency, the following journeyworker hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours of 8:00AM and 4:30PM	$ 44.36
Between the hours of 4:30PM and 1:00AM	52.03
Between the hours of 12:30AM and 9:00AM	58.29

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 33.38 plus 3% of wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
*Double time after 8 hours on Saturday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *8, 16) on HOLIDAY PAGE
When a dated holiday falls on a Saturday it shall be celebrated on Friday. When a dated holiday falls on a Sunday, it shall be celebrated on Monday.
*Good Friday may be celebrated the following Monday by mutual agreement of Employer and Employees.

REGISTERED APPRENTICES
WAGES: Terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
0-2000 Hrs	2000-3500 Hrs	3500-5000 Hrs	5000-6500 Hrs	6500-8000 Hrs
46%	51%	59%	69%	79%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
Additional $ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.
Additional $ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 10.75 plus 3% of the hourly wage
2nd term	$ 28.72 plus 3% of the hourly wage
All other terms	$ 29.43 plus 3% of the hourly wage

2-325

Elevator Constructor — 08/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES
Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.
Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.
Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2026	01/01/2027
Mechanic	$ 60.99	$ 63.706
Mechanic Helper	42.69	44.594

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	$ 38.985*	39.535*

*NOTE: Add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
NOTE: When a holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor Mechanic wage.

0-6 months	6-12 months	2nd year	3rd year	4th year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the regular hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

Glazier — 08/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 5

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2026
Glazier	$ 33.00

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 34.15

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

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

REGISTERED APPRENTICES
1000 hour terms

Appr. 1st term	$ 21.00
Appr. 2nd term	22.00
Appr. 3rd term	23.00
Appr. 4th term	24.00
Appr. 5th term	25.00
Appr. 6th term	26.00
Appr. 7th term	27.00
Appr. 8th term	28.00

Supplemental Benefits per hour:

Appr. 1st term	$ 13.27
Appr. 2nd term	13.27
Appr. 3rd term	19.27
Appr. 4th term	19.27
Appr. 5th term	20.27
Appr. 6th term	20.27
Appr. 7th term	21.27
Appr. 8th term	21.27

5-677z3

Insulator - Heat & Frost — 08/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 7

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour:	07/01/2026	05/01/2027 Additional	05/01/2028 Additional	05/01/2029 Additional
ON MECHANICAL SYSTEMS ONLY:				
Asbestos Worker	$ 45.75	$ 4.50*	$ 4.75*	$ 6.25*
Insulation Installer	45.75	4.50*	4.75*	6.25*
Firestopping Worker	45.75	4.50*	4.75*	6.25*

* To be allocated at a later date.

SHIFT WORK
The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	$ 45.75
2nd Shift	52.61
3rd Shift	54.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 28.59

OVERTIME PAY
See (*B1, **K, P) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday.
**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2*,4,6,28) on HOLIDAY PAGE
*Triple time for Labor Day if worked.

REGISTERED APPRENTICES
WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

$ 24.24	$ 24.24	$ 28.59	$ 28.59

7-30-Syracuse

Ironworker — 08/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.
Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamelia, Rodman, Rutland, Theresa, Watertown and Worth.
Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.
Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.
Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES
Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour: 07/01/2026

Ironworker	$ 38.50

SHIFT WORK
Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	Regular wage rate
2nd Shift	Regular wage rate plus 10% - Starting times between 2 PM and 7 PM
3rd Shift	Regular wage rate plus 15% - Starting times between 7 PM and 12 AM

NOTE: When a single irregular shift is worked, with start times based on second or third shifts, add 10% to the 1st shift wage rate posted above.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 33.30

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Saturday shall be observed on the preceding Friday. Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
$ 21.50	$ 23.50	$ 25.50	$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	$ 13.28
2nd year	21.82
3rd year	23.04
4th year	24.26

6-60

Ironworker 08/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 7

ENTIRE COUNTIES
Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.
Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.
Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.
Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.
Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.
Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and the Village of Cooperstown.

WAGES
Per hour: 07/01/2026

Structural/Reinforcing	$ 37.00
Mach. Mover/Ornamental	37.00
Stone Derrickman	37.00
Chain Link Fence	37.00
Sheeter Ironworker	37.00
Pre-Engineered Building	37.00
Window Erector	37.00
Precast Erector	37.00
Welder	37.00

SHIFT WORK
Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	Regular wage rate	
2nd Shift	Regular wage rate plus 10% -	Starting times between 2 PM and 7 PM
3rd Shift	Regular wage rate plus 15% -	Starting times between 7 PM and 12 AM

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 34.14

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed the previous Friday.

REGISTERED APPRENTICES
WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	$ 14.44

1501-3000hrs	23.02
3001-4500hrs	24.24
4501-6000hrs	25.47

7-440

Laborer - Building 08/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 11

ENTIRE COUNTIES
Otsego

PARTIAL COUNTIES
Chenango: Only in the Townships of Columbus, Sherburne and New Berlin.

WAGES
Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, pavement breakers, jackhammers, demolition (that is customarily done by laborers), general labor.

Class 3: Jumping jack, excavation and back fill (when using hand or pneumatic tools), air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2026
Class 1	$ 44.30
Class 2	45.15
Class 3	45.60
Class 4	47.55

These rates will cover all work within five feet of the building foundation line

SHIFT WORK
Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 35.05
Shift	42.61

OVERTIME PAY
See (B, *E, E5, **Q) on OVERTIME PAGE
*For first 8 hours on Saturday
** When an employee is required to work on a Holiday that falls on a Monday through Friday, the employee shall be paid double the hourly rate and (1) hour benefits for every hour paid. When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
When a Holiday falls on a Saturday, Holiday shall be observed Friday. When a Holiday falls on a Sunday, Holiday shall be observed Monday.

REGISTERED APPRENTICES
(1000) hour terms at the following wages.

	07/01/2026
1st term	$ 30.60
2nd term	35.35
3rd term	40.05
4th term	44.75

Supplemental Benefits per hour:

All Terms Regular	$ 31.45
All Terms Shift Rate	38.08

11-17.BB

Laborer - Building 08/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock, and Colchester.

WAGES
Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggie, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2026
GROUP #1	$ 31.25
GROUP #2	32.25
GROUP #3	33.25
GROUP #4	33.25

IMPORTANT NOTES:
- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 20.20

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday, it shall be observed on the following Monday.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 15.85
2nd term	17.10
3rd term	17.98
4th term	18.85

2-785b

Laborer - Heavy&Highway 08/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

GROUP A: Drill Helper, Flagman, Outboard and Hand Boats.

GROUP B: Basic Rate, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2026	07/01/2027 Additional
GROUP A	$ 39.80	$ 4.20*
GROUP B	40.00	4.20*
GROUP C	40.20	4.20*
GROUP D	40.40	4.20*
GROUP E	45.00	4.20*

*To be allocated at a later date.

IMPORTANT NOTES:
- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full-face replaceable cartridge respirator for more than (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

SHIFT WORK
A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional $5.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 28.01

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:
All terms $ 28.01

2-785h

Laborer - Heavy&Highway **08/01/2026**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Otsego

PARTIAL COUNTIES
Chenango: Only the Townships of Columbus, Sherburne and New Berlin.

WAGES
CLASS 1: Flag person, gate person.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, retaining walls(drystack mortarless masonry), mortar mixer, laser men, guiderail/guardrail (except on bridges). *Micro paving and crack sealing.

CLASS 3: Asbestos, toxic, bioremediation and Phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screed man, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2026	06/01/2027
Class 1	$ 44.35	$46.35
Class 2	44.35	46.35
Class 3	48.20	50.35
Class 4	53.15	55.45

* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional $2.50 per hour over rate.

SHIFT WORK
SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 32.83	$34.13
Shift	38.69	40.21

OVERTIME PAY
See (B, E, P, *R, **S, ***T) on OVERTIME PAGE
*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.
**For Saturday Holidays or Saturday Holidays that are recognized on Friday , Double Benefits for all hours worked.
***For Sunday Holidays or Sunday Holidays that are recognized on Monday , Double Benefits for all hours worked.

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES
(1000) hour terms at the following wages.

	07/01/2026
1st term	$ 30.60
2nd term	35.35
3rd term	40.05
4th term	44.75

Supplemental Benefits per hour:

All Terms Regular	$ 31.45
All Terms Shift Rate	36.75

11-17.2H/H

Laborer - Tunnel — 08/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES
Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2026	07/01/2027 Additional
Group A	$ 42.98	$ 4.20*
Group B	43.18	4.20*
Group C	47.98	4.20*
Group D	47.98	4.20*

*To be allocated at a later date

IMPORTANT NOTES:
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

SHIFT WORK
A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional $5.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 28.01

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Friday.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Group B wage

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms $ 28.01

2-785T

Laborer - Tunnel 08/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 11

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

PARTIAL COUNTIES
Chenango: Townships of Columbus, Sherburne and New Berlin.
Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2026
Class 1	$ 60.30
Class 2	62.45
Class 4	68.85
Class 5	53.15

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

SUPPLEMENTAL BENEFITS
Per hour:

Benefit 1	$ 39.23
Benefit 2	55.66
Benefit 3	72.08

Benefit 1 applies to straight time hours, paid holidays not worked.
Benefit 2 applies to over 8 hours in a day (M-F) and Saturday hours worked.
Benefit 3 applies to Sunday and Holiday hours worked.

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

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

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

11-17/60/235/754Tun

Lineman Electrician — 08/01/2026

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

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

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

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

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

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	64.37	66.84	69.47
Welder, Cable Splicer	64.37	66.84	69.47
Group B:			
Digging Mach. Operator	$ 57.93	$ 60.16	$ 62.52
Group C:			
Tractor Trailer Driver	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	51.50	53.47	55.58
Equipment Mechanic	51.50	53.47	55.58
Group D:			
Flagger	$ 35.40	$ 36.76	$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:			
Lineman, Technician	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	64.37	66.84	69.47
Cable Splicer	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	$ 67.59	$ 70.18	$ 72.94
Group B:			
Digging Mach. Operator	$ 57.93	$ 60.16	$ 62.52
Group C:			
Tractor Trailer Driver	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	51.50	53.47	55.58
Equipment Mechanic	51.50	53.47	55.58
Group D:			
Flagger	$ 35.40	$ 36.76	$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all railroad catenary installation and maintenance, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:			
Lineman, Tech, Welder	$ 65.81	$ 68.34	$ 71.03
Crane, Crawler Backhoe	65.81	68.34	71.03
Cable Splicer	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	69.10	71.76	74.58
Group B:			
Digging Mach. Operator	$ 59.23	$ 61.51	$ 63.93
Group C:			
Tractor Trailer Driver	$ 55.94	$ 58.09	$ 60.38
Groundman, Truck Driver	52.65	54.67	56.82
Equipment Mechanic	52.65	54.67	56.82

Group D:			
Flagger	$ 36.20	$ 37.59	$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:			
Lineman, Tech, Welder	$ 67.10	$ 69.68	$ 72.43
Crane, Crawler Backhoe	67.10	69.68	72.43
Group B:			
Digging Mach. Operator	$ 60.39	$ 62.71	$ 65.19
Group C:			
Tractor Trailer Driver	$ 57.04	$ 59.23	$ 61.57
Groundman, Truck Driver	53.68	55.74	57.94
Equipment Mechanic	53.68	55.74	57.94
Group D:			
Flagger	$ 36.91	$ 38.32	$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK

The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

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

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a

Lineman Electrician - Teledata 08/01/2026

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

WAGES
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E,solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour:	07/01/2026	01/04/2027	01/03/2028	01/01/2029
Cable Splicer	$ 42.03	$ 43.30	$ 44.59	$ 45.93
Installer, Repairman	39.89	41.09	42.32	43.59
Teledata Lineman	39.89	41.09	42.32	43.59
Tech., Equip. Operator	39.89	41.09	42.32	43.59
Groundman/Flagger	21.14	21.78	22.43	23.10

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

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

SHIFT WORK
The following rates apply when the contracting agency mandates multiple shifts of at least five (5) days duration are worked. When two (2) or three (3) shifts are worked the following rates apply:

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

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 6.18 plus 4%*	$ 6.43 plus 5%*	$ 6.43 plus 6%*	$ 6.68 plus 7%*

*NOTE: The percentage (%) listed above is based on the hourly wage paid, straight time rate or premium time rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting 08/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

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

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 55.31	$ 57.40	$ 59.64
Crane, Crawler Backhoe	55.31	57.40	59.64
Certified Welder	58.08	60.27	62.62
Group B:			
Digging Machine	$ 49.78	$ 51.66	$ 53.68
Group C:			
Tractor Trailer Driver	$ 47.01	$ 48.79	$ 50.69
Groundman, Truck Driver	44.25	45.92	47.71
Equipment Mechanic	44.25	45.92	47.71
Group D:			
Flagger	$ 33.19	$ 34.44	$ 35.78

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

SHIFT WORK

The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

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

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE.
NOTE: Double time for all emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 08/01/2026

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

WAGES
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2026	01/01/2027	01/03/2027
Tree Trimmer	$ 34.67	$ 34.67	$ 36.23
Equipment Operator	30.67	30.67	32.05
Equipment Mechanic	30.67	30.67	32.05
Truck Driver	24.93	24.93	26.05
Groundman	20.53	20.53	21.45
Flagger	16.20	16.20*	16.93

* This rate may be subject to a minimum wage increase 01/01/2027.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 11.23*	$ 11.48*	$ 11.48*

*NOTE: Plus 4.5% of the hourly wage paid. The 4.5% is based on the straight time rate or the premium time rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building — 08/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Broome, Chenango, Delaware, Otsego, Tioga

WAGES

Per hour:	07/01/2026
Building:	
Bricklayer, Cement	$ 36.34
Mason, Plasterer, Stone	
Mason, Tuck Pointer	

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 31.26

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following rates:

1st	2nd	3rd	4th
$ 22.99	$ 28.44	$ 29.82	$ 32.71

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 24.52	$ 25.75	$ 28.84	$ 30.42

5-3B - Bing - Z2

Mason - Heavy&Highway — 08/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Cattaraugus: Enitre county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES
Per hour: 07/01/2026
Heavy & Highway:
Cement Mason $ 41.38
Bricklayer 41.38

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 27.03

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

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

REGISTERED APPRENTICES
Wages per hour:

1500 hour terms at the following percentage of Journeyworker's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	$ 15.78
2nd term	$ 25.07
3rd term	$ 25.56
4th term	$ 26.05

5-3h

Mason - Tile Finisher — 08/01/2026

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Allegany: Towns of Alfred, Almond, Andover and Burns in Allegany County

WAGES

Wages Per hour:	07/01/2026
Building:	
Marble, Slate, Terrazzo and Tile Finisher	$ 35.00

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 24.47

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd
$ 21.00	$ 24.50	$ 28.00

Supplemental benefits per hour:

1st	2nd	3rd
$ 15.69	$ 16.39	$ 21.13

5-3TF - Z4

Mason - Tile Setter — 08/01/2026

JOB DESCRIPTION Mason - Tile Setter **DISTRICT** 5

ENTIRE COUNTIES
Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages Per Hour:	07/01/2026
Building:	
Marble, Slate, Terrazzo and Tile Setter	$ 36.69

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.56

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th

$ 22.01	$ 25.68	$ 29.35	$ 33.02

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 16.49	$ 17.31	$ 26.90	$ 27.73

5-3TS - Z4

Millwright 08/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 6

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

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Millwright - Power Generation	$ 50.00	$ 3.00*	$ 3.00*

* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $ 1.75 per hour provided they are directed to weld.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $ 1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $ 2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $ 1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 28.45*

*NOTE: Subject to OT premium

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.96

Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright 08/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES
Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Building	$ 44.00	$ 3.50*	$ 3.50*
Heavy & Highway	47.50	3.50*	3.50*

*To be allocated at a later date.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to weld.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.25

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to weld.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS per hour:

Apprentices:

1st term	$ 11.96
2nd term	23.36
3rd term	24.99
4th term	26.62

Operating Engineer - Building 08/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chenango, Tioga

WAGES
NOTE:
-- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
-- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1**: All cranes that require A NYS crane license, tower cranes***(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:
Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

CLASS B:
Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

CLASS C:
Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

	07/01/2026	07/01/2027	07/01/2028	07/01/2029
Building		Additional	Additional	Additional
Class A1**	$ 57.45	$ 5.03*	$ 5.62*	$ 5.61*
Class A	$ 53.01	5.00*	5.60*	6.10*
Class B	$ 52.42	4.87*	5.45*	5.95*
Class C	$ 49.96	4.72*	5.32*	5.79*

(*) To be allocated at a later date

Additional $2.50 per hr over B rate for Nuclear Leader work.
Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(**)TONNAGE RATING PREMIUMS:
Note: Additional value subject to same premiums as shown for OT
All cranes 1000 tons and over, A1 rate plus $7.00
All cranes 800-999 tons, A1 rate plus $6.00
All cranes 600-799 tons, A1 rate plus $5.00
All cranes 400-599 tons, A1 rate plus $4.00
All cranes 200-399 tons, A1 rate plus $3.00
All cranes 111-199 tons, A1 rate plus $2.25
All cranes 110 tons and under, A1 rate only

(***)Tower Cranes - A1 rate plus $ 0.50 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus $ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus $ 5.00
- NOTE: These premiums are in addition to the tonnage premiums if over 400 tons.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 34.30

OVERTIME PAY
See (B, E, *Q) on OVERTIME PAGE
*If a designated holiday is worked, employee shall receive 8 hours of straight time pay in addition to the double time rate for all hours worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B:

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms	$ 29.70

1-158 BCT

Operating Engineer - Heavy&Highway — 08/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
NOTE:
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1**: All Cranes that require a NYS Crane License (Boom Truck, Cableway, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self-erecting)***, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bull Dozer being operated with active GPS; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Jetting Plow; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wirtgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Log Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders (if employer requires another man to clean the screen or to maintain the equipment, they shall be an Oiler); Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

NOTE: Effective 07/01/27 Prentice Loader will move to CLASS A.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors****; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors****; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Forklift; Form Tamper; Generators****; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters****; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants****; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps****; Revinius Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar) including all attachments; Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines****; Well Point.

****CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional	07/01/2029 Additional
CLASS A1**	$ 63.56	$ 4.29*	$ 4.42*	$ 4.56*
CLASS A	59.81	3.54*	3.67*	3.81*
CLASS B	58.90	3.54*	3.67*	3.81*
CLASS C	56.33	3.54*	3.67*	3.81*

* To be allocated at a later date.

(**) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity- A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(***) Tower Cranes - A1 rate plus $ 3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus $ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus $ 5.00

Additional $ 2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional $ 2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker $ 34.60

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time).

REGISTERED APPRENTICES
WAGES per hour: Hourly terms at the following percentage of Journeyworker's CLASS B wage.

0-1000 hrs	60%
1001-2000 hrs	70%
2001-3000 hrs	80%
3001-4100 hrs	90%

An additional $ 2.50 per hour is required when an apprentice performs hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour:

All Terms $29.20

1-158H/H Alb

Operating Engineer - Survey Crew 08/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

WAGES
These rates apply to Building, Tunnel, and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party and/or works independently.
Surveyor - One who operates the surveying instruments for measurements.
Survey Assistant - One who assists the Party Chief or Surveyor.

	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Party Chief	$ 56.64	$ 5.50*	$ 5.50*
Surveyor	52.74	$ 4.50*	$ 4.50*
Surveyor Assistant	36.00	$ 3.50*	$ 3.50*

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Party Chief	$ 32.45
Surveyor	$ 32.45
Survey Assistant	$ 20.60

OVERTIME PAY
See (B, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

0-1000	1001-2000	2001-3000
60%	70%	80%

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $ 22.65

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 08/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party and/or works independently
Surveyor - One who operates the surveying instruments for measurements
Survey Assistant - One who assists the Party Chief or Surveyor.

	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Party Chief	$ 56.64	$ 5.50*	$ 5.50*
Surveyor	52.74	$ 4.50*	$ 4.50*
Survey Assistant	36.00	$ 3.50*	$ 3.50*

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Party Chief	$ 32.45
Surveyor	$ 32.45
Survey Assistant	$ 20.60

OVERTIME PAY
See (B, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

0-1000	1001-2000	2001-3000
60%	70%	80%

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $22.65

12-158-545 DCE

Operating Engineer - Tunnel — 08/01/2026

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors (any size, but subject to other provisions for compressors); Dust Collectors; Generators; Pumps; Welding Machines; Light Plants (4 or any type combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors (any size, but subject to other provisions for compressors); Dust Collectors; Generators; Pumps; Welding Machines; Light Plants (3 or less or any type or combination); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional	07/01/2029 Additional
CLASS A	$ 60.95	$ 3.54*	$ 3.67*	$ 3.81*
CLASS B	59.73	3.54*	3.67*	3.81*
CLASS C	56.94	3.54*	3.67*	3.81*
CLASS D	53.93	3.54*	3.67*	3.81*

* To be allocated at a later date.

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:
Crane 1: All Tower cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	$ 64.95
Crane 2	63.95
Crane 3	62.95

SUPPLEMENTAL BENEFITS

Per hour:

$ 26.05
+ 10.85*

* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES per hour: Hourly terms at the following percentage of Journeyworker's CLASS B wage.

1st term: (0-1000 hrs) 60%
2nd term: (1001-2000 hrs) 65%
3rd term: (2001-3000 hrs) 70%
4th term: (3001-4100 hrs) 75%

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker.

7-158-832TL.

