HUNT ENGINEERS | ARCHITECTS | SURVEYORS

Project Manuel

CORNING-PAINTED POST
AREA SCHOOL DISTRICT
Students are the center of all we do.

CONTRACT DOCUMENTS – VOLUME I

for

Corning-Painted Post Area School District

2025 Severn Elementary Alterations Project

36 McMahon Avenue, Corning, NY 14830

SED # 57-10-00-01-0-018-024 - Severn Elementary

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

May 11, 2026
Issue for Bid: 11/09/2026
HUNT 2649-162

SECTION 00 01 12
TABLE OF CONTENTS

VOLUME I

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 12 - Table of Contents

00 01 15 - List of Drawing Sheets

00 11 13 - Advertisement for Bids

00 12 00 - Request for Information

00 21 13 - Instructions to Bidders (AIA A701)

00 21 16 - Instructions to Proposers

00 41 13 - Bid Form

00 42 00 - Proposal Form

00 43 13 - Bid Bond (AIA A310)

00 44 00 - Equivalent Listing

00 45 13 - Qualifications Statement (AIA A305 and Exhibits A - E)

00 45 19 - Non-Collusion Affidavit

00 45 43 - Corporate Resolution

00 45 46.01 - Iran Divestment Act Certification

00 45 46.02 - Federal and State Certification

00 45 46.04 - Gender-Based Violence and the Workplace Certification

00 52 00 - Standard Form of Agreement (AIA A132)

00 61 13.13 - Performance Bond (AIA A312)

00 61 13.16 - Payment Bond (AIA A312)

00 62 16 - Sample Insurance Certificate with Supplemental Attachment (AIA Document G715)

00 72 00 - General Conditions of the Contract for Construction (AIA A232)

00 73 43 - Wage Rate Requirements

DIVISION 01 -- GENERAL REQUIREMENTS

01 10 00 - Summary

01 20 00 - Price and Payment Procedures

01 21 00 - Allowances

01 22 00 - Unit Prices

01 23 00 - Alternates

01 25 00 - Substitution Procedures

01 30 00 - Administrative Requirements

01 32 16 - Construction Progress Schedule

01 33 29.07 - Prohibited Content Installer Certification

01 35 17 - Alteration Project Procedures

01 40 00 - Quality Requirements

01 41 13 - Codes

01 50 00 - Temporary Facilities and Controls

01 51 00 - Temporary Utilities

01 51 10 - Life Safety Requirements During School Construction

01 60 00 - Product Requirements

01 61 16 - Volatile Organic Compound (VOC) Content Restrictions

01 70 00 - Execution and Closeout Requirements

01 74 19 - Construction Waste Management and Disposal

01 78 00 - Closeout Submittals

01 79 00-Demonstration and Training

01 91 13 - General Commissioning Requirements

VOLUME II

SPECIFICATIONS

00 01 12 - TABLE OF CONTENTS

DIVISION 02 -- EXISTING CONDITIONS

02 21 10 - Asbestos Abatement

02 41 00 - Demolition

02 83 10 - Lcp/Lbp Disturbances Using Lead Safe Work Practices

DIVISION 03 -- CONCRETE

03 30 00 - Cast-in-Place Concrete

03 54 00 - Cast Underlayment

DIVISION 04 -- MASONRY

04 05 11 - Masonry Mortaring and Grouting

DIVISION 05 -- METALS - NOT USED

DIVISION 06 -- WOOD, PLASTICS, COMPOSITES

06 10 00 - Rough Carpentry

06 20 00 - Finish Carpentry

06 41 00 - Architectural Wood Casework

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 05 53 - Fire and Smoke Assembly Identification

07 21 00 - Thermal Insulation

07 25 00 - Weather Barriers

07 26 00 - Vapor Retarders

07 54 00 - Thermoplastic Membrane Roofing - Alternate

07 54 00.16 - Thermoplastic Membrane Roofing - Base Bid

07 62 00 - Sheet Metal Flashing and Trim

07 72 00 - Roof Accessories

07 84 00 - Firestopping

07 92 00 - Joint Sealants

DIVISION 08-- OPENINGS

08 12 13 - Hollow Metal Frames

08 14 16 - Flush Wood Doors

08 31 00 - Access Doors and Panels

08 71 00 - Door Hardware

08 80 00 - Glazing

08 88 13 - Fire-Rated Glazing

DIVISION 09-- FINISHES

09 05 61 - Common Work Results for Flooring Preparation

09 21 16 - Gypsum Board Assemblies

09 51 00 - Acoustical Ceilings

09 65 00 - Resilient Flooring

09 68 13 - Tile Carpeting

09 72 00 - Wall Coverings

09 84 30 - Sound-Absorbing Wall and Ceiling Units

09 91 23 - Interior Painting

DIVISION 10-- SPECIALTIES - NOT USED

DIVISION 11-- EQUIPMENT - NOT USED

DIVISION 12-- FURNISHINGS

12 36 00 - Countertops

DIVISION 13-- SPECIAL CONSTRUCTION - NOT USED

DIVISION 14-- CONVEYING EQUIPMENT - NOT USED

DIVISION 19 - THEATRICAL EQUIPMENT - NOT USED

DIVISION 21 -- FIRE SUPPRESSION - NOT USED

DIVISION 22 -- PLUMBING

22 05 53 - Identification for Plumbing Piping and Equipment

22 10 05 - Plumbing Piping and Specialties

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 05 53 - Identification for HVAC Piping and Equipment

23 05 93 - Testing, Adjusting, and Balancing for HVAC

23 07 13 - Duct Insulation

23 09 23 - Direct-Digital Control System for HVAC

23 31 00 - HVAC Ducts and Casings

23 33 00 - Air Duct Accessories

23 37 00 - Air Outlets and Inlets

DIVISION 25 - INTEGRATED AUTOMATION - NOT USED

DIVISION 26 -- ELECTRICAL

26 05 00 - Common Work Results For Electrical

26 05 05 - Selective Demolition for Electrical

26 05 19 - Low-Voltage Electrical Power Conductors and Cables

26 05 26 - Grounding and Bonding for Electrical Systems

26 05 29 - Hangers and Supports for Electrical Systems

26 05 33.13 - Conduit for Electrical Systems

26 05 33.16 - Boxes for Electrical Systems

26 05 53 - Identification for Electrical Systems

26 05 83 - Wiring Connections

26 09 23 - Lighting Control Devices

26 24 13 - Switchboards

26 24 16 - Panelboards

26 27 26 - Wiring Devices

26 28 13 - Fuses

26 28 16.13 - Enclosed Circuit Breakers

26 28 16.16 - Enclosed Switches

26 32 13 - Engine Generators

26 36 00 - Transfer Switches

26 43 00 - Surge Protective Devices

26 51 00 - Interior Lighting

26 56 00 - Exterior Lighting

DIVISION 27 -- COMMUNICATIONS

27 05 26 - Grounding and Bonding For Communications Systems

27 05 28 - Pathways For Communications Systems

27 05 29 - Hangers and Supports for Communications Systems

27 05 33.13 - Conduit for Communications Systems

27 05 53 - Identification For Communications Systems

27 10 05 - Communications Copper Cabling

27 15 55 - Communications Cable Testing

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

28 20 00 - Video Surveillance

28 46 21.16 - Existing Fire Alarm System

DIVISION 31 -- EARTHWORK

31 10 00 - Site Clearing

31 23 16 - Excavation

31 23 16.13 - Trenching

31 23 19 - Dewatering

31 23 23 - Fill

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 11 20 - Subbase and Aggregate Base Courses

32 12 16 - Asphalt Paving

32 15 01 - Granite Curb

32 16 23 - Sidewalks

32 17 23 - Pavement Markings

32 18 16.13 - Playground Protective Surfacing

32 31 13 - Chain Link Fences and Gates

32 33 44 - Playground Equipment

32 91 19 - Landscape Grading

32 92 19 - Seeding

DIVISION 33 -- UTILITIES

33 42 11 - Site Storm Utility Drainage Piping

33 42 30 - Stormwater Drains

DIVISION 34 - TRANSPORTATION - NOT USED

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION - NOT USED

DIVISION 40 - PROCESS INTEGRATION - NOT USED

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT - NOT USED

DIVISION 42 - PROCESS HEATING, COOLING, AND DRYING EQUIPMENT - NOT USED

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE - NOT USED

DIVISION 44 - POLLUTION CONTROL EQUIPMENT - NOT USED

DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT - NOT USED

DIVISION 46 - WATER AND WASTEWATER EQUIPMENT - NOT USED

DIVISION 48 - ELECTRICAL POWER GENERATION - NOT USED

END OF SECTION

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SECTION 00 01 15
LIST OF DRAWING SHEETS

VOLUME I

GENERAL

WS-G0.1	SYMBOLS & ABBREVIATIONS
WS-G1.1	CODE COMPLIANCE

ABATEMENT

WS-AB1.1	ABATEMENT PLANS

SITE DRAWINGS

WS-C0.1	SITE EXISTING CONDITIONS PLAN
WS-C0.2	SITE EXISTING CONDITIONS PLAN
WS-C1.1	SITE DEMOLITION PLAN
WS-C1.2	SITE DEMOLITION PLAN
WS-C2.1	SITE IMPROVEMENT PLAN
WS-C2.2	SITE IMPROVEMENT PLAN
WS-C3.1	SITE LAYOUT PLAN
WS-C3.2	SITE LAYOUT PLAN
WS-C4.1	SITE GRADING PLAN
WS-C4.2	SITE GRADING PLAN
WS-C5.1	SITE UTILITY PLAN
WS-C5.2	SITE UTILITY PLAN
WS-C6.1	SITE DETAILS

ARCHITECTURAL

WS-A0.1	GROUND FLOOR DEMO PLAN - AREA A
WS-A0.2	GROUND FLOOR DEMO PLAN - AREA B
WS-A0.3	FIRST FLOOR DEMO PLAN - AREA A

WS-A0.4	FIRST FLOOR DEMO PLAN - AREA B
WS-A0.5	SECOND FLOOR DEMO PLAN - AREA B
WS-A1.1	GROUND FLOOR PLAN - AREA A
WS-A1.2	GROUND FLOOR PLAN - AREA B
WS-A1.3	FIRST FLOOR PLAN - AREA A
WS-A1.4	FIRST FLOOR PLAN - AREA B
WS-A1.5	SECOND FLOOR PLAN - AREA B
WS-A2.1	FIRST FLOOR REFLECTED CEILING PLAN - AREA B
WS-A5.1	INTERIOR ELEVATIONS
WS-A6.1	DOOR SCHEDULE & DETAILS
WS-A6.2	STAIR SECTIONS & DETAILS
WS-A7.1	PARTITION TYPES
WS-A8.1	FIRST FLOOR WALL AND FLOOR FINISH PLAN - AREA B
WS-A9.1	INTERIOR FINISH KEY AND ELEVATIONS