Painter — 08/01/2026

JOB DESCRIPTION Painter **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chenango, Tioga

WAGES
Per hour:

	07/01/2026
Painter	$ 29.12
Taper, Paperhangers, and Vinyl hangers	30.58

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional $ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional $ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional $ 1.00 per hour for Spray Painting
- Additional $ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional $ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional $ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 25.91

OVERTIME PAY
See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES
WAGES:

Painter: 750 hour terms at the Painter Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 18.00	$ 19.00	$ 20.00	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00

Taper: 750 hour terms at the following Journeyworker Taper Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)

- Additional $ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional $ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional $ 1.00 per hour for Spray Painting
- Additional $ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional $ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional $ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour:
Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 6.00	$ 7.00	$ 8.00	$ 9.10	$ 11.00	$ 11.00	$ 13.00	$ 14.00

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
$ 6.00	$ 7.00	$ 8.00	$ 10.00	$ 13.00	$ 14.00

2-178 B

Painter 08/01/2026

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES
Per hour: 07/01/2026

Bridge	$ 47.39
Tunnel	47.39
Tank*	45.39

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

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK
Note an additional $1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour:
$ 32.81

OVERTIME PAY
Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 24.00	$ 26.00	$ 28.00	$ 30.00	$ 34.00	$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
$ 6.60	$ 6.95	$ 7.30	$ 7.65	$ 8.00	$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher 08/01/2026

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

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

WAGES

	07/01/2026
Metal Polisher	$ 41.33
Metal Polisher*	42.43
Metal Polisher**	45.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:
All classifications $ 13.99

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

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

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2026
1st year	$ 20.67
2nd year	22.73
3rd year	24.80
1st year*	$ 21.06
2nd year*	23.17
3rd year*	25.34
1st year**	$ 23.17
2nd year**	25.23
3rd year**	27.30

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 9.19
2nd year	9.19
3rd year	9.19

8-8A/28A-MP

Plumber 08/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chenango

PARTIAL COUNTIES
Cortland: Only the Township of Marathon.
Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Tompkins and Walton.
Madison: Only the Township of Georgetown.
Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otego, Pittsfield, Unadilla, Westford and Worchester.
Tioga: Only the Townships of Newark Valley and Owego.

WAGES

Per hour:	07/01/2026
Plumber	$ 46.91
Steamfitter	46.91

SHIFT WORK

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).

2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.

3. 3 consecutive work days or more:
First Shift - No Premium (Starting 6AM-9AM)
Second Shift - Regular hourly rate plus 12%
Third Shift - Regular hourly rate plus 18%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 16.00
	+18.81*

*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over $100 million in total construction costs (including engineering & architecture).

OVERTIME PAY

See (B, E, Q, *V) on OVERTIME PAGE
*portion of supplemental benefits subject to V code when project cost is over $100 million (including engineering & architecture).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a Holiday falls on Sunday, it will be celebrated the following day. If the holiday falls on a Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: One year terms at the following percentage of Journeyworker's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 16.00
	+9.42*
All other terms	$ 16.00
	+14.81*

*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over $100 million in total construction costs (including engineering & architecture).

2-112s-SF

Roofer — 08/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 2

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2026	06/01/2027 Additional	06/01/2028 Additional
Roofer, Waterproofer	$ 31.79	$ 3.50**	$ 4.00**
	+ 1.06*		

*This amount is paid for all hours worked, whether regular or premium hours.
**To be allocated at a later date.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):
- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:00 AM will be paid an additional $1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of $1.25 per hour will be paid for the application, rip-off, torching, or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of $1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 24.99

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

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

REGISTERED APPRENTICES
Wages:
Indentured prior to 06/01/2026:

Hours per term	
0-667 Hrs.	$ 22.25 + 0.74*
668-1334 Hrs.	23.84 + 0.79*
1335-2001 Hrs.	25.43 + 0.85*
2002-2668 Hrs.	27.02 + 0.90*
2669-3335 Hrs.	28.61 + 0.95*
3336-4000 Hrs.	30.20 + 1.01*

Indentured on or after 06/01/2026:

Hours per term	
0-600 Hrs.	$ 25.43 + 0.85*
601-1200 Hrs.	26.23 + 0.87*
1201-1800 Hrs.	27.02 + 0.90*
1801-2400 Hrs.	27.82 + 0.93*
2401-3000 Hrs.	28.61 + 0.95*
3001-3600 Hrs.	29.41 + 0.98*
3601-4200 Hrs.	30.20 + 1.01*
4201-4800 Hrs.	31.00 + 1.03*

*This amount is paid for all hours worked, whether regular or premium hours.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):
- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional $1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of $1.25 per hour will be paid for the application, rip-off, torching, or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of $1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

Supplemental Benefits:
Indentured prior to 06/01/2026:

Hours per term	
0-667 Hrs.	$ 20.93
668-1334 Hrs.	21.60
1335-2001 Hrs.	22.29
2002-2668 Hrs.	22.96
2669-3335 Hrs.	23.63
3336-4000 Hrs.	24.32

Indentured on or after 06/01/2026:

Hours per term	
0-600 Hrs.	$ 11.45
601-1200 Hrs.	11.45
1201-1800 Hrs.	19.50
1801-2400 Hrs.	23.30
2401-3000 Hrs.	23.63
3001-3600 Hrs.	23.97
3601-4200 Hrs.	24.32

4201-4800 Hrs. 24.65

2-203elmi

Sheetmetal Worker — 08/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2026	05/01/2027 Additional
Sheetmetal Worker:		
**(under $ 10 million)	$ 40.54	$ 3.25*
**(over $ 10 million)	$ 46.54	3.25*

* To be allocated at a later date.
**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 23.81

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of the Journeyworker's wage.

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
$ 15.36	$ 15.90	$ 16.99	$ 18.63	$ 19.72

6-58

Sprinkler Fitter — 08/01/2026

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES
Per hour

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
Sprinkler Fitter	$ 47.91	$ 47.91	$ 50.76	$ 50.76

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 30.71	$ 31.71	$ 31.71	$ 32.71

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

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

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

REGISTERED APPRENTICES

One Half Year terms at the following wage per hour:

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
1st Term	$ 24.50	$ 24.50	$ 25.73	$ 25.73
2nd Term	27.35	27.35	28.72	28.72
3rd Term	29.63	29.63	31.11	31.11
4th Term	31.91	31.91	33.50	33.50
5th Term	33.62	33.62	35.30	35.30
6th Term	36.47	36.47	38.29	38.29
7th Term	38.75	38.75	40.68	40.68
8th Term	41.03	41.03	43.08	43.08
9th Term	43.30	43.30	45.47	45.47
10th Term	45.58	45.58	47.86	47.86
Supplemental Benefits per hour:				
1st & 2nd Term	$ 10.23	$ 11.23	$ 11.23	$ 12.23
3rd & 4th Term	22.79	23.79	23.79	24.79
All Other Terms	23.04	24.04	24.04	25.04

1-669

Teamster - Building — 08/01/2026

JOB DESCRIPTION Teamster - Building **DISTRICT** 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Burns.
Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Boylston, Redfield and Sandy Creek.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.
Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.
Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES

GROUP A: Straight Trucks.
GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.
GROUP C: Euclid.
GROUP D: On site Mechanic.

Per hour:	07/01/2026	07/01/2027	07/01/2028
Building: (under $ 5 million*)			
GROUP A, B, C, D	$ 38.65	$ 42.31	$ 47.91
Building: (over $ 5 million*)			
GROUP A, B	$ 39.70	$ 43.36	$ 48.96
GROUP C	40.05	43.71	49.31
GROUP D	39.85	43.51	49.11

* Total project cost including General Construction, Plumbing, HVAC and Electrical

NOTE: All work performed at nuclear power plants, and fuel trucks that require a hazardous materials license, shall receive a $ 5.00 per hour premium above the applicable wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

(under $ 5 million*)	$ 33.16	$ 35.51	$35.92
(over $ 5 million*)	33.96	36.31	36.73

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

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

6-317

Teamster - Building 08/01/2026

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Hamilton, Herkimer, Oneida

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2026
Group A	$ 34.65
Group B	34.95

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 29.56

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway 08/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Delaware

PARTIAL COUNTIES
Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Worchester.
Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

WAGES
Per hour:

GROUP #1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic.

GROUP #2: Specialized Earth Moving Equipment-Euclid type or similar off-highway where not self-loading. Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

GROUP #3: Fuel Truck that requires a HazMat license endorsement.

Group #1	$ 39.98	$ 43.64
Group #2	40.07	43.73
Group #3	44.98	48.64

NOTES
- An additional $1.50 per hour shall be paid to an employee who performs hazardous waste removal work on a City, County, State and/or Federally designated waste site where employee is required to use or wear personal protective equipment.

SHIFT WORK
- A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional $5.00 per hour (applicable on projects bid on or after 07/01/2020).

SUPPLEMENTAL BENEFITS
Per hour paid:

	$ 28.85	$ 29.69

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If a holiday falls on Sunday, it will be celebrated Monday.
Any employee laid off within the week in which a holiday falls shall receive holiday pay.

2-317(Bing)

Teamster - Heavy&Highway 08/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Note: Water Tank, Sprinkler Truck and Winch Trucks shall be governed by the appropriate group according to axle (i.e single axle, three axle, Euclid or semi).

WAGES per hour	07/01/2026	07/01/2027
Group #1	$ 43.79	$45.79
Group #2	43.85	45.85
Group #3	43.94	45.95
Group #4	44.09	46.10
Group #5	44.26	46.28

NOTE: Additional $1.00 per hour for Hazardous waste projects that require a Level C or greater protection.

SHIFT WORK
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $2.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

$ 30.77	$ 31.64
+ 1.00*	+ 1.00*

(*)This portion of the supplemental benefit is not applicable to paid holidays, only payable on all hours worked.

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If a holiday falls on Sunday, it will be celebrated on Monday. If a holiday falls on Saturday, it will be celebrated Saturday. An employee must work the scheduled working day before and after a holiday to receive holiday pay.

1-294h/h

Welder **08/01/2026**

JOB DESCRIPTION Welder **DISTRICT** 1

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

WAGES
Per hour 07/01/2026

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

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

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

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

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

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

Telephone Fax

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

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

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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

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

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

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

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

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

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 07/31/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028

DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028

DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026

DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SECTION 01 01 50 - SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 OBSERVANCE OF LAWS

A. Contractor at all times shall observe and comply with all Federal, State, and local laws, by-laws, ordinances, codes and regulations, in any manner affecting the conduct of work or applying to any employees on the Project, as well as all orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted during the progress of work by any legal bodies or tribunals having authority or jurisdiction over work, materials, employees, or Contract.

1.2 PERMITS, TESTS AND INSPECTIONS

A. The Owner will pay for all permits related to the work. The Contractor shall give requisite notices, obtain, and pay for all deposits and fees necessary for installation, tests, and inspection of work provided under this specification except for Owner provided testing services described in Section 01 40 00 (Quality Requirements). Provide testing as required by regulations of local and/or state authorities.

B. Refer to Section 01 40 00 - Quality Requirements.

1.3 REGULATIONS GOVERNING ASBESTOS

A. The Owner has reported that they have detected asbestos containing materials in the building, if disturbed, they can become a hazard.

B. If any site material appears to possibly contain asbestos or other contaminants such as, chromium arsenate, lead, PCB's, etc. Contractor shall:

1. Immediately notify Construction Manager who will notify Owner.
2. Cease work and remove all personnel from affected area.
3. Take measures to seal off affected areas.
4. Await instructions from Owner or their authorized representative.
5. Cooperate with any consultant, testing lab, or abatement contractor the Owner may retain.

C. Should asbestos material be encountered on the job, Contractor shall comply with all statues and regulations of State of New York and rules and regulations of the United States Environmental Protection Agency (EPA) as they pertain to emission of asbestos into air during construction and demolition work and disposal of material containing asbestos. Particular attention is drawn to latest edition of the Code of Federal Regulation, Title 40, Part 61, Section 112 of Clean Air Act and NYS Labor Law 202h, High-Voltage Proximity Act.

D. Contractor shall comply fully with regulations of OSHA for protection of workers exposed to emission of asbestos fiber and shall protect employees, as well as other people engaged in work, from exposure to asbestos fibers resulting from this work.

1.4 DEFINITIONS

A. Where used in Plans and Specifications the following words and corresponding definitions apply:

1. Provide - Contractor shall supply, install, start-up, and maintain until final acceptance.
2. New or Proposed - Work occurring as part of this Project, usually employed on drawing to distinguish from existing work. Work shown on drawings shall be new unless specifically identified as existing.
3. Exist - Existing work.
4. Shown - Shown on Plans.
5. Specified - Specified on Technical Specifications.

B. "Contractor", when used in this specification or on drawings, refers to Contractor responsible for work described under these complete specifications.

C. "Subcontractor", any reference or letting of work to subcontractors or manufacturers in these specifications, or on drawings, does not relieve Contractor of responsibility for work, materials, and equipment under this Contract.

PART 2 - PRODUCTS

2.1 NEW PRODUCTS, SINGLE MANUFACTURER

A. Equipment, materials, and products furnished shall be new unless specifically shown in the contract documents to be reused. Materials shall be new and of best quality of their respective kinds. Completed work shall be accepted in undamaged condition only. Where equipment, materials, and products are used for the same purpose, they shall be provided by same manufacturer.

2.2 QUALITY ASSURANCE

A. All equipment, materials and products shall conform to applicable ANSI, ASA, NFPA, UL, AGA and/or ARI standard. Electrical equipment shall be UL or ETL Listed.

2.3 WARRANTY

A. Provide one (1) year manufacturer's warranty on equipment, materials, and products. Where shown or specified, provide manufacturer's extended warranty.

2.4 DELIVERY, STORAGE, AND PROTECTION

A. Materials shall be delivered to site in original, unopened labeled containers.

B. All materials shall be stored in clean, dry areas.

C. Materials shall be properly protected from weather, damage, and theft. Contractor shall be responsible for proper care and protection of materials, equipment, etc., on site.

PART 3 - EXECUTION

3.1 QUALITY OF WORK

A. Work shall be neat, orderly, and executed in accordance with recognized standards of workmanship. If, in judgment of Architect, workmanship is not acceptable, work in question is to be removed and reinstalled at no additional cost in manner satisfactory to the Architect.

B. Furnish at site during construction a competent and experienced superintendent. He/she shall have complete charge of the field work of the Contract. He/she shall be authorized to act for Contractor in his/her absence and; represent Contractor with the Construction Manager, Architect or Owner. The Project superintendent shall not be changed during project except for single day occurrences for personal needs. It is essential that same superintendent be provided for the duration of the project to maintain continuity on job site.

C. The project superintendent shall be present at site whenever any Contractor or subcontractor employees are working on site. In the event of a temporary absence of the project superintendent, the Prime Contractor shall designate a substitute superintendent and advise the Construction Manager, Owner and Architect of the designated individual's name. The substitute superintendent shall have been working on site for a minimum of five (5) working days prior to being designated acting superintendent and shall be designated at least two (2) working days prior to becoming acting superintendent.

D. Personnel employed by or subcontracted by Contractor shall at all times be suitably clothed and shall conduct themselves in professional manner. Shirts shall be worn at all times. Any employee found to have been making gestures or harassing remarks to staff; students or general public shall be disciplined by Contractor and removed from site.

E. No radios or other portable sound equipment to be played on site.

3.2 PROTECTION

A. Provide adequate protection of work, workmen, General Public and private property.

B. Use all means and precautions necessary to ensure on-site safety during construction. OSHA construction requirements covering project of this type shall be required of Contractor.

C. Fencing and security measures must be implemented before work starts. Only metal fencing described below shall be used.

D. Use means and precautions necessary to insure safety of occupants of buildings during construction. Occupied portions of buildings shall have a minimum of two (2) exits available at all times.

3.3 BARRIERS

A. Contractor shall furnish, erect, and maintain barricades, fences, railings, enclosures, guard lights, danger signals, warnings, cribbing, shoring, and other such precautions necessary to protect excavations, trenches, installations and structures in area of work to ensure safety of public and to avoid damage or injury to any and persons and property. Warning lights shall be of blinker type, battery or electrically operated. Open flame type warning torches are not permitted.

1. Warning lights shall be placed at all excavations in locations that adequately protect public.
2. Contractor is solely responsible for safety on project site.
3. Fence and security measures shall be implemented before work starts.

B. Maintain existing perimeter chain link construction fence around contract limits of Project as specified in Section 01 50 00.

C. Where sidewalks and road crossings are made, maintain minimum of one (1) lane of traffic and one sidewalk active for use of public at times. Provide full time, continuous flag persons at each side of an excavation any time roadway width is reduced to one (1) lane. It is a requirement of this Contract that Contractor employ services of qualified traffic control service or personnel specifically trained in traffic control to provide continuous flag persons, signage and communications. Traffic control personnel shall have no other duties on project site. The full width of any roadway must be available for two-way traffic at conclusion of day. If steel road plates are employed, 1-inch-thick plates shall be provided and arranged to support maximum highway load or loaded fire truck, whichever is heavier.

3.4 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

A. The Contractor shall be solely responsible for compliance with applicable safety and health regulations including, but not limited to, U.S. Department of Labor Safety and Health Regulations for Construction. Construction employees are required to comply with most stringent rule or standard in the event of dual or concurrent State and Federal jurisdiction. Detailed information on this subject may be obtained from Office of Information Services, Occupational Safety and Health Administration, U.S. Department of Labor, Washington, D.C. 20210.

B. Open pits or ditches shall be fenced; where walks cross such ditches, bridged walkways shall be provided with rails on both sides. Bridged walkways shall be adequately lighted at night.

C. Temporary walks and roads to be surfaced by compacted run of crusher if they are to be in public use.

D. Walks and roadways used by both Contractor and public shall be kept in repair and cleared by Contractor at least once each day and more often as conditions require.

E. No obstructions are to be placed on or around fire hydrants or fire department connections that could make them inaccessible or inoperative for firefighting purposes.

F. Temporary construction sheds, trailers, and flammable liquid storage areas belonging to Contractors shall be so placed on construction site to minimize any danger to Owner's property and public. Construction trailers and sheds shall require pre-approval of Owner.

G. Conduct of work shall be such that pestilence does not occur. To prevent influx of rats, vermin and other pestilence, Contractor shall retain an approved exterminating firm until such time the danger of pestilence has passed as approved by Architect. Contractor shall remove garbage and trash from site daily.

3.5 FIRE SAFETY

A. Fire Watch: Provide fire watch in accordance with all applicable regulations and OSHA Standards.

B. Fire Blanket: In addition to providing fire watch, have approved fire blanket to cover any combustible materials in immediate area.

C. Fire Extinguishers: Each contractor shall provide Fire Extinguishers while performing work with open flames and / or grinding operation that cause sparks.

3.6 INSPECTIONS

A. The Architect or Owner may visit site at intervals appropriate to stage of construction according to General Conditions. Periodic observation or inspection of general project progress shall not be construed as supervision of actual construction, nor make Architect or Owner safe place for performance of work by Contractors or Contractor’s employees or those of suppliers of Contractors or for access, visits, use, work, travel or occupancy by any person.

3.7 CONTRACTOR'S USE OF BUILDINGS

A. As necessary for execution of work:

1. Rooms used by Contractors shall be adequately protected with plywood sheets laid on finished floor. Security measures shall be taken to isolate work and storage areas.
2. Any damage shall be repaired with like materials and blend into its environment, without having patched look.

B. Work shall proceed in existing buildings as follows:

1. No tools or materials can be stored in paths of egress.
2. Building shall be weather-tight and secure at end of each day's work.
3. Fire alarm system and sprinkler system must be operable at all times.

3.8 PROCEDURE AND SCHEDULE OF WORK

A. Where work occurs within or attached to an existing structure, perform all work only on approved schedule. Do not interfere with normal operation of existing systems. Do not shut off any heating, plumbing or electric facilities without permission of proper party in charge. Do as much work as possible prior to shutdown to minimize shutdown time. Contractor shall make temporary connections to enable orderly progress of work.

3.9 ORDER OF WORK

A. If, in the judgment of the Construction Manager, Architect or Owner, it becomes necessary at any time during construction in order to accelerate work and/or complete certain areas of project, Contractor shall concentrate his entire efforts and manpower to certain designated areas. The Contractor shall complete work in certain areas ahead of the rest of work so same can be turned over to Owner. Contractor shall confer with the Construction Manager, Architect or Owner, and other affected Contractors to agree upon schedule procedure. Contractor shall follow this schedule diligently. Contractor shall expedite certain portions of work to avoid delaying other Contractors' work.

3.10 LAYING OUT WORK

A. The Plans are in part diagrammatic. Contractor shall coordinate rough-in dimensions with Shop Drawings and with Plans. Conform to dimensions shown on Plans in preference to scaling from drawings. Dimensions of existing conditions are to be used as reference only. The contractor shall field verify all existing conditions and measurements. Provide fittings and appurtenances required for proper system operation.

B. Before commencing work, Contractor shall carefully examine contract drawings. If discrepancies occur between drawings and specifications, he shall report discrepancies to Architect in writing and obtain written instructions in order to proceed. No departures from contract drawings shall be made without prior written approval of Architect.

3.11 EXAMINATION OF ACTUAL CONDITIONS

A. Before ordering materials or doing work, Contractor shall verify site measurements and be responsible for contingencies encountered. No extra compensation is allowed on account of difference between actual dimensions and measurements at site and those indicated on drawings. Any difference which may be found shall be submitted to Architect for consideration before proceeding with work.

B. Work accurately to bench marks, proper elevations, and dimensions established by Contractor. Contractor shall check conditions and details of work in relation to progress of work.

C. Lay out work, establishing heights and grades for piping work included in these specifications in strict accordance with intent of drawings, physical conditions of Project, and finished site grades. Contractor is responsible that accuracy of work meets all physical conditions of Project and requirements of these specifications.

D. Prefabrication of piping, conduit, etc. may be performed only at risk of Contractor. Changes to prefabricated piping required by actual site conditions shall be made by Contractor without extra compensation.

E. Due to scale of drawings, it is not possible to indicate all offsets, fittings, changes in elevation, etc. which may be required. Make such changes in piping, location of equipment, etc., to accommodate work to obstacles encountered, at no increase in compensation. If requested, submit at least five (5) copies of drawings detailing major deviations or changes. All changes must be approved before installation.

F. Plans show general arrangement of piping and connections. Install work substantially as indicated. Ensure exact locations and elevations on job. All piping and ductwork shall be installed tight to underside of decks, slabs and beams unless otherwise noted.

G. Thoroughly coordinate work with that of other Contractors.

H. Should either Architect's details, field conditions, change in equipment or Shop Drawing information necessitate an important rearrangement, report same to Architects and obtain approval before proceeding.

I. No compensation shall be awarded for extra work because above precautions have not been followed. In event of conflicts, Architect's decision is final. Contractor shall be fully responsible for unauthorized changes.

3.12 MANUFACTURER'S DIRECTIONS

A. In case where manufactured article, material or equipment is specified, then Contractor must install, apply, connect, erect, use, clean and condition it is strict accordance with manufacturer's directions.

3.13 INTERRUPTION OF UTILITIES SERVICES

A. Underground utilities or service lines uncovered or exposed by operations of Contractor shall be adequately protected by Contractor, who shall also be responsible for repair of damage to such services. Contractor shall be responsible for costs resulting from damage to utility lines. These include but are not limited to material cost, wages, and supervisory professional costs, disruption of services, research and overhead costs. Contractor shall notify the Construction Manager, Owner and respective utility immediately of any damages to utility lines.

3.14 CONSTRUCTION AIDS

A. Contractor shall supply, assemble, erect, and move into proper location all derricks; hoists, lifting apparatus, and similar equipment necessary for execution and installation of work.

B. Hoists, derricks and other lifting apparatus shall be equipped with safety devices required by law and shall be maintained until removed from site. Equipment shall placed to not interfere with or damage work or endanger general public.

C. Contractor shall furnish, at his own cost and expense, scaffolding, trestles, ladders and platforms and other equipment required for execution of work under his contract.

D. All trucks, pay loaders, and other moving equipment shall be equipped with back-up alarm devices.

E. All scaffolds shall be built in accord with the regulations of all State and Local Laws and Regulations.

F. All trucks, loaders, excavators and equipment shall be free of leaks of oil, fuel, hydraulic fluids and anti-freeze. Remove from site any leaking equipment. Maintain on site sorbent pads and spill kits to remediate any equipment leakage. Immediately clean up any spotting on roads, sidewalks, parking lots, lawns and gardens. Hired trucks, concrete trucks and subcontractor vehicles shall also comply with this paragraph and shall be so advised by Prime Contractor.

G. Operate machinery to eliminate possibility of marking roads, curbs, sidewalks and parking lots. Protect surfaces with suitable planking when crossing with tracked equipment.

3.15 EROSION CONTROL

A. Control on-site erosion and sedimentation while complying with State and local regulations. Contractor shall provide erection of temporary barriers of baled hay backed by earth swales to contain runoff as long as needed to prevent erosion damage and protect adjacent properties while complying with provision of erosion control plan required by governing authorities. Provide basins or other appurtenances required by State or local authorities for de-watering requirements.

3.16 PUMPING

A. Furnish, install, and maintain pumps of adequate capacity to maintain pits, manholes, open trenches, and other depressions free of water at any time up to completion of work. Costs associated with removal of water to be borne by Contractor.

3.17 PROTECTION AND STORAGE OF MATERIALS AND WORK

A. Protection from freezing - During construction and until final acceptance, protect from freezing all fixtures, equipment and piping, both in building, trenches, etc. Any damage shall be replaced at Contractor's expense to meet Architect's/Engineer’s approval.

B. Materials and Equipment - Store materials and equipment on dry base six (6) inches above ground or floor. Protect from rusting or other weather damage. Keep covered with waterproof covering. Protect against theft or damage from any cause or by any person; assume full responsibility; replace items stolen or damaged at no cost to Owner. Items subject to corrosion shall be kept in building under cover or other weather-tight enclosure. Items subject to moisture damage shall be stored in heated area, such as insulation, valves, etc.

C. Store materials and equipment at site in orderly manner, in location that will not interfere with other work or obstruct access to building, existing buildings, or facilities.

D. After installation and until acceptance, protect from damage by plaster, concrete, paint, falling objects, other workmen. Protect all finished surfaces of insulation. Full responsibility rests with Contractor supplying equipment for replacing any equipment damaged or marred prior to final acceptance. Contractor shall immediately replace protective covering, removed at any time, by others.

3.18 NOISE AND VIBRATION

A. Install all equipment free of noise and vibration to occupied spaces. Arrange isolated equipment to avoid contact with members of building structure, ceiling grids, piping, conduits or ductwork.

3.19 EQUIPMENT CHECKOUT AND TESTING

A. Notify Architect when installation(s) is/are ready for testing, as specified, with ample time in advance. Provide all metered and un-metered services, tools, equipment and manpower necessary to perform tests.

B. Perform all equipment testing as specified and as recommended by manufacturer and directed by Architect. Demonstrate that all operating and safety devices are in proper working order.

C. Perform necessary operating and pressure testing for all piping and equipment which shall be:

1. Buried underground: before backfilling;
2. Installed in or under slabs: before pouring;
3. Buried in building walls: before being buried.

O&M Manual Checklist

Date:_____

(Include completed copy of this Checklist in O&M Manual when submitted)

Project:_____ Trade:_____

Area:_____

(3) Copies of O&M Manuals received on: (date)_____

View Binders w/clear vinyl panels on cover & spine

Name of building and project.
"O&M Manual" and name of trade (i.e. HVAC) on spine*
*(no stick-on labels or contractor names on spine)

O&M Manual PAGE 1:

Cover Sheet listing:

Contractor	*Each Major Subcontractor*
Contractor Name	Sub-Contractor Name
Contractor's Address	Sub-Contractor's Address
Contact person	Contact person
Tel. & Fax #'s	Tel. & Fax #'s

Engineer	*Architect*
Company Name	Company Name
Contact person	Contact person

O&M Manual PAGE 2:

Typed guarantee from contractor w/ 1 year guarantee stated as commencing on the date of final acceptance by the District. Date must be identified.

O&M Manual PAGE 3:

Index sheet listing:

*Source of Supply***	*Source of Supply*
Type of equipment	Type of equipment
(i.e. cabinet heaters)	(i.e. air handler)
Vendor or distributor	Vendor or distributor

Contact person	Contact person
Tel. & Fax #	Tel. & Fax #

**This information shall be provided for each source of supply used in contract.

O&M Manual - Remaining Pages:

Checklist Page 2

Information on each piece of equipment installed under the division

Information of each replaceable part, valve and appurtenance

Information on each item requiring lubrication or adjustment

Tabbed sections for each specification section or type of equipment

Original approved Shop Drawing

Manufacturer's O&M information***

Parts list

*** Photocopies of manufacturer's information not acceptable

Spare Parts list

Photocopy of all test reports (i.e. fire alarm)

Photocopy of all inspections (i.e. plumbing, electrical)

Photocopy of all certification data

Photocopy of facility lubrication chart

Photocopy of facility valve chart

Copy of complete temperature control & operating instructions

Completed copy of checklist last page of O&M Manual

END OF SECTION 01 01 50

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work performed by Owner.
5. Multiple Work Packages.
6. Work under Owner's separate contracts.
7. Future work not part of this Project.
8. Owner's product purchase contracts.
9. Owner-furnished/Contractor-installed (OFCI) products.
10. Owner-furnished/Owner-installed (OFOI) products.
11. Contractor-furnished/Owner-installed (CFOI) products.
12. Contractor's use of site and premises.
13. Coordination with occupants.
14. Work restrictions.
15. Specification and Drawing conventions.
16. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 PROJECT INFORMATION

A. Project Identification: Afton CSD Main Building 2024 Capital Project Phase 1

1. Project Location: 29 Academy Street, PO Box 5, Afton, NY 13730

B. Owner: Afton Central School District, 29 Academy Street, PO Box 5, Afton, New York 13730

C. Architect: Highland Associates, 102 Highland Avenue, Clarks Summit, PA 18411, 570-586-4334.

1. Architect's Representative: Drew Marcinkevich

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
1. None.

E. Construction Manager: School House Construction Services, 20850 State Highway 28, Delhi, NY 13753

1. Construction Manager Representative: Melisa Secord and Connor Fitzgerald
2. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Select exterior window replacement
2. Brick repointing
3. Playground replacement
4. Corridor ACT / Lighting replacement with HVAC modifications
5. Site improvements
6. Bus Garage Canopy (New)

B. Type of Contract:

1. Project will be constructed under coordinated, concurrent multiple contracts. See Section 011200 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinator.

1.5 WORK PERFORMED BY OWNER

A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.

1. None

C. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. None

D. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory Work under this Contract.

1. None

1.6 WORK UNDER OWNER'S SEPARATE CONTRACTS

A. Work with Separate Contractors: Owner purchased Playground equipment purchase and installaltion

B. Concurrent Work: None

C. Subsequent Work: None

D. Future Work Not Part of this Contract: None

1.7 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:

1. Provide Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.

    a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.

4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

C. Owner-Furnished/Contractor-Installed (OFCI) Products:
1. Equipment as noted on Drawings.

1.8 OWNER-FURNISHED/OWNER-INSTALLED (OFOI) PRODUCTS

A. Owner-Furnished/Owner-Installed (OFOI) Products: None

1.9 CONTRACTOR-FURNISHED/OWNER-INSTALLED (CFOI) PRODUCTS

A. Contractor-Furnished/Owner-Installed (CFOI) Products: None

1.10 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.11 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy Project site and building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
3. Architect will prepare a Certificate of Substantial Completion the Work to be occupied after acceptance of the completed Work.

1.12 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to between 7:00 a.m. to 3:30 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Generally working hours are first shift from 7:00 a.m. to 3:30 p.m., second shift from 3:00 p.m. to 11:30 p.m., and third shift from 11:00 p.m. to 7:30 a.m. all with one-half hour meal break Monday through Friday. The contractor may use shifts as required to meet the schedule of the project, this shift work will not be an additional cost to the owner and will be included in each contractor's bid price if required to meet the schedule. While the building is occupied for the school year, all work shall be 2nd shift except for where access to the construction areas are directly from the outside. Contractor occupancy of the building must comply with the requirements of NYSED 155.5 "Unified Safety Standards for School Construction and Maintenance Projects." Contractors shall work to the Owners schedule and needs for times of "quiet construction" during school-wide student exams.
2. Weekend Hours: 7:30 a.m. to 3:30 p.m.
3. Early Morning Hours: Per shift work listed and per regulations by authorities having jurisdiction for restrictions on noisy work.
4. Hours for Utility Shutdowns: As scheduled with CM and owner.
5. During the active school year, material deliveries into the work areas that are surrounded by student occupied spaces are to occur prior to 7:00 am and after 3:30 pm or by appointment scheduled with Construction Manager.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Construction Manager and Owner not less than two 2 days in advance of proposed utility interruptions.
2. Obtain Construction Manager's written permission before proceeding with utility interruptions.

D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Construction Manager not less than two 2 days in advance of proposed disruptive operations.
2. Obtain Construction Manager's written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products including e-cigarettes and nicotine vapor products, alcoholic beverages, and other controlled substances on Owner's property is strictly prohibited and may result in person being removed from the property.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.13 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.14 MISCELLANEOUS PROVISIONS

A. None

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 12 00 – MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 00, General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.

B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.

C. Related Requirements:

1. Section 011000 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site**,** coordination with occupants, and work restrictions.
2. Section 013100 "Project Management and Coordination" for general coordination requirements.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

1.4 PROJECT COORDINATOR

A. Project coordinator (Lead Contractor) shall be GENERAL CONSTRUCTION CONTRACTOR and shall be responsible for coordination between the General Construction Contract, HVAC Construction Contract, Plumbing Construction Contract, and Electrical Construction Contract.

1.5 COORDINATION

A. Project coordinator shall perform Project coordination activities for the multiple contracts, including, but not limited to, the following:

1. Provide typical overall coordination of the Work with all Prime Contractors.
2. Coordinate shared access to workspaces.

3. Coordinate and schedule interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services with Owner's approval.
4. Coordinate sequencing and scheduling of the Work. Refer to paragraph 1.7 A.6 for details.

B. The Construction Manager will coordinate the work between the Prime Contractors and the Owner.

C. Coordination by each Prime Contractor: Coordination activities of all Prime Contractors include, but are not limited to, the following:

1. Schedule and sequence their Work activities and coordinate with the Project Coordinator..
2. Preparation and coordination of Coordination Drawings.
3. Coordinate sharing access to workspaces.
4. Coordinate integration of work into limited spaces.
5. Coordinate protection of contractors' work.
6. Coordinate cutting and patching for their work along with cut and patch for the Mechanical / Plumbing Contractor and the Electrical Contractor.
7. Coordinate tests and inspections for their work. Coordinate testing and inspections with the Construction Manager and with the 3rd party inspector.
8. Coordinate staging with the Construction Manager.
9. Coordinate temporary services and facilities.

1.6 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work will be constructed under multiple Prime Contractor Agreements including through public bidding, cooperative purchasing and through state contracts. Cooperative purchasing agreements and state contracts are considered Prime Contracts for this project.

B. One complete set of Contract Documents is issued to cover the multiple Prime Contracts. Prime Contracts are separate Contracts between the District and independent Contractors representing significant construction activities. Each Prime Contract is performed concurrently and closely coordinated with construction activities performed on the Project under other Prime Contracts.

C. Multiple Prime Contracts for this project include:

1. General Construction (GC)
2. HVAC Construction (HC)
3. Electrical Construction (EC)
4. Sitework Construction (SC)

B. Drawings – For all Contracts:

1. Each drawing is included and integral to each Prime Contract. Complete set of drawings is the responsibility of each contractor. Contractor is to review all drawings for that contract's scope on all drawings.
2. List of Drawings – Refer to Construction Document's Cover Sheet.

1.7 GENERAL SCOPE OF WORK AND REQUIREMENTS

A. General scope of work and requirements for Prime Contractors shall include, but is not limited to, the following:

1. All Contractors must review all information in the Contract documents and are responsible for their work shown on other Contract's drawings.
2. All Contractors shall visit the site to verify and review existing conditions before bidding the cost of the project.
3. Prime Contractors shall supply all labor, materials, tools, equipment, supervision, layout and survey of their work, and coordination with other prime, trade contractors, Schoolhouse, the Architect, as necessary; in order to complete all of their work as required and detailed in the drawings, specifications, addenda, and all other contract documents.

    a. All workers must meet the requirements of Labor Law 220-h to perform work on the project site.
    b. For identification and security purposes, workers are required to wear photo-identification badges at all times while working at District occupied sites. Each Contractor is responsible for control, maintenance and updating of the badges worn by their personnel and by their subcontractors' personnel.

4. Prime contractors shall provide their own OSHA compliant access to their work through use of staging, scaffolding, personnel lifts, temporary scaffolding, shoring, supports, guys, braces, falsework, cranes and the like to complete the work.
5. Correct any, or all, quality control issues or concerns, which are not deemed acceptable to Schoolhouse, the Architect, and Owner, or are not deemed as a high-quality finished product.
6. Verify that air and surface temperature, moisture, and humidity conditions are suitable for installation of this work, per the requirements of the specifications and product manufacturers. If the conditions prohibit installation, notify Schoolhouse's on-site representative. Documentation of conditions shall be noted within this contractor's daily field reports.
7. All work areas must be coordinated with Schoolhouse's field representative. At no time shall this contractor independently select their schedule and locations of work.
8. Prime Contractors shall provide proposed schedules showing submittals, material procurement (including lead times), and sequence of construction activities. The General Contractor shall integrate draft schedules from the other Prime Contractors into a single master schedule [MS Project] that is reviewed and finalized with Schoolhouse, the Architect, and Owner. The final master schedule shall be accepted by the Project Team and followed in the performance of construction activities. Additionally, contractors will provide schedule updates on a weekly basis, including two-week look- ahead schedules at coordination meetings.
9. Prime Contractors will work overtime, at their own expense, included in their proposal, should they fail to maintain progress in accordance with the project schedule, as determined by Schoolhouse and/or the Architect and Owner.
10. The Prime Contractors understand that during the execution of the work, it is not assumed that construction can be carried out in a continuous, uninterrupted manner. Contractor must include any necessary remobilizations required to successfully complete this work and work around the Owner's operational needs.

11. Any street, roadway, and/or parking lot closures must be coordinated with Schoolhouse's on-site representative and shall be scheduled around other project activities and municipal requirements.
12. All significant material deliveries must be coordinated with Schoolhouse at least 48 hours in advance. Maintenance of traffic and pedestrian protection for deliveries and work performance is the responsibility of this contractor.
13. Storage of materials and equipment at the site shall be permitted only with prior approval received by Schoolhouse's on-site representative. Prime contractors shall only store materials that are to be used in the next 30 days to maintain the ongoing construction activities.
14. Prime contractors are responsible for posting any applicable signage to warn workers and others of potential hazards due to the work, in addition to the standard signs and barricades.
15. Submit daily field reports indicating number of workers by classification, hours worked, construction progress information, weather conditions, etc., to Schoolhouse's on-site representative on a daily basis.
16. Daily Cleaning: Each Prime contractor is 100% responsible for their own daily and final clean-ups. This includes daily (or more often as needed and deemed by Schoolhouse's on-site representative) removal of waste to appropriate dumpsters. Besides general sweeping of work areas, mopping of work areas and affected corridors is required when the Owner intends to use the facilities before the next working shift. Failure to perform clean-up daily may result in back charges and fines to Prime Contractors.
17. Final Cleaning: General Contractor shall include multiple final cleanings of major areas of reconstruction by a professional cleaning company, as may be needed (or requested) in order to prepare spaces for immediate usage by the Owner. General Contractor shall carry an Allowance of $35,000.00 for this work. Refer to Section 011200 Allowances.
18. All Prime Contractors are responsible for their own removal of debris, including the provision of clean- up, hauling, etc. Dumpsters shall be provided by the General Contractor for use by all prime contractors.
19. The District has the right of first refusal for any equipment and/or materials being removed or disposed. The Contractor will move at their own expense, any equipment and/or materials requested by the District to a designated location.
20. All drawings, specifications, and addenda prepared by the Design Team are applicable to the performance of this contract.
21. This contractor agrees to take all precautionary measures necessary to prevent damage to the Owner's property and the work of other trades and contractors and to repair promptly any damage caused by this contractor's action or that of its employees, subcontractors or vendors. If damage is caused by this contractor's action or that of its employees, subcontractors or vendors, this contractor must repair the damage within 1 calendar week*. If this contractor fails to make acceptable repairs within 1 week* of notification, Schoolhouse may direct these repairs to be completed on behalf of this contractor and at this contractor's expense.

    a. In the event that the damage presents a safety, security, or environmental risk, or affects the ability of other contractors to perform their work, the repairs must be made immediately.

22. Each Contractor shall provide temporary shoring, bracing, supports, or protection systems needed to complete the Work of their Contract. All Contractors are responsible, individually and collectively, for maintaining safe-working conditions at all times.
23. Safety:

a. Prime contractors are responsible for developing a Site Specific Safety Plan that is specific to this capital improvement project. Submit this Site Specific Safety Plan within 10 days of award and no later than the start of construction activities. Submission of this material is a prerequisite for first payment.

   1) The program shall include company safety philosophy, history, action plan, manuals, hazardous communications sheets, OSHA filings, meeting minutes and a reporting system for any accidents or injuries. Submission of this material is a prerequisite for first payment.

b. Prime Contractors shall conduct regular toolbox talks, as required by OSHA, which are focused on pertinent aspects of the ongoing project and potential areas of safety hazards. Meeting minutes, with attendance records, for respective toolbox talks and safety related meetings shall be maintained by each Prime Contractor.

c. In the event of an incident or injury occurring on-site, the Prime contractor and all subcontractors involved are required to furnish Schoolhouse and the owner with all relevant documentation, including but not limited to forms, reports, and any other records related to the incident.

d. All Contractors are responsible for the safety of their own Workers, Subcontractors and other personnel on site. Each and every Contractor is responsible for maintaining a safe work site, and for maintaining safe work procedures. Protect all District facilities, personnel, students, and activity areas.

24. Provide means for maintaining acceptable indoor air quality and adequate ventilation to eliminate fumes and/or the off gassing of material products, according to OSHA and SED requirements.
25. Means of temporary lighting and power shall be provided by the Electrical Contractor. This includes task specific lighting as required to perform their specific scope of work, and as required by OSHA.
26. Provide means of fastening to existing substrates. Any inadequate or poor surface conditions that prevent adequate attachments shall be pointed out to Schoolhouse's on-site representative and the Architect before proceeding with installations.
27. All prime contractors shall assign a dedicated field superintendent to be on-site whenever their company, or their subcontractors, have on-going construction activities. This individual shall be responsible for enforcing safe work practices, ensuring quality control, daily clean-up, and is responsible for locking and securing all doors, windows, etc. at the end of each work shift. The General Contractor's designated field superintendent shall not be a working technician that is tasked with performing field installations, but rather shall remain focused on coordination and planning of construction activities, oversight of operations, and other supervisory tasks.
28. Weekend and second shift work must be communicated and coordinated with Schoolhouse 48 hours in advance to commencement.
29. All on-site workers shall wear an identification badge while on-site. Badges shall be displayed via a lanyard or other approved means of displaying proper identification. Additionally, workers shall also have proof of their OSHA 10-Hour certification on display with their badge. Copies of OSHA 10-hour card to be provided to Schoolhouse on site.
30. Prime contractors shall coordinate with environmental regulatory agencies, as necessary to perform their scope of work. When in doubt as to specific regulatory requirements, contractors shall proceed with caution and contact pertinent agencies to ensure that they are

proceeding in compliance with all environmental requirements. Contractors shall notify the Architect, Schoolhouse, and the Owner before they contact regulatory agencies.