ROOF DRAWINGS

WS-R0.1	ROOF DEMO PLAN
WS-R1.1	ROOF PLAN
WS-R2.1	ROOF DETAILS
WS-R2.2	ROOF DETAILS

MECHANICAL

WS-M0.1	ROOF DEMO PLAN MECHANICAL - AREAS A
WS-M0.2	ROOF DEMO PLAN MECHANICAL - AREAS B
WS-M1.1	FIRST FLOOR LIBRARY NEW WORK & DEMO PLAN - AREA B
WS-M1.2	ROOF NEW WORK PLAN MECHANICAL - AREA A
WS-M1.3	ROOF NEW WORK PLAN MECHANICAL - AREA B

PLUMBING

WS-P0.1	ROOF & BOLIER ROOM DEMO PLUMBING PLAN - AREA A
WS-P0.2	ROOF DEMO PLUMBING PLAN - AREA B

WS-P1.1 ROOF NEW WORK PLUMBING PLAN - AREA A

WS-P1.2 ROOF NEW WORK PLUMBING PLAN - AREA B

ELECTRICAL

WS-E0.1 GROUND AND FIRST FLOOR DEMOLITION PLAN - AREA B

WS-E0.2 SECOND FLOOR AND ROOF DEMOLITION PLANS

WS-E1.1 GROUND FLOOR ELECGTRICAL POWER PLAN

WS-E1.2 FIRST FLOOR ELECTRICAL POWER PLAN

WS-E1.3 SECOND FLOOR ELECTRICAL POWER PLAN

WS-E1.4 ROOF ELECTRICAL POWER PLAN

WS-E2.1 GROUND AND FIRST FLOOR LIGHTING PLANS

WS-E2.2 SECOND FLOOR LIGHTING PLANS

WS-E5.1 ONE-LINE DIAGRAMS

WS-E5.2 SCHEDULES AND DETAILS

WS-E6.1 SITE ELECTRIC PLAN

TECHNOLOGY

WS-T0.1 GROUND & FIRST FLOOR TECHNOLOGY DEMO KEY PLAN

WS-T0.2 SECOND FLOOR TECHNOLOGY DEMO KEY PLAN

WS-T0.3 GROUND FLOOR TECHNOLOGY DEMO PLAN - AREA A

WS-T0.4 GROUND FLOOR TECHNOLOGY DEMO PLAN - AREA B

WS-T0.5 FIRST FLOOR TECHNOLOGY DEMO PLAN - AREA A

WS-T0.6 FIRST FLOOR TECHNOLOGY DEMO PLAN - AREA B

WS-T0.7 SECOND FLOOR TECHNOLOGY DEMO PLAN - AREA A

WS-T1.1 GROUND & FIRST FLOOR TECHNOLOGY KEY PLANS

WS-T1.2 SECOND FLOOR TECHNOLOGY KEY PLAN

WS-T1.3 GROUND FLOOR TECHNOLOGY PLAN - AREA B

WS-T1.4 FIRST FLOOR TECHNOLOGY PLAN - AREA A

WS-T1.5 FIRST FLOOR TECHNOLOGY PLAN - AREA B

WS-T1.6 SECOND FLOOR TECHNOLOGY PLAN - AREA A

WS-T1.7	SECOND FLOOR TECHNOLOGY PLAN - AREA B
WS-T2.1	TECHNOLOGY DETAILS

END OF SECTION

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN, that sealed bids, in DUPLICATE, are sought and requested by the **Corning-Painted Post Area School District (hereinafter called "Owner"), for the construction of the following Project:**

2025 William E Severn Elementary Alterations Project

Bids are requested for multiple prime contracts for General Trades Work, HVAC Work, Electrical Work, and Plumbing Work**,** in accordance with Drawings, Project Manual, and other Bidding and Contract Documents prepared by Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC 100 Hunt Center, Airport Corporate Park, Horseheads, NY 14845.

Sealed bids will be received by the Owner until 2 P.M. local time on Thursday December 10, 2026 at Corning-Painted Post Area School District office, 165 Charles Street Painted Post, NY 14870, at which time and place all bids will be opened and publicly read aloud.

The Bidding Documents and Bid Forms may be examined at the following:

The Builders Exchange of the Southern Tier: www.bxstier.com East - 15 Belden Street, Binghamton NY 13903 West - 65 E. Main St., Falconer, NY 14733

Builders Exchange of Rochester, 180 Linden Oaks, Suite 100, Rochester, NY 14625-2837

Construction Exchange of Buffalo & WNY 2660 Williams Street, Cheektowaga, NY 14227

Syracuse Builders Exchange, 6563 Ridings Rd., Syracuse, NY 13206

Dodge Data and Analytics, 2860 S State Hwy 161, Ste.160 #501 Grand Prairie, TX 75052
www.construction.com

Construction Market Data (CMD), a ConstructConnect Company. Subscribers only; website: www.cmdgroup.com

Corning-Painted Post Area School District

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC Airport Corporate Park, 100 Hunt Center, Horseheads, NY 14845-1019

Bid Documents are also available for electronic viewing at www.HUNT-EASplans.com; including an up to date Plan Holders list.

Bid Documents may be obtained from the document distributor: Dataflow, Inc. via their designated web portal: www.nyplanroom.com. Office: **147 W. Gray Street, Suite 102, Elmira, NY 14901, phone (607) 734-8955 or (607) 772-2001 or BidSupport@goDataflow.com. Ordering from this web portal automatically places the prospective bidder on the plan holders' list. 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 through the designated web portal with notifications to registered bidders. Neither the Owner, Construction Manager, Architect/Engineer, nor Dataflow, Inc., as applicable will be responsible for bidding documents, including addenda, if any, that are obtained from sources other than the designated web portal.**

Bid documents including plans and specifications are available for electronic download for a non-refundable fee of $59.00, payable by credit card. Bid documents including printed sets of plans and specifications may be ordered in paper format for a refundable fee of $89, payable by credit card. Non-refundable shipping charges may apply.

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 set is returned in good condition to Dataflow within 30 days from the award of the contract or rejection of bids. Any non-bidder may be refunded their deposit only upon returning printed set PRIOR to bid opening.

All questions prior to bid opening must be received by the close of business on December 2, 2026. Questions shall be directed to Suhua Zhao at Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC at email zhaos@hunt-eas.com. All bidders request for information shall use the form located in specification 00 12 00 - Request for Information. A digital copy of this form is available upon request.

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

The Owner requires that all bids shall comply with the bidding requirements specified in the INSTRUCTIONS TO BIDDERS. The Owner may, at his discretion, waive informalities in bids, but is not obligated to do so, nor does this represent that he will do so. The Owner also reserves the right to reject any and all bids. Under no circumstances will the Owner waive any informality which, by such waiver, would give one Bidder a substantial advantage or benefit not enjoyed by all other Bidders. No Bidder may withdraw his Bid before forty-five (45) days after the actual date of the opening thereof, unless a mistake due to error is claimed by the Bidder in accordance with INSTRUCTIONS TO BIDDERS.

Attention of Bidders is particularly called to requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Bidders must comply with Section 220-I of NYS Labor Law, and provide Certificate of Registration as a part of their bid.

A Pre-Bid conference for all Bidders will be held on November 23 at 3:30 P.M. at the William Severn Elementary School Main Lobby for the purpose of reviewing the bidding procedures, the scope of work, and inspecting the proposed work areas.

Michelle Caulfield , Superintendent

Corning-Painted Post Area School District

SECTION 00 12 00
REQUEST FOR INFORMATION

DATE: _____.

CONTRACT: _____

DRAWING: _____

SPECIFICATION SECTION: _____

REQUEST: INCLUDE ATTACHMENTS AS REQUIRED TO CLARIFY QUESTION:

_____

_____

_____

_____

_____

_____

Requested by: _____
Name / Company Name

Contact Information: Phone_____E-mail: _____

ANSWER:

_____

_____

_____

_____

_____

By: _____ Date: _____ RFI #: _____

AIA® Document A701® – 2018

Instructions to Bidders

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

2649-162 - C-PP - 2025 Severn Elementary Alterations Project
36 McMahon Ave
Corning, NY 14830

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

Corning-Painted Post Area School District

Painted Post, NY 14830
6079363704

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

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
Airport Corporate Park
Horseheads, NY 14845
607-358-1000

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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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User Notes: (69c674225a5271108adb3269)

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.)

Bidding Documents are available in paper copy or electronic format, as outlined in the Advertisement for Bids.

§ 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 thirty days following the award of the contract or rejection of Bids. The cost to replace missing or damaged paper 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.

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§ 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.)

Requests shall be on form provided in the Bidding Documents, and submitted electronically, as outlined in the Advertisement for Bids.

§ 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.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

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(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Addenda, where practical, will be transmitted electronically regardless of how Bidding Documents were received. In all other instances, Addenda will be issued in paper copy.

§ 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.

§ 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. 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.

§ 3.5.2 If the contractor desires to use any kind, type, brand, or manufacturer of material other than those named in the Specification, he shall indicate in writing on the form included in Specification Section 00 44 00 Equivalent Listing, 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).

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

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

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.

§ 4.2.2 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.

§ 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, beginning45 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.)

Bids shall be submitted in paper copy as outlined in the Advertisement for Bids, and in accordance with Article 4 of these Instructions.

§ 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.

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§ 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.)

Notwithstanding any other provisions or regulations, the bid security shall be returned to the Bidder, at the address listed on the Bid Form as soon as is reasonable and practical.

§ 4.4.4 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 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.

§ 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.

§ 6.1.1 A copy of Contractor's Qualification Statement - AIA Document A305 is included for reference.

§ 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.

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.4 a Schedule of Values broken down by Specification Section for all portions of the work, unless otherwise noted in Section 01 20 00.

§ 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.

§ 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. The surety company shall be listed in the latest issue of the U.S. Treasury Circular 570.

§ 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.)

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.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

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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Additions and Deletions Report for
AIA® Document A701® – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:13:42 EDT on 03/27/2026.

Changes to original AIA text

PAGE 2

Bidding Documents are available in paper copy or electronic format, as outlined in the Advertisement for Bids.

§ 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~~ thirty days following the award of the contract or rejection of Bids. The cost to replace missing or damaged paper 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.