31. The General Contractor Prime shall be responsible for ensuring that all project work areas are fully secured and locked-up at the end of each working shift. Upon completing these checks and confirming that the respective work areas and buildings are secured, the General Contractor shall notify Schoolhouse's project representative in-writing via an email or text messaging.
32. The Prime Contractors shall submit Requests for Information (RFIs), all project submittals/shop drawings, and other key project documentation electronically via the computer-based program implemented by the Design Team and/or Owner. Contractors shall also participate in any training sessions that are requested of them to attend, in order to more effectively use the designated computer-based program.
33. Outside work areas, excavations, and stored materials shall have perimeter fencing (8'-0" chain-link) provided and maintained by the respective contractor performing the work, as directed by Schoolhouse's on-site representative. The General Contract (GC) shall provide fencing at common work areas where multiple prime contractors are working and also surrounding designated material laydown area and zones that accommodate field office trailers and storage units. Other forms of fencing, such as orange snow fencing, is not acceptable.

    a. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 8 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2- 7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails. Provide privacy screening for all chain-link fencing applications.

34. Fire Extinguishers: General Contract (GC) shall provide and maintain "general use" fire extinguishers for each building construction area; comply with applicable codes for quantities required. Comply with NFPA for recommended classes for exposure; extinguishers shall be inspected and appropriately tagged prior to being brought on site. Provide stands, painted bright orange, sturdy enough to carry the extinguisher, and built as not to create a tipping hazard.
35. Contractors need to be aware that during the duration of this Project there may be work by other projects occurring simultaneously at the same building(s). Each Prime Contractor must coordinate the execution of their work for this project with the work of other Prime Contractors for this project and other potential projects.
36. Each Prime Contract is responsible for protecting their installations at all times, and to not damage adjacent items and/or the work or items of others. All costs incurred to repair, replace or clean insufficiently protected materials/installations shall be the responsibility of the installing Prime Contract.

    a. This includes a minimum of protective blankets and at least 5/8" plywood being placed over wood or other floor finishes that are susceptible to damages, before major reconstruction and/or manlifts are used on these surfaces.

37. Site restoration: Restoration of any damages caused by construction to lawn and building areas outside the scope of work is the responsibility of such Contractor who performed the work.
38. Prime Contracts shall reach final completion of their contract obligations and complete all remaining punchlist and work items within one month (30 calendar days) of reaching

substantial completion. Failure to reach final completion within this timeframe shall be subject to the same penalties associated with not meeting substantial completion.

39. There will be no additional compensation assigned for 2nd shift and/or weekend labor that is necessary to work around the Owner's operations. Coordinate second shift and weekend work requirements in/at school buildings, or at other locations as required, with the Construction Manager as the schedules of the schools/buildings are slightly different so each school/building schedule slightly affects the permitted work times at that school/building. Work will need to be performed in and on both occupied and unoccupied spaces. Each Prime Contract working second shift shall be responsible for all requirements to allow normal functioning of that space the next day. All other work in occupied spaces shall be scheduled for off-hours, vacations and weekends. Weekend, holiday and/or overtime work shall be performed as indicated in the Construction Documents.
40. Prime Contractors are required to construct the project per the construction schedule. Contractors must complete the site and building for use by the District on or before the dates listed in the construction schedule. All Contractors shall cooperate fully with the intentions of the construction schedule. All Prime Contractors are specifically forewarned that any delays caused directly or indirectly by their acts, omissions, and/or failure to perform will result in the District, or its agents, completing the Prime Contractor's Work by whatever means are needed to complete the Work. The Prime Contractor causing the delay will be responsible for any and all costs associated with such issues including, but not limited to, District, Architectural, Engineering, Construction Manager, Legal, and Inspections, plus costs submitted by Contractors hired to complete the Prime Contractor's Work.
41. In the event that the Contractor shall fail to complete their work according to the Milestone Schedule or within the time (or times) to which such completion may have been extended, the Contractor shall pay the owner and/or the Owner shall be entitled to deduct from any monies due to the Contractor Eight Hundred Fifty and 00/100 ($850.00) Dollars per day as liquidated damages. If the Contractor does not achieve Substantial Completion according to the Milestone Schedule, the Contractor shall pay the Owner and/or the Owner shall be entitled to deduct from any monies due to the Contractor One Thousand and 00/100 ($1,000.00) Dollars per day for each person that the Architect and/or the Construction Manager used to furnish project management or related services beyond the date Substantial Completion was to be attained.
42. Protection of Work Areas: Prime Contractors are required to protect entire work areas during times/days when School is in session. This includes but is not limited to: temporary chain-link fencing (with full privacy screening), temporary partitions (with temp. finishes), plastic curtains/dust barriers, etc., as needed to protect all ongoing work, material(s) and equipment. During times where School is not in session, Contractors are required to protect direct work areas daily and ensure that the project site is safe at all times.

D. Prohibited Work:

1. Contractor is notified that the use of gasoline or diesel powered engines or motors is prohibited within the existing building. The use of gas-powered equipment in the school building is strictly prohibited.
2. Contractors are notified that the dry-cutting of masonry or gypsum based products with rotary cutting equipment is prohibited on the project site.

E. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.

1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
2. If two or more Prime Contracts have the same scope of work, the Owner, Construction Manager and A/E will determine which Contract is responsible to perform the work. A credit change order will be executed for the work not required by the other Contracts.
3. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract, including for all accessories, ADA hardware, wall mounted devices, casework, etc. shall be the work of each prime contractor for their respective work. Each contract is responsible for identifying blocking sizes and locations for its own work.
4. Sleeves in existing walls roofs and floors furnished and installed by the contractor requiring the sleeve. Sleeves in new walls roofs and floors furnished by the contractor requiring the sleeve and installed by the General Contractor.
5. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Construction Contract. General Contractor to review all construction drawings for access panels requiring installation.
6. Painting for the work of each contract shall be the work of the General Construction Contract unless noted otherwise.
7. Through-penetration firestopping for the work of each contract shall be provided by the contractor who performed penetration.
8. Contractor is responsible for dewatering for the work of their contract.
9. Contractors' Startup Construction Schedule: Refer to 01 32 16 Construction Progress Schedule.

1.8 SUBSTITUTIONS

A. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the work. Coordinate with the Architect, Construction Manager and the Owner for any substitutions.

1. Each Prime Contractor shall coordinate their own substitutions. All proposed substitutions shall be submitted to the CM and the A/E within 10 days of contract for approval.

1.9 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.

3. Its own field office, complete with necessary furniture, utilities, and telephone service.
4. Its own storage and fabrication sheds.
5. Temporary enclosures for its own construction activities.
6. Staging and scaffolding for its own construction activities.
7. General hoisting facilities for its own construction activities.
8. Progress cleaning of work areas affected by its operations on a daily basis.
9. Secure lockup of its own tools, materials, and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

B. Temporary Heating, Cooling, and Ventilation: Is not required on the interior of the building.

C. Use Charges: Comply with the following:

1. Sewer Service: Owner.
2. Water Service: Owner.
3. Electric Power Service: Owner

1.10 CUTTING AND PATCHING

A. Cutting/Patching: Each Prime Contractor shall provide cutting and patching as required to perform their contract work. This includes openings in existing floors, walls, ceilings.

B. If structural steel is required for roof and/or floor openings the General Construction Contractor is responsible for the structural steel. Cutting of such opening is the responsibility of the General Construction Contractor. Layout of opening is the responsibility of the contractor requiring the opening.

C. Any opening requiring lintels and/or structural steel is the work of the General Construction Contract. Layout of openings to be performed by contractor requiring the opening, cutting of opening and installation of structural steel is the responsibility of the General Construction Contract. Reference all drawings for locations or required lintels.

D. All openings, penetrations, or abandoned locations created by the performance of the work of each contractor, either by cutting, demolition, removals, or for any other reason, including openings that remain after demolition, shall be sealed, filled, repaired, and/or patched to match, to meet or exceed the quality of existing or new adjacent and surrounding finishes, and existing and new material warranties shall be maintained. Patching shall be done by tradesmen qualified in performing the type of work required for the patching.

E. Ceiling Work:

1. Above ceiling work for ceiling schedule to remain: General Contractor is responsible for removing and reinstalling ceiling in order to accommodate mechanical duct work demo and installation. All other above ceiling work: Electrical, plumbing, fire protection, controls, etc. will be the responsibility of each trade performing the work which includes removing, storing and reinstalling of ceiling. Any damage to ceiling tile/grid scheduled to remain to be replaced by the trade responsible.

2. Reinstall of Ceiling Work: General Contractor is responsible for removal, preservation of and reinstallation of existing ceiling system. Electrical Contractor is responsible for removal or suspension of existing electrical ceiling equipment. Existing electrical ceiling equipment to be re-installed by Electrical Contractor. Mechanical Contractor is responsible for removal of all existing grilles and reinstall once new ceiling system is being installed. Coordinate new work before reinstallation with all respective contractors.
3. New Ceiling Work & MEP's to Remain: General Contractor is responsible for demolition and installation of new ceiling systems. Electrical Contractor is responsible for removal or suspension of existing electrical ceiling equipment. Existing electrical ceiling equipment to be re-installed by Electrical Contractor. General Contractor is responsible for cutting around existing light fixtures, grilles, etc. for installation of new ceiling. Mechanical Contractor responsible for removing and reinstalling any mechanical grills/ equipment in ceiling system. If ceiling elevation lowers and effects Electrical equipment on the walls, Electrical Contractor to lower such equipment to accommodate elevation changes. Electrical equipment is; but not limited to, clocks, speakers, lighting, emergency lighting, fire alarm devices, sensors, etc.
4. This shall include all ceiling types, unless shown in the documents as receiving new ceiling, in which case no reinstallation or replacement is required by this Contractor. Include all other removals and replacement needed for the work of this Contract. Contractor shall verify the locations of existing plaster, sheetrock, acoustic lay in and spline ceilings and adjust their bid accordingly.

F. Roof Work:

1. New Roof Installation and Existing for new Mechanical Equipment and Roof Penetration: At existing roofing to remain General Contractor to remove roofing material and insulation for new Mechanical Equipment installation. General Contractor is responsible for removal of roof deck for through roof penetrations. Layout of the opening will be by the Contractor requiring the work, patch and repair of the roof deck will be by the General Contractor. Where required, General Contractor is responsible for providing and installing structural steel for such openings. The General Contractor is responsible for providing blocking for and install all required equipment curbs. The General Contractor to patch roofing material and maintain roofing warranty. Equipment curbs to be provided by contractor requiring curb.

    a. Electrical Contractor to coordinate and install conduit with General Contractor. The General Contractor is responsible for cutting and patching roof system in areas of Plumbing work. Plumbing Contractor to layout such opening. Any temporary protection after demolition is the work of the contractor who performed the demolition.

2. Roof Work (Demolition of Existing Mechanical Equipment): Removal of existing roof top mechanical equipment not to be re-installed is the responsibility of the Mechanical Contractor. Removal of existing roof-top equipment curbs as well as patching of roof deck and replacement of roofing system in areas of removal is the responsibility of the General Contractor. Any electrical feeds for mechanical units to be sealed by General Contractor per roofing manufacturers specifications. The General Contractor shall employ a certified roofing contractor for installation of roofing systems to maintain the owner's warranty.

G. All Concrete Removal and Trenching for Mechanical, Electrical and Plumbing Utilities: General Contractor is responsible for saw cutting, removal of concrete, excavation, installation of pipe bedding and backfill for all MEP utilities – existing and new construction. Installation for the underground utilities are the responsibility of that contractor. Following testing of MEP utilities, General Contractor is responsible for backfill and patching concrete back flush with existing concrete slab and match adjacent surface finishes. General Contractor to review all MEP contract drawings for locations of existing and new underground utilities

1.11 PRIME CONTRACTS SCOPE OF WORK

A. GENERAL CONSTRUCTION CONTRACT

1. Work of the General Construction Contract includes all building demolitions and General Construction. Provide all material, labor, equipment, supervision, management, and administration required for the total performance of the Work of this Contract including but is not limited to, the following:

    a. All work as shown on STRUCTURAL (S) series drawings and ARCHITECTURAL (A) series drawings unless specifically noted as by another contract.
    b. Remaining work not identified as work under other contracts.
    c. Preparing temporary building egress in accordance with the requirements of NYSED or the drawings and specifications and to accommodate the construction schedule and District use of the buildings.
    d. Protection of existing flooring to remain.
    e. Final professional cleaning of the project before the facilities are turned over to the District for their use. The General Construction Contract will provide construction cleaning throughout the project. Refer to Section 01 50 00 and 01 77 19 for additional information. General Construction Contract to provide a general laborer to clean continuously daily throughout the duration of the project.
    f. Dumpsters for hazardous materials and dumpsters for all construction waste for all trades.
    g. Selective demolition including all items required to be demolished to receive new work and demolition of items not required for future use and completion of systems and spaces.
    h. Foundations, including footings, foundation walls.
    i. Slabs-on-grade, including earthwork.
    j. Exterior concrete stairs and docks and railings.
    k. Construction, including excavation, backfill, and insulation and waterproofing/dampproofing.
    l. Exterior closure, including work at parapets.
    m. Roofing, including roof insulation, coverings, flashings roof specialties and roof accessories.
    n. Furnish and installation, framing, for HVAC Units and framing, flashing in and drainage for roof curbs provided by the Mechanical Contract for installation by General Construction.
    o. Roof Warranty to be provided at completion.
    p. Exterior closure, including walls, parapets, doors, windows. Louvers are furnished and installed by the contractor requiring the louver.

q. Interior construction, including partitions, doors, door hardware, frames, interior glazed openings, insulation and fittings. Coordination with Electrical Contract, for installation of electronic hardware and system. Preparation of all doors and frames or installation of door hardware and access control system as noted in the Architectural and Electrical Documents.
r. Fire-protection specialties.
s. Interior stairs and ramps, including railings and finishes.
t. Interior finishes, finish carpentry, architectural woodwork, built in casework, wall, floor, base and ceiling finishes, designated FF&E, wall mirrors, benches, lockers, grab bars, toilet partitions and toilet and shower accessories. Blocking for all contractor supplied and Owner supplied equipment.
u. Interior caulking of all doorframes, windows and sills to adjacent surfaces. Caulk all joints where concrete, masonry and gypsum adjoin. Caulk all casework and countertops to adjacent surfaces after finish painting of all rooms.
v. Miscellaneous items, including concrete equipment bases, vapor emissions control systems, painting of mechanical, plumbing and electrical work.
w. General Contractor shall include all interior slab removals, excavation, pipe bedding, backfill, compaction and floor slab patching, as outlined, to accommodate MEP trades.
x. Install interior separation walls between demolition and construction areas and in areas of separation of areas between occupied spaces.
y. Shall furnish and install all access doors furnished by other contractors, into wall or ceiling assemblies. Coordinate locations with other trades.
z. Review all Mechanical, Electrical and Plumbing drawings for patch required for finishes.
aa. Painting of exposed piping, HVAC ductwork, and electrical conduit in all interior locations. Exterior painting of exposed piping, HVAC ductwork, and electrical conduit shall be by the Contractor providing the exposed piping, HVAC ductwork, and electrical conduit.
bb. Responsible to patch all wall surface defects prior to painting any walls indicated to receive new paint finish on the Contract Documents. This is to include minor dings, scratches, plaster cracks etc. to ensure all walls are free of defects when turned over to the owner.
cc. The Contractor will provide all weather protection and protection systems for remaining adjacent building elements as caused by demolition.
dd. Exterior closure, including walls and louvers and patching and repair of exterior walls.

2. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:

a. Security enclosure and lockup. Checking and securing windows, doors and gates for security.
b. Temporary facilities and controls that are not otherwise specifically assigned to other Prime Contracts.
c. Sediment and erosion control.
d. Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
e. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.

f. Temporary enclosure for building exterior, except as indicated for other primes.
g. Temporary roads and paved areas.
h. Dewatering facilities and drains.
i. Excavation support and protection, unless required solely for the Work of another contract.
j. Special or unusual hoisting requirements for construction activities, including hoisting loads.
k. Project identification and temporary signs.
l. General waste disposal facilities.
m. Pest control.
n. Temporary fire-protection facilities.
o. Barricades, warning signs, and lights.
p. Site enclosure fence.
q. Environmental protection.
r. Maintenance and restoration of Owner's existing facilities and / or property used as temporary facilities.

B. HVAC CONSTRUCTION CONTRACT (Mechanical)

1. Work of the HVAC Construction Contract includes all Mechanical demolition and construction. Provide all material, labor, equipment, supervision, management, and administration required for the total performance of the Work of this Contract including but is not limited to, the following.

a. All work as shown on MECHANICAL series drawings unless specifically noted as by another contract.
b. Exterior painting of exposed piping, HVAC ductwork, and electrical conduit shall be by the Contractor providing the exposed piping, HVAC ductwork, and electrical conduit.
c. HVAC systems and equipment.
d. HVAC instrumentation and controls shall be provided by the Mechanical Contractor. Reference Instrumentation and Controls specification plus the sequence of operation and points list in the contract documents. Coordinate with Electrical as necessary.
e. HVAC testing, adjusting, balancing and commissioning.
f. Building automation system and associated upgrades shall be provided by the Mechanical Contractor.
g. Any work specifically called out for the Mechanical Construction Contract in any other drawings and specifications.
h. Mechanical connections to equipment furnished by the General Construction Contract, Plumbing Contract, HVAC Contract, Electrical Contract and Owner.
i. Furnishing of roof curbs, installation by General Construction Contractor
j. All mechanical demolition, including mechanical units, ductwork including temporary ductwork, equipment, hangars including special hangers for ductwork, piping, insulation, to facilitate, the Mechanical (HVAC) Contractor Scope of Work, or to meet code requirements.
k. The Mechanical (HVAC) Contractor is responsible to remove, clean and re-install all mechanical components such as diffusers, louvers and grilles where ceilings are scheduled to be removed and or replaced. Reconnection of existing systems,

ductwork, diffusers and equipment that remain is required throughout the building after demolition and where work is required around work that remains.

l. Coordinate all Mechanical (HVAC) equipment electrical requirements with the Electrical Contractor. The Mechanical Contractor will provide all necessary starters, disconnects, and variable frequency drives required by specified mechanical equipment. The Electrical Contractor will install all necessary starters, disconnects, and variable frequency drives required by specified mechanical equipment. Reference the MEP Equipment Connections Schedule in the Drawings.

m. The Mechanical (HVAC) Contractor shall provide adequate support and protection of the existing Mechanical (HVAC) systems until such time as the new systems are in place and ready for use by the District.

n. The Mechanical (HVAC) Contractor shall provide HVAC equipment filters for all HVAC units around and in the areas of work. These will be changed upon completion of the work.

o. The Mechanical (HVAC) Contractor is notified that final balancing of systems and the submission of final balance reports are required to achieve substantial completion. It is of vital importance this work is completed in a timely manner.

p. The Mechanical (HVAC) Contractor shall remove and replace existing ceilings as required where existing ceilings are not scheduled for removal and replacement by others. The Mechanical (HVAC) Contractor is responsible to replace any components of existing ceilings that are damaged in the removal or replacement process or as a result of being stored improperly after removal. Replacement materials shall match existing materials.

C. ELECTRICAL CONSTRUCTION CONTRACT

1. Work of the Electrical Contract includes, but is not limited to, the following:

a. Electrical service and distribution.
b. Demolition of existing lighting, devices, wiring, and conduit.
c. Electrical connections to equipment furnished by **other Prime Contracts**.
d. The Electrical Contractor shall provide adequate support and protection of the electrical systems until such time as the new systems are in place and ready for use by the District. Maintain all existing systems including District requirements of power, lighting, safety and communication systems throughout the construction project.
e. The Electrical Contractor is responsible to tie-up all existing loose wiring and cable to ensure components hang at ceiling.
f. The Electrical Contractor is responsible to secure and maintain operational all fire alarm, camera, security, data, controls and other devices in existing ceilings that may be disturbed by removal and replacement of ceilings by the Electrical Contractor and by other Contractors. All existing fire alarm, camera, security, data, controls and other devices shall be maintained in operational status for the duration of construction. The Electrical Contractor is responsible to replace existing fire alarm, camera, security, data, controls and other devices in restored and new ceilings following ceiling replacement by the Electrical Contractor and by other Contractors and confirm operational status of all devices following replacement.
g. The Electrical Contractor is responsible to remove and re-install all electrical components, smoke / heat detectors, occupancy sensors etc. where ceilings are

scheduled to be removed and replaced in the Contract Documents and confirm their operation following replacement.

h. The Electrical Contractor is responsible for wiring of new basketball backstop furnished and installed under separate contract.

2. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:

a. Electric power service and distribution.
b. Electrical connections to existing systems and temporary facilities and controls furnished by the other Prime Contracts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 12 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Allowance amounts for each Prime Contractor shall be included in their Base Bid.

B. Types of allowances include the following:

1. Contingency Allowances.
2. Lump Sum Allowances.

C. Related Requirements:

1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1. Costs Included in Allowances: Cost of product to or subcontractor, product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing. less applicable trade discounts, less applicable taxes, less applicable trade discounts.
2. Costs Not Included in Allowances: Costs for overhead and profit for items purchased and installed under Allowances. It is the responsibility of the Contractor to include overhead and profit as part of the Base Bid.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Construction Manager for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor for specific scope of work as identified in the Allowance Schedule.

B. At Project closeout, credit unused amounts remaining in the lump-sum allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

B. Responsibilities:

1. Consult with the Owner and Architect for consideration and selection of products, suppliers, and installers.
2. Obtain proposals from suppliers and installers and offer recommendations.
3. Prepare Change Order Proposal.
4. On notification of acceptance, execute purchase agreement with designated supplier and installer.

5. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
6. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

C. Funds will be drawn from Allowances only by Change Order. Assignment of additional work directed in the field is at the discretion of the Owner.

3.2 SCHEDULE OF ALLOWANCES

A. General Construction

1. Contingency Allowance: Include a contingency allowance of **$10,000.00** for use according to Owner's written instructions.

B. HVAC Construction

1. Contingency Allowance: Include a contingency allowance of **$5,000.00** for use according to Owner's written instructions.

C. Electrical Construction

1. Contingency Allowance: Include a contingency allowance of **$5,000.00** for use according to Owner's written instructions.

D. Site Construction

1. Contingency Allowance: Include a contingency allowance of **$25,000.00** for use according to Owner’s written instructions.

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

C. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.

D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

E. List of Unit Prices: A schedule of unit prices is included. Specification Sections referenced in the "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

1.5 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

B. The Owner reserves the right to accept or reject any or all of the unit prices prior to execution of the Contract.

C. The Owner reserves the right to determine extent of the unit price work to be performed and that portions of unit price work may be performed by the Contractor or others at the Owner's discretion.

1.6 MEASUREMENT OF QUANTITIES

A. Measurement methods delineated in the individual specification sections complement the criteria of this Section. In the event of conflict, the requirements of the individual specification section govern.

B. Take all measurements and compute quantities. Measurements and quantities will be verified by the Construction Manager/Clerk.

C. Assist by providing necessary equipment, workers, and survey personnel as required.

D. Measurement Devices:

1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.

2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.

E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

G. Measurement by Area: Measured by square dimension using mean length and width or radius.

H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

J. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify the Construction Manager/Clerk prior to starting work.

K. Contractor's Engineer Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

1.7 DEFECT ASSESSMENT

A. Replace Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Construction Manager/Clerk, it is not practical to remove and replace the Work, will direct one of the following remedies:

1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of the A/E.

2. The defective Work will be partially repaired to the instructions of the, and the unit price will be adjusted to a new unit price at the discretion of the A/E.

C. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum/price reduction.

D. The authority of the Construction Manager/Clerk or the A/E to assess the defect and identify payment adjustment is final.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. UNIT PRICE NO. L-1 4" STORM WATER MANAGEMENT TRENCH (SMT):

1. Description: Additional 4" storm water management trench (SMT) piping, filter fabric and drainage stone, furnished and placed as described in Section 33 4001. This includes trenching and removals.

2. Unit of Measurement: Linear foot, installed.

B. UNIT PRICE NO. L-2 UNDERCUTTING:

1. Description: Undercutting where unsatisfactory soils are discovered. This includes excavation, removal and haul away of unsuitable material, backfill and compaction with suitable granular material as specified in Section 31 1201. **Note: 300 cubic yards are included in the Base Bid.**

2. Unit of Measurement: Cubic yard, installed.

C. UNIT PRICE NO. L-3 MEDIUM DUTY ASPHALT:

1. Description: Additional medium duty asphalt, stabilization fabric and stone subbase as described in Section 32 1201. This includes excavation and removals for placement of medium duty asphalt.

2. Unit of Measurement: Square yard, installed.

D. UNIT PRICE NO. L-4 HEAVY DUTY ASPHALT:

1. Description: Additional heavy duty asphalt, stabilization fabric and stone subbase as described in Section 32 1201. This includes excavation and removals for placement of heavy duty asphalt.

2. Unit of Measurement: Square yard, installed.

E. UNIT PRICE NO. L-5 HEAVY DUTY CONCRETE SIDEWALK:

1. Description: Furnish and install heavy duty sidewalk(s) as described in Section 32 1301 and as detailed. This includes excavation and removals for placement of heavy duty concrete walks.

2. Unit of Measurement: Square foot, installed.

F. UNIT PRICE NO. L-6 GRANITE CURB:

1. Description: Additional 5” X 16” granite curb, furnished and installed as described in Section 32 1601 and as detailed.

2. Unit of Measurement: Linear foot, installed.

G. UNIT PRICE NO. L-7 SODDED LAWN:

1. Description: Additional sodded lawn as described in Section 32 9201. This includes fine grading and sodding.

2. Unit of Measurement: Square yard, installed.

H. UNIT PRICE NO. L-8 ROCK EXCAVATION (S):

1. Description: Rock excavation and removal off site as described in Section 31 2201. **Note: 50 cubic yards are included in the Base Bid.**

2. Unit of Measurement: Cubic yard, removed.

I. UNIT PRICE NO. L-9 SOIL STABILIZATION FABRIC:

1. Description: Additional Woven soil stabilization fabric furnished and installed as described in Section 32 1201.

2. Unit of Measurement: Square yard, installed.

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. References to division or sections of the Specifications to describe the work required by an alternate as indicated are not intended to restrict the work of the alternate to a single contract or trade but to provide reference to that work comprising the major portion of the Alternate. It shall be the responsibility of all Contractors to determine the extent of all the work and materials required by the alternate and to include any additional cost in their proposal for the alternate.

B. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
2. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

C. The bidder shall enter the amount of the increase or decrease for each alternate in the appropriate column of the bid form, and this amount shall be indicated in figures and also written out in full in the space provided for each alternate.

D. Execute accepted alternates under the same conditions as other Work of the Contract.

E. Schedule: A "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

1.5 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owego Apalachin Central School District's option. Accepted alternates will be identified in the Owner-Contractor Agreement.

1.6 SELECTION AND AWARD OF ALTERNATIVES

A. Indicate variation of bid price for alternatives described below and list in bid form document or any supplement to it, which requests a 'difference' in bid price by adding to or deducting from the base bid price.

B. The Contract will be awarded to the qualified bidder whose total lump sum base bid, together with any alternatives which the Owner may wish to accept, totals the lowest number of dollars.

1.7 SCHEDULE OF ALTERNATES

A. **ALTERNATE #1 – Windows**

B. **ALTERNATE #2 – Windows**

C. **ALTERNATE #3 – Ceilings / HVAC**

D. **ALTERNATE #4 – Concrete Pads (2)**

.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 01 23 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Payment Procedures" for administrative procedures governing Applications for Payment.

1.3 MINOR CHANGES IN THE WORK

A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time.

1.4 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Upon request of the Owner either directly or indirectly through the Construction Manager, the Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Within 5 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Construction Manager and Architect for the Owner's review.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Quotation Form: Use forms standard to the Contractor.

B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Construction Manager and the A/E.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements for “Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
5. Submit a detailed labor and material breakdown for the proposed cost.

C. Proposal Request Form: Use forms standard to the Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Construction Manager may issue a Construction Change Directive on AIA Form G714 - 2017. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Contractor’s Cost Proposal, as initiated by the Proposal Request, the Architect will issue a Change Order for signatures of the Owner, Construction Manager, Architect and the Contractor on AIA Form G731 - 2019.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 26 00

DRAFT

AIA® Document G731™ – 2019

Change Order, *Construction Manager as Adviser Edition*

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CHANGE ORDER INFORMATION:** Change Order Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONSTRUCTION MANAGER:** *(name and address)*
CONTRACTOR: *(name and address)*		

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	0.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	0.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	0.00

The Contract Time will be increased by Zero (0) days.
The Contractor's Work shall be substantially complete on .

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

ARCHITECT *(Firm name)*	**CONSTRUCTION MANAGER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**

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User Notes: (3B9ADA42)

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

1.3 SCHEDULE OF VALUES

A. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.

1. Submit the Schedule of Values to the Construction Manager and the A/E 10 days after the date of the Notice to Proceed.

B. Format and Content: The Construction Manager and the A/E will provide the format for properly breaking down the Contractor’s contract value into the specific SED Project numbers.

1. Identification: Include the following project identification on the Schedule of Values:

a. Project name and location
b. Name of the Architect
c. Project number
d. Contractor's name and address
e. Date of submittal

2. Contract Value is to be broken down initially by SED Project Number.

3. Additional breakdown for Additions, Renovations, and Sitework is required for each SED Project Number if applicable.

4. Arrange the Schedule of Values in tabular form with a minimum two separate rows for each specification section assigned to the contract. One row is to be the value of labor, and the other is to be the value of material for the related specification section.

5. Round amounts to nearest whole dollar; the total shall equal the contract sum.

6. Each Prime Contractor shall have General Conditions and close out listed as line items in the Schedule of Values.

   a. General Conditions shall be broken down into the following:

      1) Bonds (2%)
      2) Insurance (3%)
      3) Mobilization (1%)
      4) Temporary Facilities (1%)
      5) Site Restoration (1%)
      6) Cleanup (5%)

   b. Closeout shall be broken down into the following:

      1) Final Cleaning (1%)
      2) As-Builts (1%)
      3) Training (1%)
      4) Operations and Maintenance Manuals (1%)
      5) Punchlist (2%)

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as reviewed and recommended by the Construction Manager, and 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 30th day of each month. The period covered by each Application for Payment is the previous month. Submit Draft copies to the Construction Manager for approval, by the 15th of the month prior to submitting final Applications for Payment to the A/E.

D. Payment-Application Forms: Use AIA Document G702 - 1992 and Continuation Sheets G703 - 1992 or similar as the form for Applications for Payment.

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. Incomplete applications will be returned 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 Construction Change Directives issued prior to the last day of the construction period covered by the application.

F. Transmittal: Submit one (1) signed and notarized original copies of each Application for Payment via email to the A/E for his/her signature. One copy shall be complete, including waivers of lien and similar attachments.

G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from the prime contractor and any subcontractors, sub-subcontractors and suppliers requested by the Construction Manager and the A/E 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. (Use Lien Waiver form included with the Documents-attachment 1).

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 following:

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. List of Long-lead items (Any product requiring more than 4 weeks to acquire.)
6. List of Contractor's staff assignments.
7. Certificates of insurance and insurance policies.
8. Performance and payment bonds.

I. Application for Payment at Substantial Completion:

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

a. Test/adjust/balance records.
b. Maintenance instructions.
c. Changeover information related to Owner's occupancy, use, operation, and maintenance.
d. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Properly settle all unsettled claims.
4. Proof that taxes, fees, and similar obligations were paid.
5. Removal of temporary facilities and services.
6. Removal of surplus materials, rubbish, and similar elements.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 29 00

SECTION 01 29 01 – PAY APPLICATION LIEN WAIVER AND RELEASE

WHEREAS, _____, hereafter called the "Undersigned", having entered into a written contract or a purchase order with Afton Central School District, 29 Academy Street, Afton, NY 13730, for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as:

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from Afton Central School District, pursuant to such contract or purchase order,

NOW THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of $_____ provided for herein, Undersigned agrees as follows:

1. Upon receiving payment from Afton Central School District, the payment to which this instrument refers, undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due or to become due from the owner for any of the materials heretofore furnished or work or labor heretofore performed or furnished by the undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charge or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the owner of the project and Afton Central School District.

2. Undersigned further says that all monies due for his work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacation, welfare funds, and similar funds and payments as well as all applicable sales or use taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below: (if none write "None") and that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to undersigned or any of the Undersigned's subcontractors or suppliers.

3. Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.

4. Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payment have been paid except as noted below: (if none write "None", If room needed please attach additional page.)

_____

_____

5. Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to Afton Central School District, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the undersigned for the said project.

6. Furthermore, undersigned hereby formally and irrevocably releases Afton Central School District, from all claims of liability to the undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delay or increased costs due to changed conditions, loss of efficiency or productivity, non-sequential work operations, delay, acceleration, suspension of work, and for any prior act, neglect or default on the part of Afton Central School District, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.

7. The undersigned further acknowledges that neither the aforesaid payment, nor acceptance by Afton Central School District, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as or constitute a release of waiver of the undersigned's obligations, undertakings or liabilities under said contract or purchase order or in any way affect or limit the same.

The Agreement shall run to the benefit of the Owner, Afton Central School District, their successors and assigns; signed and dated this _____ day of _____, 20 ___.

AMOUNT OF THIS PARTIAL/FINAL PAYMENT $_____

_____
SIGNATURE

_____
Name of Undersigned / Title

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

_____- Notary Public

END OF SECTION 01 29 01

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Project Coordination.

B. Project Conditions.

C. Field Engineering.

D. Equipment Electrical Characteristics and Components.

E. Preconstruction Meeting.

F. Site Mobilization Meeting.

G. Progress meetings.

H. Preinstallation Conference.

I. On Site Manager.

J. Job Superintendent.

K. Construction Mobilization.

L. Construction Progress Schedule.

M. Progress Photographs

N. Special Procedures.

1.2 RELATED REQUIREMENTS

A. Document 00 70 00 - General Conditions of the Contract for Construction.

B. Section 01 12 00 – Contract Summary: Stages of the Work, Work covered contract, occupancy.

C. Section 01 33 00 - Submittal Procedures.

1.3 PROJECT COORDINATION

A. Project Coordinator: Construction Manager.

B. Cooperate with the Construction Manager in all locations of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.

C. During construction, coordinate use of site and facilities through the Construction Manager.

D. Comply with Construction Manager procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of the Construction Manager for use of temporary utilities and construction facilities.

F. Coordinate field engineering and layout work under instructions of the Construction Manager.

G. Make the following types of submittals to:

1. Requests for interpretation.
2. Requests for substitution.
3. Shop drawings, product data, and samples.
4. Test and inspection reports.
5. Design data.
6. Manufacturer's instructions and field reports.
7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Requests for Information.
11. Closeout submittals.

1.4 PROJECT CONDITIONS

A. Verify utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

B. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.5 FIELD ENGINEERING

A. Employ a Land Surveyor registered in the State of New York and acceptable to the Architect/Engineer.

B. Contractor to locate and protect survey control and reference points.

C. Confirm drawing dimensions and elevations.

D. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

E. Maintain complete and accurate log of control and survey work as work progresses.

F. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

G. Promptly report to Construction Manager loss or destruction of reference point or relations required because of changes in grades or other reasons.

H. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Construction Manager.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MEETING

A. The Construction Manager will schedule a meeting after Notice of Award.

B. Attendance Required:

1. Owners Representative.
2. Construction Manager.
3. Contractor. The Project Managers and full-time Superintendents.
4. A/E Representative.

C. Agenda:

1. Execution of Owner Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Channels and procedures for communications.
5. Organizational arrangement of Contractors' forces and personnel, those of subcontractors, material suppliers, Owner, Construction Manager, and Architect/Engineers.
6. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
7. Designation of personnel representing the parties in Contract, Architect/Engineer and Construction Manager.
8. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
9. Scheduling, including sequence of critical Work.

3.2 SITE MOBILIZATION MEETING

A. The Construction Manager will schedule a meeting at the Project site prior to occupancy.

B. Attendance Required:

1. Construction Manager.
2. Owner.
3. Contractor's Superintendent.
4. Major Subcontractors.
5. A/E Representative.

C. Agenda:

1. Use of premises by the District and.
2. District's requirements and occupancy prior to completion.
3. Construction facilities and controls provided by the District.
4. Temporary utilities provided by the District.
5. Survey and building layout.
6. Security and housekeeping procedures.
7. Schedules.
8. Application for payment procedures.
9. Procedures for testing.
10. Procedures for maintaining record documents.
11. Requirements for start-up of equipment.
12. Inspection and acceptance of equipment put into service during construction period.

3.3 PROGRESS MEETINGS

A. Construction Manager will schedule and administer meetings throughout progress of the Work at weekly intervals.

B. The Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, District Representative, Architect/Engineer as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.

9. Contractor shall submit a Two Week Look Ahead form. See the attached form Two Week Look Ahead attached to the end of this section.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. The Construction Manager or designated representative shall write minutes of all meetings within a reasonable time period and distribute them to all parties present and to those on the distribution list given out at the kick off meeting. Each participant shall record their own notes for required action. Required actions shall not be contingent upon receipt of the minutes.

3.4 PREINSTALLATION CONFERENCES

A. When required in individual specification sections, convene a preinstallation conference at Project site prior to commencing Work of the specific section.

B. Require attendance of parties directly affecting, or affected by, Work of the specific Section.

C. Notify Construction Manager seven (7) calendar days in advance of conference date.

D. Contractor to prepare agenda, preside at conference, record minutes, and distribute copies within four days after conference to participants, with two copies to Construction Manager.

E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

3.5 ON SITE MANAGER

A. On-site Manager: Construction Manager.

3.6 JOB SUPERINTENDENT

A. Contractor shall provide a qualified Job Superintendent with experience in supervision of three or more projects similar in size and scope of work.

B. Job Superintendent shall be responsible for full-time field supervision, coordination of contractors' and subcontractors' work forces, and completion of the work, as required in the Contract Documents. **Contractor's full time superintendent is expected to perform supervisory and coordination activities of the contractor's own forces and subcontractors at all times. The contractor's superintendent will not be a "working" superintendent, i.e. performing any of the actual installation of the work. His sole position on the project is to monitor, coordinate and supervise the work of the contractor and the contractor's subcontractors.**

C. Contractor shall submit Job Superintendent's resume, documenting prior experience, if requested by Construction Manager.

D. Architect, Engineer, Construction Manager and Owner shall have the right to require Contractor to dismiss from the project any Superintendent whose performance is not satisfactory.

E. Contractor shall not replace the Superintendent without the consent of the Construction Manager, Architect/Engineer and/or Owner.

3.7 CONSTRUCTION MOBILIZATION

A. Contractor shall cooperate with the Construction Manager in allocation of mobilization areas of site for sheds, for access, traffic, and parking facilities.

B. During construction, Contractor shall coordinate use of site and facilities through the Construction Manager.

C. Contractor shall comply with procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and resolution of ambiguities and conflicts as established at Pre-Construction Meeting.

3.8 CONSTRUCTION PROGRESS SCHEDULE

A. The Contractor will prepare a coordinated computerized Original Baseline Schedule based on the schedule input of the Prime Contractors. Each Prime Contractor shall designate a representative to be responsible for the CPM scheduling functions relative to their contract. The Contractor's representative shall have direct project control and complete authority to act on the behalf of the Prime Contractor in fulfilling the requirements of this specification section and such authority shall be continuous throughout the duration of the project.

B. Within fourteen (14) calendar days after the Notice to Proceed, the Contractor shall prepare the Contract Schedule. The List of Activities shall be a comprehensive inventory of all work activities that will comprise the Contractor's work on the project. This shall include all contract times, the project start and finish dates, submission and approval of all project deliverables, all required tasks in the procurement cycle (submission of submittals, approvals, fabrication, delivery to the site), all construction work tasks, project closeout tasks including punch list and equipment testing, and all tasks required for the final acceptance of the work.

C. The Contractor will produce an Integrated Baseline Schedule.

D. The Baseline Schedule will be used as the basis to monitor schedule progress. At the end of each calendar month, the Contractor will review the Integrated Baseline Schedule with the Construction Manager.

E. Submit updated schedule with each Application for Payment.

3.9 PROGRESS PHOTOGRAPHS

A. Take photographs as evidence of existing project conditions prior to removals of areas that require re-installation of existing materials, devices, equipment, etc. This will become record documents for any pre-existing deformations, deterioration, or damaged items.

3.10 COORDINATION DRAWINGS

A. Not Required

3.11 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. RFI Forms:.

1. Attachments shall be electronic files in PDF format.

C. Architect/Engineer's and Construction Manager Action: Architect/Engineer and Construction Manager will review each RFI, determine action required, and respond. Allow three (3) days for Architect's response for each RFI. RFIs received by Architect/Engineer and Construction Manager after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor's means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Architect/Engineer's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect/Engineer's time for response will date from time of receipt by Architect/Engineer and Construction Manager of additional information.

3. Architect/Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect/Engineer and Construction Manager in writing within (5) days of receipt of the RFI response.

D. On receipt of Architect/Engineer's and Construction Manager action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within (5) days if Contractor disagrees with response.

3.12 SPECIAL PROCEDURES

A. Materials: As specified in product Sections; match existing products and work for patching and extending work.

B. Employ skilled and experienced installers to perform work.

C. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.

D. Refinish visible existing surfaces to remain to specified condition for each material, with a neat transition to adjacent finishes.

E. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.

F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Construction Manager.

G. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Construction Manager review. Request instructions from Construction Manager.

H. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.

I. Finish surfaces as specified in individual product Sections.

END OF SECTION 01 30 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

A. Submittal procedures

B. Proposed products list

C. Shop drawings

D. Product data

E. Samples

F. Certificates

G. Manufacturers' instructions

H. Manufacturers' field reports

I. Erection drawings

J. Coordination Drawings

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with standard submittal form, shown at the end of this Section.

B. Sequentially number the transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and deliver to Project Coordinator at business address. Coordinate submission of related items.

F. For each submittal review, allow seven (7) days excluding delivery time to and from Contractor.

G. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work. Note, if the deviations or variations of the product or system from the Contract Documents are not clearly denoted on the submittal and the A/E reviews and approves the submittal, and it is determined that the provided product or system does not meet the specified intent of the project, the A/E may require the

Contractor to remove the provided product or system and replace it with the specified product or system at no cost to the Owner.

H. Allow space on submittals for Contractor and Architect/Engineer review stamps.

I. When revised for resubmission, identify changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

L. All Prime Contractors shall submit a comprehensive Submittal Schedule containing a detailed outline of all required project submittals, indicating a schedule date of submission. The flow pattern of submittal milestones in the Submittal Schedule shall conform in sequential logic so as to coordinate directly with the overall Project Schedule. All long lead items shall be identified with projected durations for fabrication, manufacturing, and delivery to the site following approval of the product.

1.3 PROPOSED PRODUCTS LIST

A. Within 15 calendar days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.4 SHOP DRAWINGS

A. Product Data: Submit to the Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 33 00.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service or functional equipment and appliances.

C. Submit three (3) opaque reproductions, which will be retained by Project Coordinator, plus one (1) reproducible transparency, which will be returned to the Contractor.