PAGE 3

Requests shall be on form provided in the Bidding Documents, and submitted electronically, as outlined in the Advertisement for Bids.

PAGE 4

Addenda, where practical, will be transmitted electronically regardless of how Bidding Documents were received. In all other instances, Addenda will be issued in paper copy.

§ 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. 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.

§ 3.5.2 If the contractor desires to use any kind, type, brand, or manufacturer of material other than those named in the Specification, he shall indicate in writing on the form included in Specification Section 00 44 00 Equivalent Listing, 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).

PAGE 6

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Notwithstanding any other provisions or regulations, the bid security shall be returned to the Bidder, at the address listed on the Bid Form as soon as is reasonable and practical. __

§ 4.4.4 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.

§ 6.1.1 A copy of Contractor's Qualification Statement - AIA Document A305 is included for reference.

PAGE 7

.4 a Schedule of Values broken down by Specification Section for all portions of the work, unless otherwise noted in Section 01 20 00.

§ 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. The surety company shall be listed in the latest issue of the U.S. Treasury Circular 570.

PAGE 8

.4 AIA Document E203™–2013, Building Information Modeling ~~Exhibit, if completed:~~and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

Variable Information

PAGE 1

2649-162 - C-PP - 2025 Severn Elementary Alterations Project

36 McMahon Ave
Corning, NY 14830

Corning-Painted Post Area School District

Painted Post, NY 14830

6079363704

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845

607-358-1000

PAGE 5

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:

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

§ 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
45
days after the opening of Bids, withdraw its Bid and request the return of its bid security.

Bids shall be submitted in paper copy as outlined in the Advertisement for Bids, and in accordance with Article 4 of these Instructions.

PAGE 6

Notwithstanding any other provisions or regulations, the bid security shall be returned to the Bidder, at the address listed on the Bid Form as soon as is reasonable and practical.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:13:42 EDT on 03/27/2026 under Order No. 20240043203 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 21 16
INSTRUCTIONS TO PROPOSERS

PART 1 COMPETITION PROCESS

1.1 PROJECT SCHEDULE

A. See Section 01 32 16 - Construction Progress Schedule.

B. Attendance at pre-proposal briefings and site tours is mandatory.

1.2 REQUEST FOR PROPOSALS

A. Qualified Proposers: Only those proposers already pre-qualified may receive the Proposal Documents or submit proposals.

B. The RFP Documents will consist of:
   1. The Request for Proposal, including:
      a. Project Information.
      b. The Instructions to Proposers.
      c. The Proposal Form.
      d. The Agreement and Conditions of the Contract and Contract Definitions.
      e. Sample contract forms.
   2. The Contract Documents, including:
      a. The Drawings.
      b. The Specifications.

C. Pre-Proposal Briefing(s):
   1. A Pre-Proposal conference for all Proposers will be held on November 23 at 3:30 P.M. at the William Severn Elementary School Main Lobby for the purpose of reviewing the proposal procedures, the scope of work, and inspecting the proposed work areas.
   2. Only prospective proposers of record will be allowed to attend.

D. Proposal Submission:
   1. Proposals will be received by Architect until close of business on December 9, 2026, after which proposals will opened privately and evaluated by Owner and Owner's project team.
   2. Location: The office of the Architect.
   3. Number of Copies: 1 original of Proposal and Exhibits.
      a. 2 extra copies of written materials.

E. Proposals will be opened privately.

F. Acceptance, Award, And Rejection: All proposals will remain subject to acceptance for the time period indicated in Section 00 42 00, but Owner may, at its sole discretion, release any proposal prior to that date.
   1. Owner reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals.
   2. Owner reserves the right to reject the proposal of any proposer if Owner believes that it would not be in the best interest of the project to make an award to that proposer, whether because the proposal is not responsive or the proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.
   3. Owner also reserves the right to waive informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer.

G. Execution Of Agreement: When the Owner gives a Notice of Award to the successful proposer, the proposer will be expected to execute the Agreement within 15 days thereafter and deliver the required contract security.

PART 2 EVALUATION

2.1 THE EVALUATORS

A. Evaluation and recommendation will be made by the Owner, and the Owner's project team.

B. Owner may conduct such other investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of proposers, subcontractors, suppliers, and other individuals and entities to perform the work in accordance with Contract Documents.

2.2 SELECTION CRITERIA

A. Basis of Selection: The successful proposal will be the one that provides the best value to the Owner, based on the price after correction for greater or lesser quality and/or shorter or longer time ("adjusted low bid"), with Contract Amount based on Proposal price, as well as exceptional qualifications.

B. Proposal Exhibits: Submit drawings, specifications, and other data as indicated on the Proposal Form of form and character sufficient to adequately explain the design intent and the character of the proposed construction; incorporate into the exhibits substantiation specified in the Performance Specifications as to be submitted for the Proposal.

C. Qualifications Criteria: To demonstrate qualifications to perform the work, each proposer must submit written evidence, as called for below.
   1. The individuals or entities that will be providing design professional services must be listed in the Proposal.
   2. See Conditions of the Contract for contract conditions that may affect personnel provided.

PART 3 TERMS AND PROCEDURES

3.1 COPIES OF DOCUMENTS

A. Complete sets of Proposal Documents must be used in preparing proposals. Neither the Owner nor any consultant of the Owner who might have been involved in the preparation of the Proposal Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

B. Proposal Documents will not be issued directly to Sub-proposers unless specifically indicated.

C. The Owner makes copies of the Proposal Documents available on the above terms only for the purpose of obtaining proposals for the work and does not confer any license or grant for any other use.

3.2 QUESTIONS

A. All questions prior to proposal must be received by the close of business on December 2, 2026. Questions shall be directed to Suhua Zhao at Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC at email zhaos @hunt-eas.com. All proposers request for information shall use the form located in specification 00 12 00 - Request for Information. A digital copy of this form is available upon request.

B. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda faxed or mailed to parties recorded by Owner as having received the Proposal Documents.

C. Proposers may arrange for courier delivery at their own expense.

D. Only questions answered by formal written Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

E. Addenda may also be issued to modify the Proposal Documents as deemed advisable by the Owner.

3.3 BRIEFINGS

A. Representatives of the Owner will be present to discuss the project.

B. Owner will transmit to prospective proposers of record such Addenda as Owner considers necessary in response to questions arising at the conference.

C. Oral statements made at briefings may not be relied upon and will not be binding or legally effective.

3.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. It is the responsibility of each proposer, before submitting a proposal, to:

B. Examine the Proposal and Contract Documents thoroughly.

C. Visit the site to become familiar with and satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, or performance of the work.

D. Consider federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

E. Study and carefully correlate the proposer's knowledge and observations with the Proposal Documents and other related data.

F. Promptly notify the Owner of conflicts, errors, ambiguities, and discrepancies which the proposer has discovered in the Proposal Documents.

3.5 SUPPLEMENTARY INVESTIGATIONS

A. Before submitting a proposal each proposer will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies, or data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, or performance of the work, or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by the proposer and safety precautions and programs incident thereto, or which the proposer deems necessary to prepare its proposal for performing the work in accordance with the time, price, and other terms and conditions of Contract Documents.

3.6 CONTRACT TIME

A. The time within which the work is to be completed will be incorporated into the Agreement.

B. The apparent successful proposer will be required to satisfy Owner that it will be able to achieve Substantial Completion and final completion within the designated times.

3.7 QUALIFICATION STATEMENT

A. Contractor's Qualification Statement:

1. Proposers 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 Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for the Proposal.
2. A copy of Contractor's Qualification Statement is included for reference.

B. Materials larger than 8-1/2 by 11 inches will not be accepted.

C. References: Maximum of 20, verified, with contact name, phone number, and fax number; notify contact person that Owner may request information.

D. Resumes: Maximum of 10 persons; maximum of 2 pages each.

E. Slides: Submit in plastic slide holders punched for 3-ring binder, for viewing without removal from holder.

F. Standard printed brochures are preferable to custom-prepared graphics.

3.8 PROPOSAL FORM

A. Proposal Form: The Proposal Form is included in the Proposal Documents; additional copies may be obtained from the Owner.

B. Fill in blanks on the Proposal Form electronically.
1. In addition to signatures, enter names electronically.
2. Show address, telephone number, fax number, and email address for communications regarding the proposal.
3. Sums shall be expressed in both words and numbers. In case of discrepency, the amount entered in words shall govern.
4. All requested Alternates shall be proposed. If no change in the Base Proposal, enter "No Change" in the proposal form.

C. Execute Proposals by partnerships in the partnership name; signed by a partner, whose title must appear under the signature.
1. Show the official address of the partnership below the signature.

D. Execute Proposals by corporations in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign); affix corporate seal and indicate it has been attested by the secretary or an assistant secretary.
1. Show corporate address and state of incorporation below the signature.
2. Attach evidence of authority to conduct business in the state where the work is to be performed If the proposer is an out-of-state corporation.

E. Include an acknowledgement of receipt of issued Addenda on the Proposal Form, including their numbers and dates.

3.9 PROPOSAL EXHIBITS

A. Materials submitted will become the property of the Owner.

B. Owner reserves the right to publish or display publicly submitted exhibits.

3.10 PROPOSAL SUBMISSION

A. Enclose Proposals in an opaque sealed envelope or box, marked with the project title and the designated portion of the project for which it is submitted and the name and address of the proposer.

B. Seal the price proposal in a separate envelope marked "PRICE PROPOSAL."

C. If the submission is sent through the mail or other delivery system, enclose the sealed envelope or box in a separate envelope or container marked "QUALIFICATIONS ENCLOSED" or "PROPOSAL ENCLOSED" (as applicable).

D. Include Exhibits indicated on the Proposal Form in the same envelope or box; clearly identify each separate item with the proposer's name and project name.

3.11 DISQUALIFICATION

A. Any proposer may be disqualified due to breach of proposal procedures, modification of proposal after submission, or withdrawal of proposal after submission.

3.12 SUBMITTALS

A. After notification of selection for the award of the Contract, the Proposer shall, as soon as practicable or as stipulated in the Contract Documents, submit in writing to the Owner through the Architect:
   1. a designation of the Work to be performed with the Proposer’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.
   4. a Schedule of Values broken down by Specification Section for all portions of the work, unless otherwise noted in Section 01 20 00.

B. The Proposer 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 Contract Documents.

C. Prior to the execution of the Contract, the Architect will notify the Proposer if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Proposer. If the Owner or Architect has reasonable objection to a proposed person or entity, the Proposer may, at the Proposer’s option, withdraw the Proposal or submit an acceptable substitute person or entity. The Proposer may also submit any required adjustment in the Base Proposal or AlternateProposal to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted proposal price or disqualify the Proposer.

D. Persons and entities proposed by the Proposer 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.

3.13 PERFORMANCE BOND AND PAYMENT BOND

A. Bond Requirements:
   1. If stipulated in the Contract Documents, the Proposer shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
   2. If the furnishing of such bonds is stipulated in the Contract Documents, the cost shall be included in the Proposal. If the furnishing of such bonds is required after receipt of proposals and before execution of the Contract, the cost of such bonds shall be added to the Proposal in determining the Contract Sum.
   3. The Proposer shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The surety company shall be listed in the latest issue of the U.S. Treasury Circular 570.
   4. Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

B. Time of Delivery and Form of Bonds
   1. The Proposer shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract.

2. Unless otherwise provided, the bonds shall be written on Performance Bond and Payment Bond documents stipulated.
3. The bonds shall be dated on or after the date of the Contract.
4. The Proposer 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.

3.14 EXECUTION OF AGREEMENT

A. Notice of Award will be accompanied by required number of unsigned copies of the Agreement with other written Contract Documents attached.

B. Proposer is required to sign and deliver the required number of copies of the Agreement and attached documents to Owner with the required contract security.

C. Within 15 days thereafter Owner will deliver one fully signed copy to the Proposer .

D. The Conditions of the Contract set forth the Owner's requirements as to performance and payment bonds or other contract security. When the successful proposer delivers the executed Agreement to Owner, it must be accompanied by the required contract security.

END OF SECTION

SECTION 00 41 13
BID FORM

(SUBMIT IN DUPLICATE)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park, 100 HUNT Center Horseheads, NY 14845

BID SUBMITTED BY:_____

ADDRESS:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

FAX NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NEW YORK STATE DEPARTMENT OF LABOR REGISTRATION #_____
Copy of NYSDOL Certificate of Registration MUST be submitted with bid.

PROJECT NAME: 2025 William E Severn Elementary Alterations Project

HUNT PROJECT NUMBER: 2649-162

OWNER: Corning-Painted Post Area School District

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

CONTRACT #:

(Refer to Section 01 10 00 Summary)

_____

(AMOUNT IN WORDS)

_____

(AMOUNT IN FIGURES)

SHOW AMOUNT OF BASE BID IN BOTH WORDS AND FIGURES; IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES SHOWN, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

ADDENDA

THE FOLLOWING ADDENDA HAVE BEEN RECEIVED. THE MODIFICATIONS TO THE BID DOCUMENTS NOTED BELOW HAVE BEEN CONSIDERED AND ALL COSTS ARE INCLUDED IN THE BID AMOUNT.

LIST OF ADDENDA RECEIVED

No. _____ Date _____ No._____ Date _____

No. _____ Date _____ No._____ Date _____

No. _____ Date _____ No._____ Date _____

ALLOWANCES

The bidder acknowledges that all Cash Allowances and Contingency Allowances, further described in Section 01 21 00 - Allowances that are assigned to this work contract ARE INCLUDED in the Bid Amount.

ALTERNATES

Indicate in the spaces provided below the amount to be added to or deducted from the BASE BID if the following ALTERNATES as described in SECTION 01 23 00 - Alternates of the Project Manual are accepted by the Owner.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of work specified in Contract Documents, and additional or lesser work required under your scope of work that may be required by acceptance of the ALTERNATE.

Include entries for all ALTERNATES listed by indicating Add, Deduct, or No Change, followed by appropriate amounts for work under the Contract scope.

Refer to INSTRUCTIONS TO BIDDERS and SECTION 01 23 00 - Alternates for additional information regarding ALTERNATES.

LIST OF ALTERNATES:

ALTERNATE NO. 1: Playground Surfacing South and Playground Equipment

Circle One: Add Deduct No Change

_____

(Amount in Words)

_____

(Amount in Figures)

ALTERNATE NO. 2:Playground Surfacing North

Circle One: Add Deduct No Change

_____

(Amount in Words)

_____

(Amount in Figures)

ALTERNATE NO. 3:Full Roof Replacement above Gym & Multipurpose Room area and Roof Over above Area A & Area B classroom area

Circle One: Add Deduct No Change

_____

(Amount in Words)

_____

(Amount in Figures)

ALTERNATE NO. 4:Granite Curb at the Lower Parking Cross Walk

Circle One: Add Deduct No Change

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICES

The following are UNIT PRICES for specific portions of the work listed. Include in the amount of the UNIT PRICES, all labor, material, products, tools, equipment, plant and facilities, transportation, services and incidentals, erection, application or installation of the item of work; overhead and profit.

The amount indicated on the BID FORM is for contract purposes only if additional or lesser amount of work is required under a specific UNIT PRICE.

Include a price for all UNIT PRICES for work under your scope of work. Refer to SECTION 01 22 00 - Unit Prices of the Project Manual for additional information regarding UNIT PRICES.

LIST OF UNIT PRICES:

UNIT PRICE NO. 1: Remedial Floor Coating System.

ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 2: Asbestos Abatement of Pipe Fitting Insulation.

ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 3: Asbestos Abatement of Pipe Insulation.

ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 4: Asbestos Abatement Floor Tile and Mastic.

ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 5: Asbestos Abatement Containment Area.
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 6: Asbestos Abatement Decontamination System Enclosure.
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 7: Asbestos Abatement Associated with Minor-Size Penetrations.
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 8: Asbestos Abatement Associated with Small-Size Penetrations.
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 9: Granular Base.
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 10:Full depth roof replacement
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 11:Retrofit Roof Drain
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 12: Additional Category 6 Data Drop - Established Pathway.
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

UNIT PRICE NO. 13: Additional Category 6 Data Drop - New Pathway.
ADD/DEDUCT

_____

(Amount in Words)

_____

(Amount in Figures)

EXECUTION OF CONTRACT

If written notice of the acceptance of this BID is mailed, telegraphed, or otherwise delivered to the undersigned within (45) days after the date of opening of the Bids, the undersigned will, within ten (10) days after the date of such delivery, execute and deliver a contract in the form as required by the Architect.

The BID may be withdrawn at any time prior to the scheduled time for the opening of Bids, or any authorized postponement thereof.

SIGNATURE_____

NAME OF BIDDER (Corporate Name)_____

( )

( ) SIGNATURE OF CORPORATE OFFICER_____

( )

( )

( )

( )

( ) DATE_____

Signature: _____

Name of Bidder:_____

END OF SECTION

SECTION 00 42 00
PROPOSAL FORM

(SUBMIT IN DUPLICATE)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park, 100 HUNT Center Horseheads, NY 14845

PROPOSAL SUBMITTED BY: _____.

ADDRESS:_____.

PHONE NUMBER:_____.

E-MAIL ADDRESS:_____.

FAX NUMBER:_____.

FEDERAL EMPLOYER IDENTIFICATION NUMBER:_____.

NEW YORK STATE DEPARTMENT OF LABOR REGISTRATION#_____

Copy of NYSDOL Certificate of Registration MUST be submitted with proposal.

PROJECT NAME: 2025 William E Severn Elementary Alterations Project

HUNT PROJECT NUMBER: 2649-162

OWNER: Corning-Painted Post Area School District

The Proposer (identified above) hereby certifies that he has examined and fully understands the requirements and intent of the PROPOSAL AND CONTRACT DOCUMENTS, including Drawings, Project Manual, and Addenda; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on or before, the dates specified in the Contract Documents for the BASE PROPOSAL sum of:

PROJECT CONTRACT #:

(Refer to Section 01 10 00 Summary)

_____

(AMOUNT IN WORDS)

_____

(AMOUNT IN FIGURES)

SHOW AMOUNT OF BASE PROPOSAL IN BOTH WORDS AND FIGURES; IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES SHOWN, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

ADDENDA

THE FOLLOWING ADDENDA HAVE BEEN RECEIVED. THE MODIFICATIONS TO THE CONTRACT DOCUMENTS NOTED BELOW HAVE BEEN CONSIDERED AND ALL COSTS ARE INCLUDED IN THE PROPOSAL AMOUNT.

LIST OF ADDENDA RECEIVED

No.	Date	No.	Date
No.	Date	No.	Date
No.	Date	No.	Date

ALLOWANCES

The proposer acknowledges that all Cash Allowances and Contingency Allowances, further described in Section 01 21 00 - Allowances that are assigned to this work contract ARE INCLUDED in the Proposal Amount.

ALTERNATES

Indicate in the spaces provided below the amount to be added to the BASE PROPOSAL if the following ALTERNATES as described in SECTION 01 23 00 - Alternates of the Project Manual are accepted by the Owner.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of work specified in Contract Documents, and additional work required under your scope of work that may be required by acceptance of the ALTERNATE.

Include a proposal amount for all ALTERNATES with work applicable under your scope of work.

Refer to INSTRUCTIONS TO PROPOSERS and SECTION 01 23 00 - Alternates for additional information regarding ALTERNATES.

LIST OF ALTERNATES:

ALTERNATE #1:Playground Surfacing South and Playground Equipment

Select One: Add/Deduct

_____

(Amount in Words)

_____

(Amount in Figures)

ALTERNATE #2:Playground Surfacing North

Select One: Add/Deduct

_____

(Amount in Words)

_____

(Amount in Figures)

ALTERNATE #3:Full Roof Replacement above Gym & Multipurpose Room area and Roof Over above Area A & Area B classroom area

Select One: Add/Deduct

_____

(Amount in Words)

_____

(Amount in Figures)

ALTERNATE #4:Granite Curb at the Lower Parking Cross Walk

Select One: Add/Deduct

_____

(Amount in Words)

_____

(Amount in Figures)

EXECUTION OF CONTRACT

If written notice of the acceptance of this PROPOSAL is mailed, telegraphed, or otherwise delivered to the undersigned within (45) days after the date of opening of the Proposals, the undersigned will, within ten (10) days after the date of such delivery, execute and deliver a contract in the form as required by the Architect.

The PROPOSAL may be withdrawn at any time prior to the scheduled time for the opening of Proposals, or any authorized postponement thereof.

SIGNATURE_____

NAME OF PROPOSER (Corporate Name)_____

( )

( ) SIGNATURE OF CORPORATE OFFICER_____

( )

( )

( )

( )

( ) DATE_____

Signature: _____

Name of Proposer:_____

SUBCONTRACTOR IDENTIFICATION

This form must be submitted with PROPOSAL by the Prime Contractor.