D. After review, distribute in accordance with SUBMITTAL PROCEDURES article above and provide copies for Record Documents described in Section 01 33 00 - Execution Requirements.

1.5 PRODUCT DATA

A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 33 00.

B. Submit one (1) copy electronically. one (1) copy will be returned to the Contractor electronically.

C. Submit one (1) copy of Material Safety Data Sheet for all products used on the project electronically, Copy will be retained by the Construction Manager.

D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

E. After review, distribute in accordance with SUBMITTAL PROCEDURES article above and provide copies for Record Documents described in Section 01 33 00 - Execution Requirements.

1.6 SAMPLES

A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 33 00.

B. Samples for Selection as Specified in Product Sections:

1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
2. Submit samples of finishes from full range of manufacturers' colors, textures, and patterns for Architect/Engineer selection.
3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article for record documents purposes described in Section 01 33 00.

C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

D. Include identification on each sample, with full Project information.

E. Submit the number or samples specified in individual specification Sections, two (2) of which will be retained by Project Coordinator.

F. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in specification section.

1.7 DELEGATED-DESIGN SERVICES

A. Not required.

1.8 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.9 MANUFACTURERS' FIELD REPORTS

A. Submit reports for Construction Manager’s benefit as contract administrator or for Owner.

B. Submit report in duplicate within thirty (30) days of observation to Construction Manager for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to Construction Manager for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product but must be acceptable to Project Coordinator and Architect/Engineer.

1.11 ERECTION DRAWINGS

A. Not required.

1.12 COORDINATION DRAWINGS

A. Not required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 33 00

Highland Associates / Schoolhouse Construction Services

AFTON CENTRAL SCHOOL DISTRICT CAPITAL PROJECT
SUBMITTAL COVER SHEET

From: _____ **Attn:** _____ Schoolhouse Construction

Company: _____

Phone #: _____ _____ Highland Associates

Reference: CSI CODE _____

PARAGRAPH _____

DWG NO. _____

OTHER _____

Description: _____

_____

_____

Supplier: _____

Manufacturer: _____

Item Type: _____ Product Data _____ Manf. Cert/Warranty _____ Shop Drawings _____ Samples

_____ Other _____

Contractor's Approval:

_____ Reviewed for general compliance of Specifications

_____ This submittal is as specified

_____ This submittal is an equivalent to the Specified product

_____ For Architects/Engineers Approval

_____ MEP Coordination

This is our _____ Submittal for this item

_____ Copies

Submitted by: _____

Date: _____

CM Review:

By: _____

Date: _____

Comments:

A/E Review:

Comments:

SECTION 01 35 26 – UNIFORM SAFETY STANDARDS 8 NYCRR 155.5

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes

1. Requirements included in 8 NYCRR 155.5 Uniform Safety Standards for School Construction and Maintenance Projects.

1.2 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

A. Each Prime Contractor shall provide all measures, including (but not limited to) materials, equipment, and procedures, required to comply with following requirements of 8 NYCRR 155.5 Uniform Safety Standards for School Construction and Maintenance Projects.

B. Certificate of Occupancy:

1. 8 NYCRR 155.5 (a): "The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy."

C. General Safety and Security for Construction Projects.

1. 8 NYCRR 155.5 (e)(1): “All construction materials shall be stored in a safe and secure manner.”

2. 8 NYCRR 155.5 (e)(2): “Fences around construction supplies or debris shall be maintained.”

3. 8 NYCRR 155.5 (e)(3): “Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.”

4. 8 NYCRR 155.5 (e)(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. 8 NYCRR 155.5 (e)(5): “Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites."

6. All construction, reconstruction and Renovation work shall be performed in a manner to protect the workers and public from injury. Adjoining property and structures shall be protected from damage at all times by the Contractor(s).

D. Separation of Construction Areas from Occupied Spaces

1. 8 NYCRR 155.5 (f): "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."

2. 8 NYCRR 155.5 (f)(1): "A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff."

E. Cleaning Occupied Areas

1. 8 NYCRR 155.5 (f)(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."

2. 8 NYCRR 155.5 (f)(3): "All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session."

F. Exiting and Ventilation

1. 8 NYCRR 155.5(g): "Maintain exiting and ventilation during school construction projects."

   a. 8 NYCRR 155.5(g)(1): "Required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times." Ensure there are no dead end conditions or corridor pockets greater than 1 1/2 x the corridor or pocket width.

   b. 8 NYCRR 155.5(g)(2): "Required ventilation to occupied spaces affected by construction will be maintained during the project."

G. Noise Control

1. 8 NYCRR 155.5 (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."

H. Control of Fumes, Gases and Contaminates

1. 8 NYCRR 155.5 (j): The contractor shall be responsible for the control of chemical fumes, gases, and other contaminates 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. "Off-Gassing" of Volatile Organic Compounds

1. 8 NYCRR 155.5 (j)(1): The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.

J. Asbestos Isolation

1. 8 NYCRR 155.5 (k): "Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied". Note, it is NYSED interpretation that the term "building", as referenced in this section of 8NYCRR 155.5, 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. Lead and Asbestos Testing

1. 8 NYCRR 155.5 (c)(1): "All school areas to be disturbed during renovation or demolition shall be tested for lead and asbestos."

a. Asbestos and Asbestos-Containing Materials

(1) Each Prime Contractor is advised that asbestos and asbestos-containing materials are required to be abated as part of this project.

(a) The extent of asbestos to be abated as part of the Project is clearly indicated on drawings included in the Contract Documents.

(b) Prior to beginning Work of their Prime Contract, each Prime Contractor shall review Owner's "Asbestos Management Plan" to ensure asbestos or asbestos-containing materials identified in that document are not disturbed. Contact Owner's Representative identified in Instructions to Bidders for access to Owner's "Asbestos Management Plan".

(2) Each Prime Contractor is advised that if materials suspected to be asbestos, or to contain asbestos, that are not included in the Project and not identified in the Contract Documents are encountered during construction, he shall immediately notify Owner and take precautions as required to avoid disturbing materials until directed by Owner.

b. Lead and Lead-Containing Materials

(1) Lead Based paint: Lead based paint survey has been conducted. No lead based paint has been identified as being applied to building components that are to be

selectively demolished. Lead based paint testing has been performed and a report is on file and available for review and use. It is the Contractor's responsibility to become familiar with areas that may contain lead based paint and to communicate the presence of lead based paint to all employees.

L. Code Rule 56

1. 8NYCRR 155.5(k): "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 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."

M. Lead

1. 8 NYCRR 155.5 (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.

   a. Each Prime Contractor is advised that lead and lead-containing materials are required to be disturbed or removed as part of this project. R

      (1) The extent of lead to be disturbed or removed as part of the project is clearly indicated on Drawings included in the Contract Documents.

   b. Each Prime Contractor remains responsible for complying with requirements of all applicable federal, state and local regulations, including (but not limited to) OSHA Lead in Construction Standard 29 CFR1926.62, when construction activities involve disturbance of materials containing 1.0 mg/sq.cm or 0.5% of lead or less, including (but not limited to) lead-based paint, ceramic tile, and similar materials.

   c. If materials suspected to contain lead above 1.0 mg/sq.cm or above 0.5% that are not included in Project or identified in Contract Documents are encountered during construction, each Prime Contractor shall immediately notify Owner and take applicable precautions to avoid disturbing materials until directed by Owner.

N. Disposal of Lead Abatement Waste

1. Test all debris from lead abatement activities to determine whether it is hazardous or non-hazardous waste.
2. Transport and dispose of debris determined to be hazardous waste in accordance with applicable regulations.
3. Package, label, and mark all hazardous waste materials in accordance with applicable requirements of 49 CFR 173, 178 and 179.

4. Maintain hazardous waste manifest from date of transport until date of disposal, destruction or recycling.

5. Return fully executed hazardous waste manifests to Owner within 60 days after date waste accepted by initial transporter.
6. Dispose of material determined to be Construction and Demolition Debris in accordance with 6 NYCRR 360 and 364. Provide trip tickets or other documentation clearly identifying generating site, Owner, transporter, disposal site and amount of material removed from site, transported to and disposed of at disposal site.

O. CB (Polychlorinated Biphenyl:

1. (PCB) Polychlorinated Biphenyl: A PCB survey has been conducted. No building components that are to be selectively demolished have been identified as containing PCBs.

a. If found to be present, PCB contaminated window and door sealants shall be removed and disposed of in accordance with U.S. E.P.A. Toxic Substances Control Act 40 CFR 761. Disposal of contaminated material shall also conform to the NYSDEC solid waste regulations (6NYCRR Part 360) if concentrations are less than 50 ppm and in accordance with (6NYCRR370-373 if concentrations are 50 ppm or greater. PCB sampling has been performed and a copy of the test reports for contaminated materials is available for review. It is the contractor's responsibility to become familiar with areas contaminated with PCB and to communicate the presence of contaminated materials to all employees. Should a material suspected of being contaminated by PCB, but not identified within the report be encountered, do not disturb the suspect material, and immediately notify the Construction Manager.

P. POST CONSTRUCTION INSPECTION

1. Each Contractor is advised that the School District shall be provided the opportunity for a walk-through inspection by the School District's health and safety committee members to confirm building safety during construction and that the area is ready to be reopened for occupancy.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION 01 35 26

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Responsibilities

B. Quality control and control of installation

C. Tolerances

D. References

E. Mock-up requirements

F. Testing and inspection services

G. Manufacturers' field services

H. Examination

I. Preparation

1.2 RESPONSIBILITIES

A. Contractor Responsibilities: Unless, otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests and other quality control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.

1. Where individual Sections specifically indicate that certain inspections, test and other quality control services are the Contractor’s responsibility, the Contractor shall employ and pay for a qualified independent testing agency to perform those services. Costs for these services are included in the Contract Sum.

2. Where individual Sections specifically indicate that certain inspections, tests and other quality control services are the Owner's responsibility, the Owner will employ and pay for a qualified independent testing agency to perform those services.

a. Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.

B. Retesting: The Contractor is responsible for re-testing where results of inspections, tests of other quality control services prove unsatisfactory and indicate noncompliance with Contract Document requirements.

1. The cost of re-testing construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

C. Associated Services: Cooperate with agencies performing required inspections, tests and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:

1. Provide access to the Work.
2. Furnish incidental labor and facilities necessary to facilitate inspection and tests
3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
4. Provide facilities for storage and curing of test samples.
5. Deliver sampled to testing laboratories.
6. Provide the agency with a preliminary design mix proposed for use for material mixes that require control by a testing agency.
7. Provide security and protection of samples and test equipment at the Project site.

D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Sections shall cooperate with the Construction Manager, Architect and the Contractor in performance of the Agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Construction Manager, Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents of approve or accept any portion of the Work.
2. The agency shall not perform any duties of the Contractor.

E. Coordination: The Construction Manager will coordinate the sequence of activities to accommodate required services with a minimum of delay.

1.3 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Contractor shall comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, Contractor shall request clarification from A/E before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work of each contract shall be performed by persons qualified to produce required and specified quality.

F. Contractor shall verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

A. Contractor shall monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Contractor shall comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from A/E before proceeding.

C. Contractor shall adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, Contractor shall comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Contractor shall conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.

C. Contractor shall obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents Contractor shall, request clarification from A/E before proceeding.

E. Neither contractual relationships, duties nor responsibilities of parties in Contract nor those of Construction Manager shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.6 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.

B. Contractor shall assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mock-ups shall be comparison standard for remaining Work.

D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Construction Manager.

1.7 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for services of an independent firm to perform testing and inspection in addition to those provided by the contractors.

B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Construction Manager.

1. Laboratory: Authorized to operate in State of New York.
2. Laboratory Staff: Maintain full time staff to review services.
3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Construction Manager.

D. Reports will be submitted by independent firm to Construction Manager (2), Architect/Engineer (1) and Contractor (1), indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. Contractor shall cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Owner’s Representative and independent firm 48 hours prior to expected time for operations requiring services.
2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

G. Agency Responsibilities:

1. Test samples of mixes submitted by Contractor.
2. Provide qualified personnel at site. Cooperate with Construction Manager and Contractor in performance of services.
3. Perform specified sampling and testing of products in accordance with specified standards.

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
5. Promptly notify Construction Manager and Contractor of observed irregularities or non-conformance of Work or products.
6. Perform additional tests required by Architect/Engineer.
7. Attend preconstruction meetings and progress meetings if necessary.

H. Agency Reports: After each test, promptly submit reports to Construction Manager (2), Architect (1) and Contractor (1). When requested by Owner's Representative, provide interpretation of test results. Include the following:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and specifications section.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

I. Limits On Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, Contractor shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, and test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Contractor shall submit qualifications of observer to Construction Manager 30 days in advance of required observations.

C. Contractor shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01 33 00 -Submittal Procedures, Manufacturer's Field Reports.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Contractor shall verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means Contractor acceptance of existing conditions.

B. Contractor shall verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Contractor shall examine and verify specific conditions described in individual specification sections.

D. Contractor shall verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Contractor shall clean substrate surfaces prior to applying next material or substance.

B. Contractor shall seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and return substrates and finishes. Comply with Contract Document requirements.

B. Protect construction exposed by or for quality control service activities, and protect repaired construction.

C. Repair and protection is Contractor’s responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

3.4 SPECIAL INSPECTIONS

A. Reference Section 00 99 00 for Special Inspections required.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms, including "requested," "authorized," "selected," "required," and "permitted," have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms, including "shown," "noted," "scheduled," and "specified," have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations, List: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; (see FGIA).
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; www.concrete.org.
9. ACP - American Clean Power; (Formerly: American Wind Energy Association); www.cleanpower.org.
10. ACPA - American Concrete Pipe Association; www.concretepipe.org.
11. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
12. AF&PA - American Forest & Paper Association; www.afandpa.org.
13. AGA - American Gas Association; www.aga.org.
14. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
15. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
16. AI - Asphalt Institute; www.asphaltinstitute.org.
17. AIA - American Institute of Architects (The); www.aia.org.
18. AISC - American Institute of Steel Construction; www.aisc.org.
19. AISI - American Iron and Steel Institute; www.steel.org.
20. AITC - American Institute of Timber Construction; (see PLIB).
21. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.

22. AMPP - Association for Materials Protection and Performance; www.ampp.org.
23. ANSI - American National Standards Institute; www.ansi.org.
24. AOSA/SCST - Association of Official Seed Analysts (The)/Society of Commercial Seed Technologists (The); www.analyzeseeds.com.
25. APA - APA - The Engineered Wood Association; www.apawood.org.
26. APA - Architectural Precast Association; www.archprecast.org.
27. API - American Petroleum Institute; www.api.org.
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASA - Acoustical Society of America; www.acousticalsociety.org.
30. ASCE - American Society of Civil Engineers; www.asce.org.
31. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (see ASCE).
32. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
33. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
34. ASSE - ASSE International; (American Society of Sanitary Engineering); www.asse-plumbing.org.
35. ASSP - American Society of Safety Professionals; www.assp.org.
36. ASTM - ASTM International; www.astm.org.
37. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
38. AVIXA - Audiovisual and Integrated Experience Association; www.avixa.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - Business and Institutional Furniture Manufacturer's Association; www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; www.bwfbadminton.com.
50. CARB - California Air Resources Board; www.arb.ca.gov.
51. CDA - Copper Development Association Inc.; www.copper.org.
52. CE - Conformite Europeenne (European Commission); www.ec.europa.eu/growth/single-market/ce-marking.
53. CEA - Canadian Electricity Association; www.electricity.ca.
54. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
55. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
56. CGA - Compressed Gas Association; www.cganet.com.
57. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
58. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
59. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
60. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
61. CPA - Composite Panel Association; www.compositepanel.org.

62. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
63. CRRC - Cool Roof Rating Council; www.coolroofs.org.
64. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
65. CSA - CSA Group; www.csagroup.org.
66. CSI - Cast Stone Institute; www.caststone.org.
67. CSI - Construction Specifications Institute (The); www.csiresources.org.
68. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
69. CTA - Consumer Technology Association; www.cta.tech.
70. CTI - Cooling Technology Institute; www.coolingtechnology.org.
71. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
72. DHA - Decorative Hardwoods Association; www.decorativehardwoods.org.
73. DHI - Door and Hardware Institute; www.dhi.org.
74. ECIA - Electronic Components Industry Association; www.ecianow.org.
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. EOS/ESD - EOS/ESD Association, Inc.; Electrostatic Discharge Association; www.esda.org.
78. ESTA - Entertainment Services and Technology Association; www.esta.org.
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FGIA - Fenestration and Glazing Industry Alliance; https://fgiaonline.org.
82. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
83. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
84. FM Approvals - FM Approvals LLC; www.fmapprovals.com.
85. FM Global - FM Global; www.fmglobal.com.
86. FRSA - Florida Roofing and Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
87. FSA - Fluid Sealing Association; www.fluidsealing.com.
88. FSC - Forest Stewardship Council U.S.; www.fscus.org.
89. GA - Gypsum Association; www.gypsum.org.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HMMA - Hollow Metal Manufacturers Association; (see NAAMM).
93. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
94. IAS - International Accreditation Service; www.iasonline.org.
95. ICC - International Code Council; www.iccsafe.org.
96. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
97. ICPA - International Cast Polymer Association (The); www.theicpa.com.
98. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
99. IEC - International Electrotechnical Commission; www.iec.ch.
100. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
101. IES - Illuminating Engineering Society; www.ies.org.
102. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
103. IGMA - Insulating Glass Manufacturers Alliance; (see FGIA).
104. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
105. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
106. Intertek - Intertek Group; www.intertek.com.

107. ISA - International Society of Automation (The); www.isa.org.
108. ISFA - International Surface Fabricators Association; www.isfanow.org.
109. ISO - International Organization for Standardization; www.iso.org.
110. ITU - International Telecommunication Union; www.itu.int.
111. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
112. LPI - Lightning Protection Institute; www.lightning.org.
113. MBMA - Metal Building Manufacturers Association; www.mbma.com.
114. MCA - Metal Construction Association; www.metalconstruction.org.
115. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
116. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
117. MHI - Material Handling Industry; www.mhi.org.
118. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
119. MPI - Master Painters Institute; www.paintinfo.com.
120. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry, Inc.; www.msshq.org.
121. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
122. NACE - NACE International; (National Association of Corrosion Engineers International); (see AMPP).
123. NADCA - National Air Duct Cleaners Association; www.nadca.com.
124. NAIMA - North American Insulation Manufacturers Association; www.insulationinstitute.org.
125. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
126. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
127. NBI - New Buildings Institute; www.newbuildings.org.
128. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
129. NCMA - National Concrete Masonry Association; www.ncma.org.
130. NEBB - National Environmental Balancing Bureau; www.nebb.org.
131. NECA - National Electrical Contractors Association; www.necanet.org.
132. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
133. NEMA - National Electrical Manufacturers Association; www.nema.org.
134. NETA - InterNational Electrical Testing Association; www.netaworld.org.
135. NFHS - National Federation of State High School Associations; www.nfhs.org.
136. NFPA - National Fire Protection Association; www.nfpa.org.
137. NFPA - NFPA International; (see NFPA).
138. NFRC - National Fenestration Rating Council; www.nfrc.org.
139. NGA - National Glass Association; www.glass.org.
140. NHLA - National Hardwood Lumber Association; www.nhla.com.
141. NLGA - National Lumber Grades Authority; www.nlga.org.
142. NOFMA - National Oak Flooring Manufacturers Association; (see NWFA).
143. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
144. NRCA - National Roofing Contractors Association; www.nrca.net.
145. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
146. NSF - NSF International; www.nsf.org.
147. NSI - Natural Stone Institute; www.naturalstoneinstitute.org.
148. NSPE - National Society of Professional Engineers; www.nspe.org.
149. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
150. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.

151. NWFA - National Wood Flooring Association; www.nwfa.org.
152. NWRA - National Waste & Recycling Association; www.wasterecycling.org.
153. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
154. PDI - Plumbing & Drainage Institute; www.pdionline.org.
155. PLASA - PLASA; www.plasa.org.
156. PLIB - Pacific Lumber Inspection Bureau; www.plib.org.
157. PVCPA - Uni-Bell PVC Pipe Association; www.uni-bell.org.
158. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
159. RFCI - Resilient Floor Covering Institute; www.rfci.com.
160. RIS - Redwood Inspection Service; (see WWPA).
161. SAE - SAE International; www.sae.org.
162. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
163. SDI - Steel Deck Institute; www.sdi.org.
164. SDI - Steel Door Institute; www.steeldoor.org.
165. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (see ASCE).
167. SIA - Security Industry Association; www.securityindustry.org.
168. SJI - Steel Joist Institute; www.steeljoist.org.
169. SMA - Screen Manufacturers Association; www.smainfo.org.
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
171. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
172. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
173. SPIB - Southern Pine Inspection Bureau; www.spib.org.
174. SPRI - Single Ply Roofing Industry; www.spri.org.
175. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
176. SSINA - Specialty Steel Industry of North America; www.ssina.com.
177. SSPC - SSPC: The Society for Protective Coatings; (see AMPP).
178. STI/SPFA - Steel Tank Institute/Steel Plate Fabricators Association; www.steeltank.com.
179. SWI - Steel Window Institute; www.steelwindows.com.
180. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
181. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
182. TCNA - Tile Council of North America, Inc.; www.tcnatile.com.
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.kbcdco.tema.org.
184. TIA - Telecommunications Industry Association (The); www.tiaonline.org.
185. TMS - The Masonry Society; www.masonrysociety.org.
186. TPI - Truss Plate Institute; www.tpinst.org.
187. TPI - Turfgrass Producers International; www.turfgrasssod.org.
188. TRI - Tile Roofing Industry Alliance; www.tileroofing.org.
189. UL - Underwriters Laboratories Inc.; www.ul.org.
190. UL LLC - UL LLC; www.ul.com.
191. USAV - USA Volleyball; www.usavolleyball.org.
192. USGBC - U.S. Green Building Council; www.usgbc.org.
193. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
194. WA - Wallcoverings Association; www.wallcoverings.org.
195. WCLIB - West Coast Lumber Inspection Bureau; (see PLIB).
196. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
197. WDMA - Window & Door Manufacturers Association; www.wdma.com.