List all subcontract pricing solicited as they apply to this project below:

BASE PROPOSAL:

TRADE	CONTRACTOR NAME	AMOUNT PROPOSED

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Corning-Painted Post Area School District

165 Charles S
Painted Post, NY 14830

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
2649-162 - C-PP - 2025 Severn Elementary Alterations Project
36 McMahon Ave
Corning, NY 14830

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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User Notes: (69c674f9de7874facd946656)

bond and not as a common law bond.

Signed and sealed this Twenty-seventh day of March , Two Thousand Twenty-Six

CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
(Printed name and title)	*(Printed name and title)*
(Witness)	*(Witness)*

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Additions and Deletions Report for
AIA® Document A310™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:18:18 EDT on 03/27/2026.

Changes to original AIA text

PAGE 2

Variable Information

PAGE 1

Corning-Painted Post Area School District

165 Charles S
Painted Post, NY 14830

2649-162 - C-PP - 2025 Severn Elementary Alterations Project

36 McMahon Ave
Corning, NY 14830

PAGE 2

Signed and sealed this Twenty-seventh day of March , Two Thousand Twenty-Six

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:18:18 EDT on 03/27/2026 under Order No. 20240043203 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 44 00
EQUIVALENT LISTING

PRIME CONTRACT: _____

SUBMITTED BY 3 LOW BIDDERS WITHIN 72 HOURS AFTER BID OPENING

In accordance with Article 3 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:_____

END OF SECTION

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AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

[ ] Exhibit A – General Information
[ ] Exhibit B – Financial and Performance Information
[ ] Exhibit C – Project-Specific Information
[ ] Exhibit D – Past Project Experience
[ ] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature **Date**

Printed Name and Title

NOTARY

State of:
County of:
Signed and sworn to before me this day of

Notary Signature

My commission expires:

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:19:50 EDT on 03/27/2026 under Order No. 20240043203 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ - 2020, Contractor's Qualification Statement, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

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§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

.2 If your organization is a partnership, identify its partners and its date of organization.

.3 If your organization is individually owned, identify its owner and date of organization.

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

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§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

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§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

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AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

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§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

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§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?

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AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

2649-162 -C-PP - 2025 Severn Elementary Alterations Project
36 McMahon Ave
Corning, NY 14830

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

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§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, or AIA Document A132-2019, Exhibit A, as applicable, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

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§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

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§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, or AIA Document A132-2019, Exhibit A, as applicable, Insurance A.3.2.2.2? If so, identify.

Variable Information

PAGE 1

2649-162 -C-PP - 2025 Severn Elementary Alterations Project

36 McMahon Ave
Corning, NY 14830

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AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00
PROJECT DELIVERY METHOD	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:
SUSTAINABILITY CERTIFICATIONS				

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AIA® Document A305® – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00	Contract Amount 0.00 Completion Date % Self-Performed Work 0.00
PROJECT DELIVERY METHOD	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:	[ ] Design-bid-build [ ] Design-build [ ] CM constructor [ ] CM advisor [ ] Other:
SUSTAINABILITY CERTIFICATIONS				

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SECTION 00 45 19
NON-COLLUSION AFFIDAVIT
(MUST BE SUBMITTED WITH BID)

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 their 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 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 competitor;
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 a bid for the purpose of restricting competition;
D. 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;
E. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
F. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certification by the signature of this bid or proposal in behalf of the corporate bidder.

A bid shall not be considered for award nor shall any award be made where A, B, C, and D above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where A, 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 Subparagraph B, above.

CONTINUED ON NEXT PAGE

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 herein, 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.

INDIVIDUAL_____
CORPORATION_____
Dated:_____
By:_____
(Signature of Officer)

END OF SECTION

SECTION 00 45 43
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: 2025 William E Severn Elementary Alterations Project

CONTRACT FOR:

_____

List Contract Type

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

_____

Name of Corporation

At a meeting of it's Board of Directors held on:_____

Date

_____

Secretary

Seal of the Corporation

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SECTION 00 45 46.01
IRAN DIVESTMENT ACT CERTIFICATION

EVERY BID OR PROPOSAL HEREAFTER MADE TO A POLITICAL SUBDIVISION OF THE STATE OR ANY PUBLIC DEPARTMENT, AGENCY OR OFFICIAL THEREOF WHERE COMPETITIVE BIDDING IS REQUIRED BY STATUTE, RULE, REGULATION OR LOCAL LAW, FOR WORK OR SERVICES PERFORMED OR TO BE PERFORMED OR GOODS SOLD OR TO BE SOLD, SHALL CONTAIN THE FOLLOWING STATEMENT SUBSCRIBED BY THE BIDDER AND AFFIRMED BY SUCH BIDDER AS TRUE UNDER THE PENALTIES OF PERJURY:

INTRODUCTION:

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). 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, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the 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 New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY NAME: _____

DATE: _____

END OF SECTION

SECTION 00 45 46.02
FEDERAL AND STATE CERTIFICATION

INTRODUCTION:

Pursuant to Section 103, Subdivision 1-c of the New York General Municipal Law in the conduct of public bidding, the law requires the officer, board or agency of any political subdivision or of any district therein, to consider whether the putative low bidder or any substantially owned affiliated entity of the putative low bidder has been found to be in violation of any of three federal laws, specifically, the Davis-Bacon Act, the federal prevailing wage statute, the Copeland Act and the Contract Hours and Safety Standards Act which covers hours of work and safety standards in federal public contracting. If the putative low bidder is not in compliance with the named federal laws, then the Owner may not award the contract.

I, _____the _____of_____
(Name) (Title) (Company)

swear of affirm that the following is true:

1. The company, its principals or entities related to the company named above, is not now, nor ever has been, debarred from contracting with the United States Government or any State government.

2. The company is not now under investigation by any agency of the Federal Government or the government of any State for any actions by the company, its principals or any related entity, for any alleged malfeasance or misfeasance of any kind or nature which could lead to a debarment from governmental contracting or criminal prosecution, as well as render any contracts signed in reliance on this certification voidable by the party relying on this certification.

3. I have full legal authority under my company's organizational documents or bylaws to make this certification on the company's behalf.

4. I understand that submission of a false statement on this document will subject me to criminal prosecution.

Dated: _____ _____
Signature

END OF SECTION

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SECTION 00 45 46.04
GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

INTRODUCTION:

Pursuant to Section 139-M of the New York State Finance Law in the conduct of public bidding, the law requires any Bidder to certify that they have adopted and implemented a written “Gender-Based Violence and the Workplace” policy that meets or exceeds the minimum requirements established by the New York State Office for the Prevention of Domestic Violence (OPDV).

The policy shall include at a minimum:

1. A prohibition of discrimination or retaliation against employees who are victims or survivors of gender-based violence;
2. Provision of information to employees about gender-based violence, including posting of the NYS Domestic & Sexual Violence Hotline and related OPDV materials in conspicuous workplace locations;
3. Procedures for referring employees who disclose gender-based violence to the NYS Domestic & Sexual Violence Hotline (1-800-942-6906 / text 844-997-2121 / opdv.ny.gov), or to equivalent local providers if located outside New York State;
4. Compliance with all other applicable New York State laws and regulations.

The Bidder understands that failure to maintain such a policy may render it ineligible for award of this or future contracts with the State of New York or its political subdivisions.

The Bidder agrees to furnish a copy of its current policy upon request by the contracting agency or its representative.

CERTIFICATION:

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 the Bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

ACKNOWLEDGEMENT:

I,_____the_____of_____

(Name) (Title) (Company)

swear or affirm under penalty of perjury, that the above statements are true and that our firm is in compliance with New York State Finance Law Section 139-M.

Dated: _____ _____

Signature

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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 Twenty-seventh day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Corning-Painted Post Area School District

Painted Post, NY 14830
6079363704

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

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

2649-162 - C-PP - 2025 Severn Elementary Alterations Project
36 McMahon Ave
Corning, NY 14830

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

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865
607-535-5400

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

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845
607-358-1000

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

[X] 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.)

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.

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§ 3.3 Substantial Completion of the Project or Portions Thereof

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

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 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.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] 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

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.4.4 Time is of the essence of this Agreement. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the contract time, and that the Owner may enter into binding agreements demising all or part of the premises where Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the contract time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the contract time, the Owner will sustain extensive damages and serious loss as a result of such failure.

§ 3.4.5 The Contractor shall prepare and periodically update a Project schedule for the Owner's review and acceptance. The Project schedule shall coordinate and integrate the Contractor's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion.

(a) If the Owner, in good faith, determines that the Contractor is behind the Project Schedule, the Owner shall give the Contractor ten (10) days to take whatever action is necessary to return the Work to adherence to the Project Schedule. After such ten (10) day period, if the Owner determines that the Work is still behind the Project Schedule, and Contractor fails to initiate the cure and fails to continue to progress with the cure of correcting the deficiency or work to the satisfaction of the Owner, the Owner may terminate the Contract without any further notice required under General Conditions Article 14 or correct the deficiency at the Contractor's expense.

(b) Any modifications to the Project Schedule must be agreed to by the Contractor and Owner and contained in a Change Order to the Contract signed by both parties.

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.)

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[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 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

§ 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)

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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 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month following the one in which Application for Payment is received month. If an Application for Payment is received by the Architect 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 Architect receives the Application for Payment.

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional

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judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 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.)

5% pursuant to NYS General Municipal Law Section 106-b upon the Contractor providing a performance bond and a labor and material bond in the amount of 100% of the anticipated final Contract Sum.

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

5% pursuant to NYS General Municipal Law Section 106-b upon the Contractor providing a performance bond and a labor and material bond in the amount of 100% of the anticipated final Contract Sum.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, 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. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

To be determined by a written change order agreement by the parties.

§ 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, 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.

§ 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, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 %

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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.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction located in County where the project is located.

[ ] Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None.

§ 7.1.1.2 In the case of

such termination for the

Owner's convenience, the Contractor

shall
be entitled to
receive payment for Work performed up to the date of termination.

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§

7.1.2 The Work may be suspended by the Owner as

provided in Article 14 of AIA Document A232–2019.

§ 7.3 Suspension

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to 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)

Paul Webster
Painted Post, NY 14830
6079363704
pwebster@cppmail.com

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

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Article 10 of this Agreement, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 10 of this Agreement, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given *by email delivery to the recipient provided proof of delivery and/or receipt of the email can be* provided upon demand.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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§ 8.8 Other provisions:

§ 8.7.1 This Agreement shall be governed by the laws of the State of New York.

§ 8.7.2 The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other.

§ 8.7.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

§ 8.7.4 If the Contractor receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 8.7.5 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Owner.