198. WI - Woodwork Institute; www.woodworkinstitute.com.
199. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
200. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. CPSC - U.S. Consumer Product Safety Commission; www.cpsc.gov.
2. DOC - U.S. Department of Commerce; www.commerce.gov.
3. DOD - U.S. Department of Defense; www.defense.gov.
4. DOE - U.S. Department of Energy; www.energy.gov.
5. DOJ - U.S. Department of Justice; www.ojp.usdoj.gov
6. DOS - U.S. Department of State; www.state.gov.
7. EPA - United States Environmental Protection Agency; www.epa.gov.
8. FAA - Federal Aviation Administration; www.faa.gov.
9. GPO - U.S. Government Publishing Office; www.gpo.gov.
10. GSA - U.S. General Services Administration; www.gsa.gov.
11. HUD - U.S. Department of Housing and Urban Development; www.hud.gov.
12. LBNL - Lawrence Berkeley National Laboratory; Energy Technologies Area; www.lbl.gov/.
13. NIST - National Institute of Standards and Technology; www.nist.gov.
14. OSHA - Occupational Safety & Health Administration; www.osha.gov.
15. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
16. USACE - U.S. Army Corps of Engineers; www.usace.army.mil.
17. USDA - U.S. Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
18. USDA - U.S. Department of Agriculture; Rural Utilities Service; www.usda.gov.
19. USP - U.S. Pharmacopeial Convention; www.usp.org.
20. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from U.S. Government Publishing Office; www.govinfo.gov.

2. DOD - U.S. Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
3. DSCC - Defense Supply Center Columbus; (see FS).
4. FED-STD - Federal Standard; (see FS).
5. FS - Federal Specification; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from U.S. General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.

6. MILSPEC - Military Specification and Standards; (see DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (see USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. BEARHFTI; California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; (see BHGS).
2. BHGS; State of California Bureau of Household Goods and Services; (Formerly: California Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation); www.bhgs.dca.ca.gov.
3. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.oal.ca.gov/publications/ccr/.
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; https://tfsweb.tamu.edu/.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 10

SECTION 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services performed by the Contractor through their Contractor Quality Control Plan.

B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor or its agents or sub-contractors.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

E. Related Sections include the following:

1. Division 1 Section "Alteration Project Procedures" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
2. Division 1 Section "Submittals" specifies requirements for development of a schedule of required tests and inspections.

1.2 RESPONSIBILITIES

A. Contractor is responsible for the quality control of the project and shall establish and maintain an effective Quality Control Plan to ensure their work complies with the requirements of the Contract Documents. The quality control program shall be included in the cost of the bid.

B. Contractor Responsibilities: Owner will employ and pay for services of an independent firm to perform testing and inspection. Contractors is responsible of notifying Construction Manager forty-eight (48) hours in advance for required testing services.

C. Retesting: the Contractor is responsible for re-testing where results of inspections, tests of other quality control services prove unsatisfactory and indicate noncompliance with Contract Document requirements.

1. The cost of re-testing construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

1.3 QUALITY ASSURANCE

A. Qualifications of Manufacturers: As indicated in individual sections.

1. Where no specific qualifications are specified, use only experienced manufacturers.
2. Where qualifications are required to be submitted but no specific qualifications are specified, use only experienced manufacturers.
3. The term "experienced," unless otherwise indicated, means having 5 years of successful production of products similar to those to be used on this project.

B. Qualifications of Installers: As indicated in individual sections.

1. Where no specific qualifications are specified, use only experienced installers.
2. Where qualifications are required to be submitted but no specific qualifications are specified, use only experienced installers.
3. The term "experienced," unless otherwise indicated, means having satisfactorily completed similar work on 10 projects of similar scope and complying with applicable requirements of governing authorities.

C. Qualifications of Design Engineering Personnel: As indicated in individual sections; if not indicated, provide services of a professional engineer licensed in the State of New York.

D. Qualifications of Manufacturers' Field Personnel: Employed directly by the manufacturer and normally performing the activities specified.

1.4 SEQUENCING AND SCHEDULING

A. Schedule for Quality Control Activities: Prepare a schedule for quality control activities required. Submit as part of the Contractor’s construction schedule.

1. Provide the following information for each activity:

a. Specification section number.
b. Description of activity.
c. Starting time of activity.
d. Elapsed time required for activity.
e. The date that the work will be ready for the Owner's testing agency access.
f. Entity responsible.

2. Distribute to:

a. The Construction Manager.

B. Coordinate quality control activities to avoid delay and to make it unnecessary to uncover work for testing or inspection.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL

A. Provide work of the specified quality; where quality level is not indicated, provide work of quality customary in similar types of work.

1. Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.
2. Where two or more quality provisions of the contract documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the Architect before proceeding.

B. Where the Contractor is required to complete the design, use accepted methods and procedures resulting in work of the specified quality.

C. Control products, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality.

D. Comply with manufacturers' instructions and recommendations.

1. Keep a record of instructions and recommendations which supplement or conflict with the manufacturer's written instructions.
2. When manufacturers' instructions and recommendations conflict with the contract documents, obtain clarification from the Architect before proceeding.

E. Use installers who are capable of producing work of the specified quality.

F. Perform all quality control activities specified unless indicated to be performed by other entities.

3.2 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Alteration Project Procedures."

B. Protect construction exposed by or for quality-control service activities and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

3.3 CONTRACTOR QUALITY CONTROL PLAN

A. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Construction Manager will consider an interim plan for the first 15 days of

operation. Construction will be permitted to begin only after acceptance of the Contractor Quality Control (CQC) Plan or acceptance of an interim plan applicable to the particular features of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started. The Quality Control Plan must be submitted immediately upon award of the contract.

B. The content of the CQC Plan shall include as a minimum, the following, to cover all construction operations, both on and off site including work by subcontractors, fabricators, and supplier's and purchasing agents.

1. A description of the Quality Control organization including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The Contractor organization shall include a CQC Manager who shall report to the Project Manager or someone higher in the contractor's organization.
2. The name, qualifications (in resume format), duties, responsibilities, and authority of each person assigned CQC function.
3. Procedures for the evaluation of work in place on a daily basis. Identify area, floor, column lines, scheduled tolerances, and installed tolerances.
4. A letter generated by an authorized official of the Contractor organization, which describes the responsibilities and delegated such efficient authorities to adequately perform the functions of the CQC Manager. The CQC Manager shall issue letters of direction to all other various Quality Control Representatives outlining duties, authorities, and responsibilities.
5. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off site fabricators, suppliers, and purchasing agents.
6. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring the test, feature of work to be tested, test frequency, and person responsible for each test.
7. Procedures for tracking preparatory, initial, and follow up Control Phase and Control Verification, and acceptance test's including documentation.
8. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
9. Quality Control report is to be submitted monthly, concurrently with the Application for Payment.
10. Reporting procedures, including proposed reporting forms, and a list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. Although each section of the specification may generally be considered as a definable feature of work. There is frequently more work than one definable feature under a particular section.

3.4 ACCEPTANCE OF PLAN

A. Acceptance by the Construction Manager of the Contractor's Plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction.

3.5 MODIFICATION OF CHANGES

A. After acceptance of the Quality Control Plan, the Contractor shall notify the Construction Manager in writing a minimum of five (5) working days prior to any proposed change. The Contractor shall meet with the Construction Manager or authorized representative and discuss the Contractor Quality Control system. During the meeting a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, and administration of the system for both on site and off site work. Minutes of the meeting shall be prepared by the Construction Manager and signed by both the Construction Manager and the Contractor. The meeting minutes shall then become part of the contract documents.

3.6 QUALITY CONTROL ORGANIZATION

A. CQC System Organization: The Contractor shall identify an individual within the organization who shall be responsible for overall management of CQC and have the authority to act on all matters for the Contractor. An alternate for the CQC system management will be identified in the plan to serve in the event of the QC Manager's absence.

B. CQC Staff: The following are the minimum requirements for the CQC staff. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work. When necessary for a proper CQC organization the Contractor will add additional staff at no cost to the Owner / Architect. This listing of the minimum staff in no way relieves the Contractor of meeting the basic requirements of Quality Construction in accordance with contract requirements.

C. CQC Manager: The CQC Manager shall be an experienced construction person with a minimum of five (5) years' experience in related work. The CQC Manager shall be assigned as System Manager but may have duties as Project Superintendent in addition to Quality Control.

D. Supplemental Personnel: A staff shall be maintained under the direction of the CQC Manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties but must be fully qualified by experience and technical training to perform their assigned QC responsibilities. The staff must also be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

E. QC Organization Changes: The Contractor shall notify the Construction Manager in writing before replacing any member of the CQC staff. Requests shall include the name, qualifications, duties, and responsibilities of each proposed replacement.

F. Submittals: Submittals shall be made in accordance with section 01 33 00 "Submittal Procedures". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract documents.

G. Control: Contractor Quality Control is the means by which the Contractor ensures the construction, to include that the subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both

on site and off site fabrication and will be keyed to the proposed construction schedule. The control shall include at least three phases of control to be completed by the CQC Manager for all definable features of work as follows.

3.7 PREPARATORY PHASE

A. This phase shall be performed prior to beginning work on each definable feature of work and shall include:

1. A review of each paragraph of applicable specifications.
2. A review of the contract plans.
3. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
4. A check to assure that provisions have been made to provide required control inspection and testing.
5. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
6. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
7. Reviews of the appropriate activity hazard analysis to assure safety requirements are met.
8. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerance and workmanship standards for that phase of work.
9. A meeting conducted by the CQC Manager and attended by the Superintendent / Foremen and applicable CQC personnel responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC Manager and attached to the daily QC report.

3.8 INITIAL PHASE

A. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of preliminary work, to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
2. Verification of full contract compliance. Verify required control inspection and testing.
3. Establish a level of workmanship and verify that it meets minimum acceptable workmanship standards. Comparison with sample panels is appropriate.
4. Resolve all differences.
5. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. The Construction Manager shall be notified at least 24 hours in advance of beginning the initial phase. Separate meeting minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of the initial phase shall be indicated for future reference and comparison with follow up phases.
7. The initial phase should be repeated for each new crew to work on site, or any time acceptable specified quality standards are not met.

3.9 FOLLOW-UP PHASE

A. Daily checks and reporting shall be performed by the Contractor to assure continuing compliance with contract requirements, including control testing until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work.

3.10 ADDITIONAL PREPARATORY AND INITIAL PHASES

A. Additional preparatory and initial phase are to be conducted on the same definable features of work as determined by the Construction Manager if the quality of work, on-going, is on acceptable as if work on a definable feature is resumed after a substantial period of inactivity or if other problems develop.

3.11 COMPLETION INSPECTION

A. At the completion of all work or any, increment thereof established by a completion time stated in the Specification section of the solicitation, entitled or stated elsewhere in the specifications. The CQC system manager shall conduct an inspection of the work and develop a “Punch List” of items, which do not conform to approved plans and specifications. Such a list of deficiencies shall be included in that CQC documentation and shall include the estimated date by which the deficiencies will be corrected and so notify the Construction Manager.

3.12 DOCUMENTATION

A. The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be submitted on a monthly basis. These records shall be on an acceptable form to the Construction Manager and shall include factual evidence that required Quality Control activities and/or tests have been performed, including but not limited to the following:

1. Contractor / Subcontractor compliance with the contract documents.
2. Work performed daily, giving location, description, and by whom. Inspections, test and/or control activities performed with results and referenced to specifications / plan requirements. The control phase should be identified (Preparatory, Initial, and Follow-up). List deficiencies noted along with corrective action.

3.13 MODIFICATION OF NON-COMPLIANCE

A. The Construction Manager will notify the Contractor of detected non-compliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Construction Manager may invoke District remedies including an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time

lost due to deficiency reporting or stop orders shall be the subject of claim for extension of time or for extra cost or damage by the Contractor. Progress payments shall not be approved nor processed until such time that the deficiency has been corrected to the satisfaction of the architect.

END OF SECTION 01 45 00

SECTION 01 45 33 - CODE-REQUIRED SPECIAL INSPECTIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. The drawings and specification are complimentary. What shall be required by one, shall be binding as if required by both. In the event of a conflict, the Contractor shall immediately notify the Engineer who shall provide clarification.

1.2 SECTION INCLUDES

A. Code-required special inspections.

B. Testing services incidental to special inspections.

C. Submittals.

D. Manufacturers' field services.

E. Fabricators' field services.

F. For additional information refer to drawings.

1.3 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

B. Section 01 40 00 - Quality Requirements: Other testing and inspection services.

C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

D. Section 03 30 00 – Cast-In-Place Concrete.

1.4 DEFINITIONS

A. Code or Building Code: 2015 Edition of the Building Code of New York State and, more specifically, Chapter 17 - Structural Tests and Inspections, of same.

B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

C. Special Inspection:

1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.

2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.5 REFERENCE STANDARDS

A. Unless otherwise noted, the latest editions of the following are applicable:

1. ACI 318 - Building Code Requirements for Structural Concrete and Commentary.
2. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
3. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
4. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
5. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
6. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing.
7. IAS AC89 - Accreditation Criteria for Testing Laboratories.
8. IAS AC291 - Accreditation Criteria for Special Inspection Agencies.
9. AISC 360 - Specifications for Structural Steel Buildings Chapter N Quality Control and Quality Assurance

1.6 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:

1. Submit agency name, address, and telephone number, names of full time registered Engineer licensed in New York and responsible officer.
2. Submit the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
3. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
4. Submit certification that Special Inspection Agency is acceptable to AHJ.
5. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.
6. Submit documentation disclosing any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:

1. Submit agency name, address, and telephone number, and names of full time registered Engineer licensed in New York and responsible officer.
2. Submit the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
3. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
4. Submit certification that Testing Agency is acceptable to AHJ.
5. Submit documentation that Testing Agency is accredited by IAS according to IAS AC89.
6. Submit documentation disclosing any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

D. Manufacturer's Qualification Statement: Manufacturer shall submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.

E. Fabricator's Qualification Statement: Fabricator shall submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.

F. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Architect and one to the AHJ.

1. Include:

a. Date issued.
b. Project title and number.
c. Name of Special Inspector.
d. Date and time of special inspection.
e. Identification of product and specifications section.
f. Location in the Project.
g. Type of special inspection.
h. Date of special inspection.
i. Results of special inspection.
j. Conformance with or deviation from Contract Documents.
k. Photographic or drawn graphic supplements for further clarification.
l. Pertinent discoveries.
m. When requested by Architect, provide interpretation of results.

2. Interim Reports: Submit at the end of each week. Include all test and inspection reports received that week.
3. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.

a. Submit prior to issuance of a Certificate of Use and Occupancy.
b. Certify that all required inspections have been performed.
c. Itemize any discrepancies that were not corrected or resolved.

G. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector shall promptly submit two copies of report; one to Engineer and one to AHJ.

1. Include:

a. Date issued.
b. Project title and number.
c. Name of Special Inspector.
d. Date and time of special inspection.
e. Identification of fabricated item and specification section.
f. Location in the Project.
g. Results of special inspection.
h. Verification of fabrication and quality control procedures.
i. Conformance with or deviation from Contract Documents.
j. Conformance to referenced standard(s), including list of applicable standard.

H. Test Reports: After each test or inspection, promptly submit two copies of report; one to Engineer and one to AHJ.

1. Include:

a. Date issued.
b. Project title and number.
c. Name of inspector.
d. Date and time of sampling or inspection.
e. Identification of product and specifications section.
f. Location in the Project.
g. Type of test or inspection.
h. Date of test or inspection.
i. Results of test or inspection.
j. Conformance with or deviation from Contract Documents.
k. Photographic or drawn graphic supplements for further clarification.
l. Pertinent discoveries.
m. When requested by Architect, provide interpretation of results.

I. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Architect and AHJ, in quantities specified for Product Data.

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and AHJ.

J. Manufacturer's Field Reports: Submit reports to Architect and AHJ.

1. Submit report in duplicate within 30 days of observation to Architect for information.
2. Submit information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

K. Fabricator's Field Reports: Submit reports to Engineer and AHJ.

1. Submit report in duplicate within 30 days of observation to Engineer for information.
2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.7 SPECIAL INSPECTION AGENCY

A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.

B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.

C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.8 TESTING AND INSPECTION AGENCIES

A. Contractor may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.

B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.9 QUALITY ASSURANCE

A. Complete Special Inspections and Structural Testing in accordance with Chapter 17 of the Building Code.

B. The Special Inspection and Structural Testing program is a Quality Assurance program intended to ensure that the work is performed in accordance with the Contract Documents.

C. This specification section is intended to inform the Contractor of the Owner’s quality assurance program and the extent of the Contractor’s responsibilities. It is also intended to notify the Special Inspector, Testing Agency, and other Agents of the Special Inspector of their requirements and responsibilities.

D. Special Inspections shall be performed by qualified personnel, as outlined in Chapter 17 of the Building Code, with the appropriate training and certifications indicated in the Special Inspector Qualifications Schedule attached at the end of this section.

E. Special Inspection Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.

2. Accredited by IAS according to IAS AC291.

3. Special Inspector: Professional Engineer, licensed in New York, and/or an individual certified in a particular area of expertise, described in Part 3, who is approved by the Structural Engineer of Record (SER) and the local Building Official (AHJ).

F. Testing Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.
2. Accredited by IAS according to IAS AC89.
3. Approved by the Structural Engineer of Record (SER) and the local Building Official (AHJ).
4. Maintain a full time licensed Professional Engineer in New York who shall certify all test reports. The Engineer shall be responsible for the training of the testing technicians and shall be in responsible charge of the field and laboratory testing operations.

G. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

A. Required inspections and tests are as scheduled on the structural drawings. Review other specification sections for additional items required to be inspected and tested.

B. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.

1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.

2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.2 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

A. Reinforcing Steel, and Placement: Verify compliance with approved contract documents and ACI 318, 3.5 and 7.1 through 7.7; periodic.

1. Include verification of placement tolerances, splicing procedures, size and grade, stability (chairs and spacers) and cleanliness.

B. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved contract documents and ACI 318, 8.1.3 and 21.2.8 prior to and during placement of concrete; continuous.

C. Anchors Installed in Hardened Concrete: Verify compliance with ACI 318, 3.8.6, 8.1.3 and 21.2.8; periodic.

D. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.

E. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172, ASTM C31 and ACI 318, 5.6 and 5.8 and record the following, continuous:

1. Slump; ASTM C143; one test at point of Placement test for each concrete truck load; perform additional tests when concrete consistency appears to change.
2. Air content; ASTM C231, pressure method, for normal-weight concrete; one test for each concrete truck load.
3. Temperature of concrete; ASTM C1064; one test for each concrete truck load.

F. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, 5.11 through 5.13; periodic.

G. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, 6.2, for the following.

1. Compression Test Specimens: ASTM C31; cast and field cure standard cylinder specimens for each concrete placed. Refer to Section 03 30 00 for frequency of testing.
2. Compressive-Strength Tests: ASTM C39; test field-cured specimens at twenty-eight (28) days.

    a. Retain one cylinder for testing as directed by the Special Inspector.
    b. A compressive-strength test shall be the average compressive strength from a set of two (2) specimens obtained from the same composite sample and tested at age indicated.

H. Formwork Shape, Location and Dimensions: Verify compliance with approved contract documents and ACI 318, 6.1.1; periodic.

I. Materials: If the Contractor cannot provide sufficient data or documentary evidence that concrete materials conform to the quality standards of ACI 318, the AHJ will require that the Special Inspector verify compliance with the appropriate standards and criteria in ACI 318, Chapter 3.

3.3 SPECIAL INSPECTIONS FOR SOILS

A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.

1. Design bearing capacity of material below shallow foundations; periodic.

a. At footing subgrade, perform tests of each soil stratum to verify design bearing capacities. Test each column footing location, retaining wall footings at 10' on-center, wall footings at 20' on-center.

2. Design depth of excavations and suitability of material at bottom of excavations; periodic.

a. Inspect when excavations have reached required elevation(s).

3. Inspect Subgrades when excavations have reached required elevation.

4. Materials, densities, lift thicknesses; placement and compaction of backfill; continuous.

a. Compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D 2922, and ASTM D2937, as applicable. Perform tests at the following locations and frequencies:

1) Building Slab Areas: At each compacted backfill layer, at least 1 test for 2000 sq. ft. or less of building slab, but in no case fewer than three tests.
2) Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for 50 feet or less of wall length, but no fewer than 2 tests.
3) Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 100 feet or less of trench length, but no fewer than 2 tests.

5. Subgrade, prior to placement of compacted fill; periodic.

B. Testing: Classify and test excavated material; periodic.

3.4 OTHER SPECIAL INSPECTIONS

A. Provide for special inspection of work that, in the opinion of the AHJ, is unusual in nature.

B. For the purposes of this section, work unusual in nature includes, but is not limited to:

1. Construction materials and systems that are alternatives to materials and systems prescribed by the building code.
2. Unusual design applications of materials described in the building code.
3. Materials and systems required to be installed in accordance with the manufacturer's instructions when said instructions prescribe requirements not included in the building code or in standards referenced by the building code.

C. Alternative Test Procedures: Where approved rules and standards do not exist, test materials and assemblies as required by AHJ or provide AHJ with documentation of quality and manner in which those materials and assemblies are used.

D. Load Tests:

1. Proposed Construction and Construction in Progress: Where required by code, conduct tests listed below.

a. Load test procedures specified in code; periodic.
b. Load test procedures not specified in code; periodic.

2. Completed Construction: Where required by code, conduct tests listed below.

a. Load test procedures specified in code; periodic.
b. Load test procedures not specified in code; periodic.

3.5 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

A. Special Inspection Agency shall:

1. Verify samples submitted by Contractor comply with the referenced standards and the approved contract documents.
2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
3. Perform specified sampling and testing of products in accordance with specified reference standards.
4. Ascertain compliance of materials and products with requirements of Contract Documents.
5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of work or products.
6. Perform additional tests and inspections required by Architect.
7. Attend preconstruction meetings, preinstallation conferences, and progress meetings.
8. Submit reports of all tests or inspections specified.

B. Limits on Special Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the work.

C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer.

D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.6 TESTING AGENCY DUTIES AND RESPONSIBILITIES

A. Testing Agency Duties:

1. Test samples submitted by Contractor.
2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
3. Perform specified sampling and testing of products in accordance with specified standards.

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
5. Immediately notify Engineer and Contractor of observed irregularities or non-conformance of work or products.
6. Perform additional tests and inspections required by Architect.
7. Attend preconstruction meetings, preinstallation conferences, and progress meetings when requested by Engineer.
8. Submit reports of all tests or inspections specified.
9. At completion of work requiring special inspections, submit a statement to the Special Inspection Agency that all work was completed in substantial conformance with the Contract Documents and that all appropriate tests and inspections were performed.

B. Limits on Testing or Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the work.

C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer.

1. Retest original failed test and perform two additional tests at new locations to be determined by Engineer and Testing Agency.
2. Continue retesting until compliance is achieved.

D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.7 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Contractor Responsibilities, General:

1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
2. Review the Statement of Special Inspections.
3. Coordinate and schedule inspections and tests.
4. Cooperate with agency and laboratory personnel so Special Inspections and Testing can be performed without hindrance; provide access to the work, to manufacturers' facilities, and to fabricators' facilities.
5. Provide incidental labor and facilities:

    a. To provide access to work to be tested or inspected.
    b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
    c. To facilitate tests or inspections.
    d. To provide storage and curing of test samples.

6. Notify 24 hours prior to expected time for operations requiring testing or inspection services. Uninspected work that required inspection may be rejected solely on that basis.

7. Maintain at the project site the latest set of construction drawings, field sketches, approved shop drawings, and specifications for use by the inspectors and testing technicians.
8. Arrange with Agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
9. Pay costs of any retesting or re-inspection of work which fails to comply with the requirements of the Contract Documents.
10. The Special Inspection program shall in no way relieve the Contractor of his obligation to perform work in accordance with the Contract Documents or from implementing an effective Quality Control program. Work scheduled for and subjected to Special Inspections and Testing shall first be reviewed by the Contractor's quality control personnel.
11. The Contractor shall be solely responsible for construction site safety.

3.8 MANUFACTURERS' AND FABRICATORS' FIELD SERVICES

A. When specified in individual specification sections, require material suppliers, assembly fabricators, or product manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, to test, adjust, and balance equipment and service connections of installations as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect 30 days in advance of required observations.

1. Observer subject to approval of Architect.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

(continued)

3.9 ATTACHMENTS

A. Special Inspector Qualifications Schedule.

SPECIAL INSPECTOR QUALIFICATIONS

Agent No.	Category	Code Reference	Minimum Qualifications
1	Soils Excavation and Backfill	1705.6 Table 1705.6	1. Current ICC Soils Special Inspector Certificate with one year relevant experience. 2. P.E. with 3 years relevant experience.
2	Reinforced Concrete	Section 1705.3 and Table 1705.3	1. Current ICC Reinforced Concrete Special Inspector or ACI Concrete Construction Inspector 2. Concrete field testing can be ACI Concrete Field Testing Technician with Grade 1 Certification. 3. Engineer-in-Training (EIT) with relevant experience. 4. New York State Licensed Professional Engineer (P.E.) with relevant experience.

END OF SECTION 01 45 33

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary lights and power.

B. Temporary telecommunications services.

C. Temporary telephone and facsimile service.

D. Temporary heating and ventilating.

E. Temporary water.

F. Temporary sanitary facilities.

G. Temporary first aid facilities.

H. Temporary fire protection.

I. Temporary enclosures.

J. Property protection.

K. Security requirements.

L. Vehicular access and parking.

M. Waste removal facilities and services.

N. Relocating and removals of temporary facilities.

O. Project identification sign.

P. Contractor field offices.

Q. Pest Control.

R. Construction Manager field offices.

1.2 RELATED REQUIREMENTS

A. Section 01501 - Safety Standards.

B. Section 01502 - Uniform Safety Standards for School Construction.

1.3 GENERAL

A. Provide all items in this section which are not specifically assigned to one contractor. Each Prime Contractor shall provide all construction facilities and temporary controls needed for the safe and proper execution of its work which is not provided for in his section.

B. Each Prime Contractor required to provide construction facilities and temporary controls shall keep them operational for the use of all other Contracts for a period of time fifteen minutes before the established starting time of that trade which starts work earliest in the morning to fifteen minutes after the established quitting time of that trade which stops work latest in the evening, Monday through Friday inclusive.

C. Each Prime Contractor required to provide construction facilities and temporary controls shall install them as soon after award of the Contract as necessary to enable the Work of each Contract to proceed in accordance with the Progress Schedule. The construction facilities and temporary controls shall be extended as required to keep up with the job progress and maintained until completion of the project unless otherwise directed in writing by the Architect.

D. Each Prime Contractor who requires extensions to the construction facilities and temporary controls specified to be provided by another Contractor, or requires them at times other than those specified, shall provide and maintain them at their own cost.

E. Each Prime Contractor may arrange to have their storage or office structures electrified at their own cost. All electrical consumption shall be paid for by each prime contractor. All other fuels utilized for their trailers or storage facilities will be paid for by each prime contractor. Verify location with the **Construction Manager**.

F. Each Prime Contractor shall make available temporary lighting and power either through temporary hook-ups throughout their own work areas as required. Lighting levels shall be adequate to perform and inspect the work. Power (120V/single phase) shall be made available from a 75 foot distance.

G. Each Prime Contractor shall:

1. Provide and maintain temporary extensions and equipment, required for their own work, which are not specified to be provided by the Electrical Contractor.
2. Provide larger lamps required for work of own contract, but do not exceed rated capacity of any circuit or feeder.
3. Provide flashlights or electric lanterns not requiring use of temporary light system for own employees in building after regular working hours.
4. Provide new materials for temporary light and power, except that transformers need not be new if they are in satisfactory operating condition.
5. Provide ground-fault protection (such as portable plug-in type ground-fault circuit-interrupters) on single phase 15 and 20 ampere receptacle outlets which are used by own personnel.

6. Provide receptacle outlets, portable cord connectors and attachment plugs with standard NEMA configurations.
7. Install all temporary light and power materials in accordance with National Electric Code.
8. Upon completion of the project remove all temporary electric light and power work and restore all affected finishes and connections.

1.4 TEMPORARY TELEPHONE AND FACSIMILE SERVICE

A. **General Contractor** shall maintain a job telephone on each site to receive calls from the start of construction through final acceptance.

B. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

C. Telecommunications services shall include:

1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
2. Telephone Land Lines: One line, minimum; one handset per line.
3. Internet Connections: Minimum of one; DSL modem or faster.
4. Email: Account/address reserved for project use.
5. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.

1.5 TEMPORARY HEATING AND VENTILATING

A. **General Contractor** shall provide and pay for temporary heat and ventilation to maintain the approved Progress Schedule and to protect the various materials and assemblies from damage throughout the duration of the project.

1. General Contractor shall provide Temporary Heat and/or Ventilation, as required, to allow workers to perform work in a satisfactory manner and to maintain approved Progress Schedule.
2. Temporary Heat and/or Ventilation shall be provided from systems other than the permanent equipment and as approved by the Architect/Engineer. The Owner will assume payment for energy when the building is completed, cleaned, and all permanent systems are made fully operable.

1.6 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. **General Contractor,** shall provide, install and maintain one toilet accommodation for each building (totaling 2 units) for all persons employed or engaged in the work, which facilities shall meet any and all requirements of law, rule or regulation. **General Contractor** shall remove, such

facilities at the completion of the work or at such earlier time as the **Construction Manager** may direct.

C. Such facilities shall be of a chemical type, at locations approved by the **Construction Manager**, and shall be maintained in a sanitary condition at all times. If, upon the approval and direction of the **Construction Manager,** a toilet room in a building is used as a temporary toilet facility such temporary toilet facility shall be maintained in a sanitary condition by **General Contractor**. In all permanent toilet rooms, all plumbing fixtures and room finish shall, upon completion of the work, be free from any damage, defacement or other defects. The cost of any necessary repair or replacement shall be borne by **General Contractor.**

D. Maintain daily in clean and sanitary condition.

1.7 TEMPORARY FIRST AID FACILITIES

A. Each Prime Contractor shall:

1. Provide at the site and make available to all workers medical supplies and equipment necessary to render first aid.
2. Post at contractor's job site telephone the emergency telephone numbers for doctor, hospital, ambulance service, police and fire fighting services.

1.8 TEMPORARY FIRE PROTECTION

A. Each Prime Contractor shall:

1. Take all precautions necessary to prevent fires.
2. Fuel for cutting and heating torches shall be contained in Underwriters Laboratory approved containers.
3. Furnish and maintain a 20 pound capacity, dry chemical type fire extinguisher in the immediate vicinity where welding tools or torches of any type are in use.
4. Flammable liquids other than those specified shall not be used within a building without the written approval of the Architect/Engineer.
5. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

1.9 TEMPORARY EXTERIOR ENCLOSURES

A. Each Prime Contract shall be responsible for temporary exterior enclosures caused by their work as follows:

B. Temporary enclosures for weather ability and security. Construct the enclosures of 2 x 4 framing sheathed with 1/2 inch thick plywood or wafer board. Secure the partitions in place without damaging existing construction. Seal joints tight. Provide doors with suitable hardware including locks. Furnish the Owner and the **Construction Manager** with 2 keys for each lock. Furnish keys to other contractors.

C. Temporary enclosures of window and door openings. Construct the barriers of wood framing sheathed with 6 mil polyethylene film and/or plywood for security. Secure the barriers in place without damaging existing construction.

D. Scaffolding and Equipment Barriers: provide temporary fence enclosures as required to prevent unauthorized persons from coming in contact with ground supported scaffolding and equipment.

E. Provide temporary enclosures for access and egress into and around the structure for protection of all. The enclosure shall be of 2 x 4 and utility grade exterior plywood with a plywood door and hasp locking device. Verify exact size required with the Construction Manager.

F. Provide any and all weather protection for maintaining construction schedule through the entire project schedule. This weather protection shall be capable of protecting the workers and the structure throughout the project. This protection shall be reviewed by the Architect. This protection must be capable of maintaining temporary heat requirements within the new addition structures.

1.10 PROTECTION OF PROPERTY

A. Each Prime Contractor shall:

1. Protect existing construction and finishes during performance of the work.
2. Maintain the building in a watertight condition during performance of the work.

1.11 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Afton Central School District's operations from unauthorized entry, vandalism, or theft.

B. Each Prime Contractor shall:

1. Remove all tools and materials from work areas when the work areas are not attended by workers and at the end of each day's work. Store tools in a locked tool box or cabinet. Store materials where directed by the Construction Manager.
2. Pay required $25.00 deposit for each key issued by the Owner. Deposits will be refunded upon return of the keys.
3. Be responsible to secure stored and installed materials to prevent theft and vandalism.

1.12 VEHICULAR ACCESS AND PARKING

A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

B. Each Prime Contractor:

1. Coordinate access and haul routes with governing authorities and the Construction Manager

2. Provide and maintain access to fire hydrants, free of obstructions.
3. Provide means of removing mud from vehicle wheels before entering streets.
4. Designated existing on-site roads may be used for construction traffic.
5. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
6. Existing parking areas may be used for construction parking as designated by the Construction Manager.

1.13 WASTE REMOVAL

A. Each Prime Contractor shall provide waste removal facilities and services as required to maintain the site in clean and orderly condition for his work.

B. Provide containers with lids. Remove trash from site weekly.

C. All other Prime Contractor's shall coordinate large demolition operations with the General Contractor to determine if additional waste removal facilities or services are required.

D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 RELOCATING AND REMOVAL OF TEMPORARY FACILITIES

A. Each Prime Contractor:

1. Should a change in location of any temporary facilities be necessary in order to progress the work properly, remove and relocate such items as directed by the Construction Manager.
2. Remove the temporary facilities when they are no longer required. Restore permanent facilities used for, or connected to, temporary facilities to their original condition or better.

1.15 PROJECT IDENTIFICATION

A. Provide project identification sign of design, construction, and location approved by Hancock Central School District.

B. No other signs are allowed without Hancock Central School District permission except those required by law.

1.16 CONTRACTOR FIELD OFFICES

A. Office: Weathertight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture, drawing rack and drawing display table.

B. Locate offices a minimum distance of 30 feet from existing and new structures.

1.17 PEST CONTROL

A. General Contractor shall provide:

1. Before foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attractions and harboring of rodents, roaches, and other pests. Engage this pest control service to perform extermination and control procedures at regular intervals so the project will be free of pests and their residues at substantial completion. Obtain extended warranty for the owner. Perform control operations throughout the project lawfully, using environmentally safe materials.

~~1.18 CONSTRUCTION MANAGER'S FIELD OFFICE~~

~~A. General requirements:~~

~~1. The Construction Manager will coordinate with the Afton CSD to provide and office location within the districts buildings and a meeting place to hold progress meetings.~~

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

E. A Professional Engineer, registered in the State of New York, shall review manufacturing compliance with applicable electrical and plumbing codes, snow and wind loads and the adequacy of tie-downs. The Professional Engineer shall seal the drawings to confirm compliance with all applicable federal, state, and local codes, standards and regulations.

F. Electrical construction shall include all electrical work required to provide electrical power from a power supplier to the modular office structure and all electrical work required within the office

; and, all telephone work required to provide telephone service to the office and all telephone service within the office. Electrical construction shall comply with all applicable federal, state, and local codes, standards and regulations.

G. Plumbing construction shall include all work required to provide water service to and sewerage service from the office. Plumbing construction shall comply with all applicable federal, state, and local codes, standards and regulations. Necessary measures to prevent water pipes from freezing shall be incorporated into the plumbing construction.

1. Water service work shall include, but not be limited to furnishing and installing all connections, meters, gauges, pipe, backflow prevention device, fittings and disinfection required to completely provide water service to the office.
2. Municipal sewage service may not be available at the time the office structure is constructed. Contractor No. 2- General Construction, shall make necessary provisions, including installation of a sewage holding tank, as required, to provide flushing toilet service in the complex. Contractor No. 2- General Construction, will be responsible for all service charges, including pumping of septic waste, as necessary.

H. The heating, ventilation and air conditioning (HVAC) system (provided by Contractor General Construction) shall include all work required to provide, install, test, and maintain the necessary HVAC equipment.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

SECTION INCLUDES

A. Products

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

1.2 PRODUCTS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

C. Furnish interchangeable components from same manufacturer for components being replaced.

D. All electrical work to conform to current national electric code requirements.

E. All electrical products, components and packaged systems are to be approved and labeled by a nationally recognized testing agency such as Underwriters Laboratory (UL) or equal.

F. Each Contractor shall provide a third party certificate of inspection, such as the New York State Board of Fire Underwriters or equivalent inspection agency if required by their work.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Architect/Engineer will consider requests for Substitutions only within 30 days after date of Owner-Contractor Agreement.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.

2. Will provide same warranty for Substitution as for specified product.

3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.

3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

G. Contractor agrees to pay all change order or additional costs caused by substitution for work of other trades in addition to the submittal trade. Architect/engineer reserves the right to make final decision regarding equality of substitution to specified item.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 60 00

SECTION 01 71 00 - CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Execute cleaning and disposal of waste materials, debris, and rubbish during construction.

B. Final cleaning of project.

1.2 RELATED REQUIREMENTS

A. GENERAL CONDITIONS of the CONTRACT: Cleaning Up.

B. Section 01 01 00 – SUMMARY OF WORK

C. Section 01 77 19 – CONTRACT CLOSEOUT PROCEDURES.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

1.4 DESCRIPTION

A. Maintain areas under Contractor's control free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Provide covered containers for deposit of debris and rubbish including periodic disposal of accumulations of extraneous materials.

C. Weekly clean interior areas to provide suitable conditions for finish work.

D. Execute final cleaning prior to inspection for Substantial Completion of the Work.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

A. USE ONLY those materials which will not create hazards to health or property, and which will not damage finishes and surfaces.

B. USE ONLY materials and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning, or as often as needed, to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Dispose of waste materials, cartons, crating, debris, and rubbish; which shall be disposed of at legal disposal area away from the site.

C. To maintain a clean and orderly site, contractor personnel will not be allowed to eat meals within the confines of the building.

3.2 DUST CONTROL

A. Contractor shall broom clean interior spaces PRIOR TO THE start of finish painting and continue cleaning on an as-needed basis until painting is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process WILL NOT FALL on wet or newly coated surfaces.

3.3 DISPOSAL

A. Contractor will remove collected waste materials, debris, and rubbish from site weekly and dispose of off-site.

3.4 FINAL CLEANING

A. Contractor shall:

1. Employ skilled workers for final cleaning.
2. Remove temporary protection and labels not required to remain.
3. Clean surfaces free of grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
4. Clean transparent glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
5. Clean surfaces of equipment; remove excess lubrication.
6. Clean plumbing fixtures, food service equipment, and similar equipment to a sanitary condition.
7. Clean light fixtures, lamps and lenses.
8. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills and foreign substances from paved areas and sweep. Rake clean other exterior surfaces.
9. A final cleaning of all interior and exterior surfaces shall be performed by the Contractor no earlier than one (1) week prior to Owner Occupancy of each phase of the Project.

END OF SECTION 01 71 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following if applicable:

1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least (10) Ten days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Architect's and Construction Manager Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 19 - CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Inspection procedures
2. Project record document submittal
3. Operation and maintenance manual submittal
4. Submittal of warranties
5. Final cleaning

B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 and 33.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.

    a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases, including but not necessarily limited to:

    a. Affidavit of Release of Liens on AIA Form G706-A:
    From Contractor
    From Subcontractor(s)

From Major Material Supplier(s)

b. Affidavit of Debts and Claims Payment on AIA G706:
From Contractor
From Subcontractor(s)
One (1) year warranty from date of Substantial Completion

5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items and obtain receipt for same.
7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. Upon written notification that previously noted deficiencies have been corrected the Architect will conduct a final inspection.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
4. Submit consent of surety to final payment, AIA G707.
5. Submit a final liquidated damages settlement statement.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Final Inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspection, have been completed.

1. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection will be repeated. Costs incurred by the Owner for re-inspection shall be borne by the Contractor requiring re-inspection.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss. Provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use colors to distinguish between variations in separate categories of the Work. Entities marking prints are required to sign and date each mark-up.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

C. Operation and Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Each Prime Contractor is to submit to the Construction Manager 2 complete sets of manuals including definite and specified operating and maintenance instructions on all materials and systems involved in the Project.

1. Prepare data in form of an instructional manual for use by Owner’s personnel.
2. Format:

    a. Size: 8-1/2”X11”
    b. Paper: 20lb. Minimum, white, for typed pages.
    c. Text: Manufacturer’s printed data, or neatly typewritten.
    d. Drawings:

        1) Provide reinforced punched binder tab; bind in with text.
        2) Fold larger drawings to size of text pages.

    e. Provide fly-leaf for each separate product or each piece of operating equipment.
    f. Provide typed description of product and major component parts.
    g. Provide indexed tabs.

h. Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions" list:

1) Title of project.
2) Identity of separate structure as applicable.
3) Identity of general subject matter covered in manual.

3. Binders:

a. D-Style three-ring binders with durable and cleanable plastic covers.
b. Maximum ring size: 3 inch.
c. When multiple binders are used, correlate data into related consistent grouping.

1.6 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in a systematic order.

1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to content of volume.
3. List, with each product, name, address and telephone number of:

a. Subcontractor or installer.
b. Maintenance contractor, as appropriate.
c. Identify area of responsibility of each.
d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in contract documents.

B. Product Data:

1. Include only those sheets which are pertinent to specific product.
2. Annotate each sheet to:

a. Clearly identify specific product or part installed.
b. Clearly identify data applicable to installation
c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
2. Coordinate drawings with information in project record documents to assure correct illustration of completed installation.
3. Do not use project record documents as maintenance drawings.

D. Written text, as required to supplement product data for particular installation:

1. Organize in a consistent form, under separate headings for different procedures.
2. Provide a logical sequence of instructions for each procedure.

E. Include the following information for each item in manual, as applicable:

1. Manufacturer's maintenance and service instructions.
2. Parts lists and wiring diagrams.
3. Other information required for complete operation and maintenance of item by Owner's personnel.
4. Copies of warranties.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals
2. Record documents
3. Spare parts and materials
4. Cleaning
5. Warranties and bonds
6. Maintenance agreements and similar continuing commitments

3.2 FINAL CLEANING

A. Complete all final cleaning prior to requesting inspection for certification of Substantial Completion.

1. Refer to Section 01 50 00 for Cleaning Requirements.

END OF SECTION 01 77 19

SECTION 01 78 36 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer’s standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
2. Division 1 Section "Close-out Requirements" specifies contract closeout procedures.
3. Technical Specification Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer’s disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

D. Contractor is responsible for warranties related to its own contract.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 10 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

1. Refer to Technical Specification Sections for specific content requirements and particular requirements for submitting special warranties.

C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, and thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

A. Provide warranties on products and installations as described in various sections of Division 2 through 33 of the Specifications.

END OF SECTION 01 78 36