§ 8.7.6 Contractor agrees to comply with all New York State laws which may be applicable to this Agreement, and to require similar compliance from its subcontractors and consultants.

§ 8.7.7 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the Owner, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer of employee of the Owner, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.

§ 8.7.8 Contractor agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the Owner, and further agrees to provide necessary staff support in the performance of such audit. Contractor agrees to maintain for a period of five (5) consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond five years for any and all records and information pertaining to unresolved questions which have been brought to Contractor's attention by written notice.

§ 8.7.9 To the fullest extent by permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Owner's consultant's, Architect, Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Contractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

§ 8.7.10 Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed. Contractor agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2

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AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project

.3 Intentionally omitted

.4 Intentionally omitted 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

Number	Title	Date

.6 Specifications

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 Exhibits:

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

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.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.

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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.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2019.)

Type of insurance or bond	Limit of liability or bond amount
Performance and Payment Bond in a form mutually agreed upon by the parties	100% of the Contract Sum

§ 10.1 The Contractor shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Article 10. The certificates will show the Owner and the Architect as additional insureds on the Comprehensive General Liability, Automobile and Umbrella/Excess policies.

§ 10.2 The Contractor's insurance policies for the additional insured required under this Article 10 shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.

§ 10.3 Upon the Owner's request, the Contractor shall provide copies of policies and all endorsements for the insurance requirements under this Article 10.

§ 10.4 The Contractor shall provide the Owner 30 days' prior written notice of any cancellation of any insurance policies required under this Section 10 and notice as soon as reasonably practicable of any reduction of available coverage on account of a modification of any insurance policies required under Section 10 or claims paid under such policies.

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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Additions and Deletions Report for
AIA® Document A132® – 2019

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Changes to original AIA text

PAGE 2

TABLE OF ARTICLES

~~**EXHIBIT A**~~ **10 INSURANCE AND BONDS**

~~**EXHIBIT B DETERMINATION OF THE COST OF THE WORK**~~

PAGE 3

§ 3.4.4 Time is of the essence of this Agreement. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the contract time, and that the Owner may enter into binding agreements demising all or part of the premises where Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the contract time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the contract time, the Owner will sustain extensive damages and serious loss as a result of such failure.

§ 3.4.5 The Contractor shall prepare and periodically update a Project schedule for the Owner's review and acceptance. The Project schedule shall coordinate and integrate the Contractor's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion.

(a) If the Owner, in good faith, determines that the Contractor is behind the Project Schedule, the Owner shall give the Contractor ten (10) days to take whatever action is necessary to return the Work to adherence to the Project Schedule. After such ten (10) day period, if the Owner determines that the Work is still behind the Project Schedule, and Contractor fails to initiate the cure and fails to continue to progress with the cure of correcting the deficiency or work to the satisfaction of the Owner, the Owner may terminate the Contract without any further notice required under General Conditions Article 14 or correct the deficiency at the Contractor's expense.

(b) Any modifications to the Project Schedule must be agreed to by the Contractor and Owner and contained in a Change Order to the Contract signed by both parties.

PAGE 4

~~**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**~~

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§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

PAGE 5

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 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)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

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§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 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)

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

PAGE 6

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 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

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

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~~**§ 4.4.8** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~**§ 4.4.9** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.~~

~~**§ 4.5** Liquidated damages, if any:~~
~~*(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)*~~

~~**§ 4.6** Other:~~
~~*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*~~

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month following the one in which Application for Payment is received month. If an Application for Payment is received by the ~~Construction Manager~~ Architect 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~~ Architect receives the Application for Payment.
~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

PAGE 7

~~**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**~~

~~**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.~~

~~**§ 5.1.5.2** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~**§ 5.1.5.3** In accordance with AIA Document A232–2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~**§ 5.1.5.3.1** The amount of each progress payment shall first include:~~

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.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 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;

PAGE 8

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232–2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 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.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232–2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed

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Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

PAGE 9

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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~~**§ 5.1.6.8** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.~~

PAGE 10

~~**§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**~~

~~**§ 5.2.2.1** 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, and to satisfy other requirements, if any, which extend beyond final payment;~~

~~**.2** the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~

~~**.3** a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~**§ 5.2.2.2** 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, or as follows:~~

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

A232–2019.

[X] Litigation in a court of competent ~~jurisdiction.~~jurisdiction located in County where the project is located.

PAGE 11

~~**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 ofAIA Document A232–2019.~~**7.1.1.2** In the case of

~~**§ 7.2 Where theContract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**~~**such termination for the**

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§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractoras provided in Article 14 of AIA Document A232–2019.Owner's convenience, the Contractor

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:shall

.1 Take the Cost of the Work incurred by the Contractor tothe date of termination;be entitled to

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;receive payment for Work performed up to the date of termination.

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner asdescribed above.**7.1.2** The Work may be suspended by the Owner as

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:provided in Article 14 of AIA Document A232–2019.

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.A232–2019.

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PAGE 12

§ 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, Exhibit A, Insurance and Bonds,~~ Article 10 of this Agreement, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A132™–2019, Exhibit A,~~ Article 10 of this Agreement, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given ~~in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~
~~*(If other than in accordance with a building information modeling exhibit, 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 berequired to generate a read receipt for the transmission.)*~~*by email delivery to the recipient provided proof of delivery and/or receipt of the email can be*

provided upon demand.

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

PAGE 13

.2 ~~AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit~~

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

.3 Intentionally omitted

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

PAGE 14

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.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2019.)

Type of insurance or bond	**Limit of liability or bond amount**
Performance and Payment Bond in a form mutually agreed upon by the parties	100% of the Contract Sum

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§ 10.1 The Contractor shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Article 10. The certificates will show the Owner and the Architect as additional insureds on the Comprehensive General Liability, Automobile and Umbrella/Excess policies.

§ 10.2 The Contractor's insurance policies for the additional insured required under this Article 10 shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.

PAGE 15

§ 10.3 Upon the Owner's request, the Contractor shall provide copies of policies and all endorsements for the insurance requirements under this Article 10.

§ 10.4 The Contractor shall provide the Owner 30 days' prior written notice of any cancellation of any insurance policies required under this Section 10 and notice as soon as reasonably practicable of any reduction of available coverage on account of a modification of any insurance policies required under Section 10 or claims paid under such policies.

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-seventh day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

Corning-Painted Post Area School District

Painted Post, NY 14830

6079363704

2649-162 - C-PP - 2025 Severn Elementary Alterations Project

36 McMahon Ave
Corning, NY 14830

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865

607-535-5400

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845

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607-358-1000

PAGE 2

[X] The date of this Agreement.

PAGE 3

[X] By the following date:

PAGE 4

[X] Stipulated Sum, in accordance with Section 4.2 below

PAGE 6

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month following the one in which Application for Payment is received month. If an Application for Payment is received by the Architect 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 Architect receives the Application for Payment.

PAGE 8

5% pursuant to NYS General Municipal Law Section 106-b upon the Contractor providing a performance bond and a labor and material bond in the amount of 100% of the anticipated final Contract Sum.

PAGE 9

Not applicable.

5% pursuant to NYS General Municipal Law Section 106-b upon the Contractor providing a performance bond and a labor and material bond in the amount of 100% of the anticipated final Contract Sum.

To be determined by a written change order agreement by the parties.

2 % per annum simple interest

PAGE 10

[X] Litigation in a court of competent jurisdiction located in County where the project is located.

None.

PAGE 11

Paul Webster

Painted Post, NY 14830

6079363704

pwebster@cppmail.com

PAGE 12

§ 8.7.1 This Agreement shall be governed by the laws of the State of New York.

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§ 8.7.2 The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other.

§ 8.7.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

§ 8.7.4 If the Contractor receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 8.7.5 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Owner.

§ 8.7.6 Contractor agrees to comply with all New York State laws which may be applicable to this Agreement, and to require similar compliance from its subcontractors and consultants.

§ 8.7.7 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the Owner, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer of employee of the Owner, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.

§ 8.7.8 Contractor agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the Owner, and further agrees to provide necessary staff support in the performance of such audit. Contractor agrees to maintain for a period of five (5) consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond five years for any and all records and information pertaining to unresolved questions which have been brought to Contractor's attention by written notice.

§ 8.7.9 To the fullest extent by permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Owner's consultant's, Architect, Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Contractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

§ 8.7.10 Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed. Contractor agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:33:46 EDT on 03/27/2026 under Order No. 20240043203 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ - 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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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)

Corning-Painted Post Area School District
165 Charles St Painted Post, NY 14870

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

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $

Modifications to this Bond:		None		See Section 16

Company: *(Corporate seal)*

Company: *(Corporate seal)*

CONTRACTOR AS PRINCIPAL
(Signature)

SURETY *(Signature)*

(Printed name and title)

(Printed name and title)

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

(FOR INFORMATION ONLY — Name, address and telephone)

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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AGENT or **BROKER:**	**OWNER'S REPRESENTATIVE:** *(Architect, Engineer or other party:)* Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC \

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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

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the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

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Changes to original AIA text

PAGE 1

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

-Corning-Painted Post Area School District
165 Charles St Painted Post, NY 14870

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

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $

Modifications to this Bond:		None		See Section 16

PAGE 2

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
\

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Variable Information

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Certification of Document's Authenticity

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

Corning-Painted Post Area School District
165 Charles St Painted Post, NY 14870

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

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $

Modifications to this Bond:		None		See Section 18

Company: *(Corporate seal)*

Company: *(Corporate seal)*

CONTRACTOR AS PRINCIPAL *(Signature)*

SURETY *(Signature)*

(Printed name and title)

(Printed name and title)

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

(FOR INFORMATION ONLY — Name, address and telephone)

ADDITIONS AND DELETIONS:
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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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AGENT or **BROKER:**	**OWNER'S REPRESENTATIVE:** *(Architect, Engineer or other party:)*

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant

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under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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§ 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.)

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Changes to original AIA text

PAGE 1

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

-Corning-Painted Post Area School District
165 Charles St Painted Post, NY 14870

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

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $

Modifications to this Bond:		None		See Section 18

PAGE 2

AGENT or **BROKER:**

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

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PAGE 5

Variable Information

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document G715™ – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: *(name and address)* 2649-162 - C-PP - 2025 Severn Elementary Alterations Project 36 McMahon Ave Corning, NY 14830	**CONTRACT INFORMATION:** Contract For: Date: 03-27-2026	**CERTIFICATE INFORMATION:** Producer: Insured: Date:
OWNER: *(name and address)* Corning-Painted Post Area School District Painted Post, NY 14830	**ARCHITECT:** *(name and address)* Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC Airport Corporate Park Horseheads, NY 14845	**CONTRACTOR:** *(name and address)*

		Yes	No	N/A
A.	**General Liability**			
1.	Does this policy include coverage for:			
a	Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?	[ ]	[ ]	[ ]
b	Personal injury and advertising injury?	[ ]	[ ]	[ ]
c	Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	[ ]	[ ]	[ ]
d	Bodily injury or property damage arising out of completed operations?	[ ]	[ ]	[ ]
e	The Contractor's indemnity obligations included in the Contract Documents?	[ ]	[ ]	[ ]
2.	Does this policy contain an exclusion or restriction of coverage for:			
a	Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?	[ ]	[ ]	[ ]
b	Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?	[ ]	[ ]	[ ]
c	Claims for bodily injury other than to employees of the insured?	[ ]	[ ]	[ ]
d	Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	[ ]	[ ]	[ ]
e	Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	[ ]	[ ]	[ ]
f	Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	[ ]	[ ]	[ ]
g	Claims related to residential, multi-family, or other habitational projects?	[ ]	[ ]	[ ]
h	Claims related to roofing?	[ ]	[ ]	[ ]
i	Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	[ ]	[ ]	[ ]
j	Claims related to earth subsistence or movement?	[ ]	[ ]	[ ]
k	Claims related to explosion, collapse, and underground hazards?	[ ]	[ ]	[ ]

		Yes	No	N/A
B.	**Other Insurance Coverage**			
1.	Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.			
a	Professional liability insurance Coverage limits:	[ ]	[ ]	[ ]
b	Pollution liability insurance	[ ]	[ ]	[ ]

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	Coverage limits:			
c	Insurance for maritime liability risks associated with the operation of a vessel	[ ]	[ ]	[ ]
	Coverage limits:			
d	Insurance for the use or operation of manned or unmanned aircraft	[ ]	[ ]	[ ]
	Coverage limits:			
e	Property insurance	[ ]	[ ]	[ ]
	Coverage limits:			
f	Railroad protective liability insurance	[ ]	[ ]	[ ]
	Coverage limits:			
g	Asbestos abatement liability insurance	[ ]	[ ]	[ ]
	Coverage limits:			
h	Insurance for physical damage to property while it is in storage and in transit to the construction site	[ ]	[ ]	[ ]
	Coverage limits:			
i	Other:	[ ]	[ ]	[ ]

_____

(Signature)

_____

(Printed name and title)

_____

Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
X	Blanket Broad Form Contractual	X	X				MED EXP (Any one person)	$ 5,000
X	Includes XCU						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY							
X	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
X	**UMBRELLA LIAB** X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE	$ 5,000,000
	DEDUCTIBLE							$
X	RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SUBMIT proof of Workers Compensation and disability as per examples attached			WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hunt Engineers, Architects & Land Surveyors, Welliver, Inc., and Corning-Painted Post ASD are included as an additional insured per form CG 20 10 11 85 or equivalent. Coverage on a primary and non contributory basis for work.

CERTIFICATE HOLDER

Corning Painted Post ASD
165 Charles St.
Painted Post, NY 14870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Understanding New York Workers Compensation Board

Workers Compensation and N.Y.S Disability Benefits Liability

This is a brief description for governmental organizations to validate vendor workers compensation and NYS Disability Benefits coverage. These requirements should be used when applying for permits, licenses or secure contracts. Copies should be obtained not only at the initial issuance but at renewal as well. A full instruction manual can be obtained from the Workers Comp Board.

The forms discussed are:

1) Form CE-200- Affidavit of Exemption (obtain at: www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
   - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.

2) Workers Compensation

- Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
  - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.

- Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
  - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at **518-402-0247**. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**

- Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
  - The self-insurance administrator of the group completes the form.

- Form U-26.3: Certificate of WC
  - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).

3) New York State Disability Benefits Law (DBL)

- Form DB-120.1: Certificate of DBL Insurance (obtain from workers compensation board)
  - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the Bureau of Compliance. (certificates@wcb.state.ny.us)

- Form DB-155: Certificate of DBL Self-Insurance
  - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at **518-402-0247**.

4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (http://www.wcb.state.ny.us/content/main/forms/bp-1.pdf)

NOTE: ACORD Certificates of Insurance are not acceptable proof. Must use one of the forms noted above:

Form CE-200

Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For: BUILDING PERMIT
JOHN SMITH **123 MAIN STREET** **ALBANY, NY 12207** **111-111-1111** **Federal ID Number: XXXXX6789**	**From: CITY OF ALBANY, DEPT OF BUILDING AND CODES** The location of where work will be performed is **123 ACME AVENUE, ALBANY, NY 12203.** Estimated dates necessary to complete work associated with the building permit are from **October 14, 2008 to March 31, 2009.** The estimated dollar amount of project is **$25,001 - $50,000**

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date:

Exemption Certificate Number
2008-00197

Received
October 2, 2008
NYS Workers' Compensation Board

CE-200 (Draft 06/02/08)

Sample

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) **Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***	**1b. Business Telephone Number of Insured** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a. Name of Insurance Carrier** **3b. Policy Number of entity listed in box "1a"** **3c. Policy effective period** **_____ to _____** **3d. The Proprietor, Partners or Executive Officers are** **included.** **(Only check box if all partners/officers included)** **all excluded or certain partners/officers excluded.**

SAMPLE

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under <u>Item 3A</u> on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier, its licensed agent, or until the policy expiration date listed in box "3c", <u>whichever is earlier</u>.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

SAMPLE

Form SI-12

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 206
ALBANY, NY 12207

(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATIONS
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BEGIN ON OR ABOUT:

SAMPLE

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

☐ By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.

☐ By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By:_____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

NYSIF New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^

POLICYHOLDER	CERTIFICATE HOLDER

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
		01/01/2009 TO 05/01/2010	1/8/2009

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

SAMPLE

NEW YORK STATE INSURANCE FUND

John Masetti

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 107031806

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a" 1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group	
1c. The Proprietor, Partners or Executive Officers are ☐ included (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer

SAMPLE

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.
Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: _____
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____
(Signature) (Date)

Title: _____

Telephone Number: _____

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **State University of New York** **Room 302** **1400 Washington Avenue** **Albany, NY 12222**	3a. Name of Insurance Carrier 3b. Policy Number of entity listed in box "1a": 3c. Policy effective period: _____ to _____

4. Policy covers:

a. ☐ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above

Date Signed _____ By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number _____ Title _____

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed_____ By_____

(Signature of NYS Workers' Compensation Board Employee)

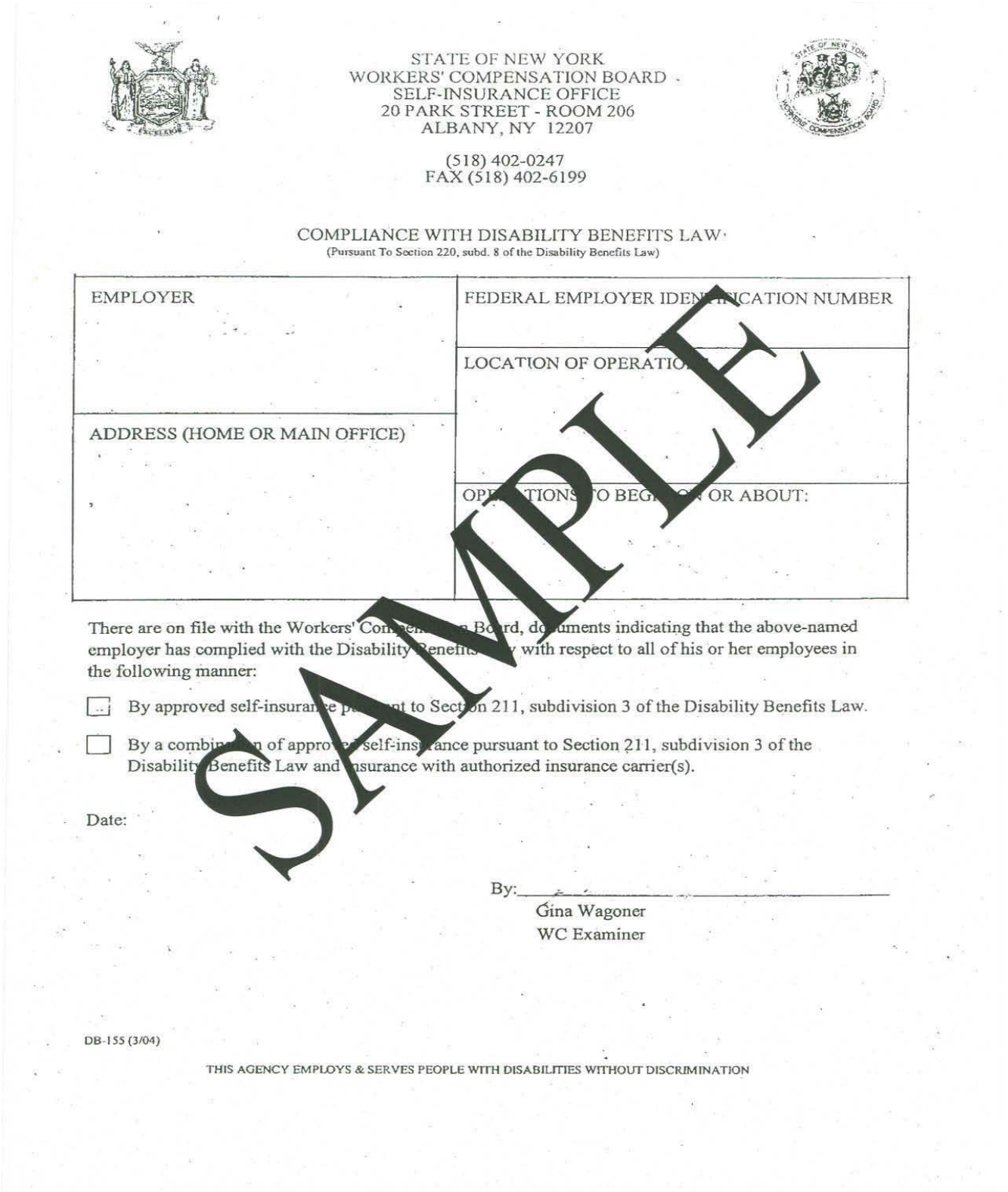
Telephone Number_____ Title_____

Please Note: *Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (5-06)

SAMPLE

FORM DB-155



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 206
ALBANY, NY 12207

(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATIONS
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BEGIN ON OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

☐ By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.

☐ By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By:_____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

SAMPLE

Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

This form cannot be used to waive the workers' compensation rights or obligations of any party.

Under penalty of perjury, I certify that I am the owner of the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

☐ I am performing all the work for which the building permit was issued.

☐ I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.

☐ I have a homeowners insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a CE-200 exemption form; OR

- have the general contractor, performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

_____ _____

(Signature of Homeowner) (Date Signed)

_____ Home Telephone Number _____

(Homeowner's Name Printed)

Property Address that requires the building permit:

_____

_____

_____

_____

Sworn to before me this _____ day of

_____, _____.

_____

(County Clerk or Notary Public)

Once notarized, this BP-1 form serves as an exemption for both workers' compensation and disability benefits insurance coverage.

LAWS OF NEW YORK, 1998
CHAPTER 439

The **general municipal law is amended by adding a new section 125** to read as follows:

. 125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

Implementing Section 125 of the General Municipal Law

1. General Contractors -- Business Owners and Certain Homeowners

For **businesses and certain homeowners listed as the general contractors on building permits,** proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is **ONE** of the following forms that indicate that they are:

- insured (C-105.2 or U-26.3),
- self-insured (SI-12), or
- are exempt (CE-200),

under the mandatory coverage provisions of the WCL. Any residence that is not a **1, 2, 3 or 4 Family, Owner-occupied Residence** is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

2. Owner-occupied Residences

For homeowners of a **1, 2, 3 or 4 Family, Owner-occupied Residence,** proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file form BP-1.

- Form BP-1shall be filed if the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is listed as the general contractor on the building permit, and the homeowner:
  - ◊ is performing all the work for which the building permit was issued him/herself,
  - ◊ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
  - ◊ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- If the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is hiring or paying individuals a total of **40 hours or MORE** in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" form, BP-1(11/04), but shall either:
  - ◊ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (the C-105.2 or U-26.3 form), OR
  - ◊ have the general contractor, (performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

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)

2649-162 - C-PP - 2025 Severn Elementary Alterations Project
36 McMahon Ave
Corning, NY 14830

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

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865

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

Corning-Painted Post Area School District

165 Charles Street
Painted Post, NY 14830

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

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT AND CONSTRUCTION MANAGER

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

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User Notes: (69c67bffde7874facd9466bb)

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

16 SPECIAL CONDITIONS

17 NEW YORK STATE LABOR LAW REQUIREMENTS

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User Notes: (69c67bffde7874facd9466bb)

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 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 addenda relating to bidding requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) 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 intended to facilitate performance of their duties.

§ 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.

§ 1.1.11 Miscellaneous Definitions

§ 1.1.11.1 The term "Product" as used herein includes materials, systems and equipment.

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§ 1.1.11.2 The terms “Install” or “Furnish all labor” are used herein as term contractions and unless specifically noted otherwise are to mean “perform all operations connected with installation of work including unloading materials to be installed, supplying all necessary equipment and rigs to do the work, test, place in operation and service.

§ 1.1.11.3 The terms “Furnish” or “Furnish all material” are used herein as term contractions and unless specifically noted otherwise are to mean “supply and deliver to the job site all materials and/or equipment so specified.

§ 1.1.11.4 The word “Provide” is used herein as a term contraction and unless otherwise specifically noted is to mean “furnish, install, connect up complete, test, place in operation and service.

§ 1.1.11.5 The terms “Approved”, “Equal”, “Proper” and “adequate” and words of similar meaning are understood to mean “in the opinion of the architect.

§ 1.1.9.6 The word “Replace” is used herein as a term contraction and unless otherwise specifically noted is to mean “remove existing and provide new.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 t is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.

§ 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 Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operation shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

§ 1.2.5 When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to his Work.

§ 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.

§ 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.

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

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

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.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§

2.1.3 The Owner shall not supervise, direct or have control or authority over, nor be

responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

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§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally omitted.

§ 2.2.2 Intentionally omitted.

§ 2.2.3 Intentionally omitted.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 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 may 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 may 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 to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner may furnish information describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Locations of existing utilities shown on the plans have been taken from record drawings and are based upon the best available information. Actual field conditions may vary from the conditions shown on the plans and other Infrastructure not shown may exist near or within the area of work. It is the contractor's responsibility to determine the exact locations of all utilities prior to working in the area and to avoid interference..

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, 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

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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 or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's 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.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 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. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect and Owner 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 or Owner 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.

§ 3.2.3 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

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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 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.

§ 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 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. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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.

§ 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 Where equipment lines, piping, conduit or any other systems are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping, conduit, etc. included in the Work of his Contract. He shall coordinate the work of his Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, etc. and avoid any unsightly arrangements in Work whether exposed or concealed. In the event there are other separate Contractors he shall also coordinate the Work of his Contract with the Work of any such separate Contractors.

§ 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 among his employees of the Owner's instructions.

§ 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.

§ 3.4.1.1 Contractor shall warrant that it has good title to all materials used by it as part of the Work of this Contract. No materials or supplies shall be purchased by Contractor or any of its Subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by Seller.

§ 3.4.1.2 On receipt of a signed Contract, Contractor will be expected to place firm orders with vendors for needed materials in sufficient time to ensure delivery at such times as will ensure speedy and uninterrupted progress of the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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§ 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.

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified in the Project Specifications.

§ 3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 contained herein, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
    A. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
    B. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architects redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
    C. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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

§ 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. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of Owner. If required by Architect, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

§ 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 any 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 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 minimum period of one (1) year from either (a) the date the Architect/Owner recommends final payment or (b) where the performance of materials, systems, or equipment is a condition of the Contract Documents, from the date the materials, systems or equipment performs satisfactorily and the Architect certifies the same in writing to the Owner, whichever is later.

§ 3.5.5 Neither final Certificate of Payment nor any provision in Contract Documents nor partial or entire occupancy of premises by Owner shall constitute acceptance of Work not performed in accordance with Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Upon written notice from Architect, Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting therefrom, which shall appear within a period of one (1) year, unless longer period is specified, from date of final payment for completed Work, or acceptance of any major portion of building. It is understood that Owner

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will notify Architect of observed defects with reasonable promptness. Notwithstanding anything to the contrary herein contained, it is understood and agreed that the foregoing warranty shall not affect, limit or impair Owner's rights against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period provided that all claims for latent defects shall be asserted within five (5) years after Substantial Completion. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by Owner in writing within ninety (90) days after any such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner. Notwithstanding anything to the contrary, if Contractor fails to promptly commence and diligently perform and complete all corrective Work required hereunder, Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective Work to be done by others and recover the costs thereof, together with damages and reasonable attorneys' fees, from Contractor, in addition to all other rights and remedies available to Owner against Contractor hereunder and at law and in equity for such default by Contractor.

§ 3.5.6 All guarantees or warranties upon any Work, labor, materials, or equipment by any subcontractor or supplier of Contractor shall be deemed made by Contractor to Owner. All factory and manufacturers' guarantees and warranties shall be assigned by Contractor to Owner and all such warranty documents shall be delivered by Contractor to Owner prior to final payment by Owner hereunder; provided, however, that no such assignment of factory or manufacturers' warranties shall release or relieve Contractor from any of its warranty obligations or liability hereunder. The provisions of this subparagraph shall survive Owner's final acceptance of the Project. Contractor shall obtain the manufacturer's warranty for the plumbing, electrical, HVAC and roof systems and components and for all structural components for the longest period available, and shall obtain consent to the assignment of the same to Owner; provided, however, if such extended warranty exceeds that required by the Plans and Specifications, Contractor shall notify Owner thereof and of any additional cost for such extended warranty and if Owner elects to obtain such extended warranty, such excess cost shall be paid by Owner. Contractor covenants to perform the Work in such a manner as to preserve any and all such warranties.

§ 3.5.7 Any and all warranties and guarantees provided herein shall be assignable to any person or entity that succeeds Owner in the ownership of the premises.

§ 3.5.8 Should the Contractor be required to correct any defects or damage, under the provisions of this Article, he further agrees to make good, without cost to the Owner, and subsequent defects in the work or materials furnished or built; by him, or damage due to faulty workmanship or materials in the work furnished or built by him, which occur within a one-year period after the original defect or damage is corrected or replaced, but such additional guarantee shall apply only to the actual facility, material or structure initially found to be defective or damaged.

All related components of the work under this Contract not showing defects or damage within one year of the Date of Substantial Completion shall be exempt from the addition guarantee, except that the original guarantee on a related component shall be extended for a period of time corresponding to the period of non-use of such component if it cannot be used due to the condition of the defective work, and/or due to the repair or replacement of such work.

§ 3.5.9 Contractor shall perform all Work in accordance with and in compliance with all applicable federal, state and local rules, regulations, agency directives and courts orders, and with all applicable rules, regulations, bylaws, policies and procedures of the Owner.

§ 3.5.10 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 forces arrive at the Work. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 The Owner is exempt from payment of FEDERAL, STATE, LOCAL, TAXES, and from payment of SALES AND COMPENSATING USE TAXES of the State of New York and of Cities and Counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This

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exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor 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.

§ 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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

§ 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.

§ 3.7.4 Concealed or Unknown Conditions. Contractor agrees that before making his proposal he carefully examined the Contract Documents, together with the site of the proposed work, as well as its surrounding territory, is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, and that this information was secured by personal investigation and research, and that he will make no claim by reason of estimates, tests or representations of the Owner.The Contractor shall refer to the reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness. The Contractor shall not be entitled to an increase in the contract price or an extension of contract time because of inaccuracy or incompleteness of reports on or tests of subsurface and latent physical conditions.

In addition to showing the structures to be built under these Contract Documents, the Drawings may show certain information obtained by the Owner regarding the conduits, pipe-lines, existing pavements, concrete slabs and rock, and other structures which exist at the Site of the Work, both at and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures, conduits, pipe-lines, existing pavements, concrete slabs and rock, and the Contractor will not be entitled to an increase in the contract price or an extension of contract time on account of inaccuracy or incompleteness of such information. Said structures, conduits, pipe-lines, existing pavements, concrete slabs and rock, are being shown only for convenience of the Contractor who must verify the information to its own satisfaction.

§ 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. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. 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.

§ 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, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, labor and installation costs, less applicable trade discounts;

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.2 Contractor's costs for unloading and handling at the site, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 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. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 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.

§ 3.9.3 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 consent, which shall not unreasonably be withheld or delayed.

§ 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.

(a) If the Owner, in good faith, determines that the Contractor is behind the Project Schedule, the Owner shall give the Contractor ten (10) days to take whatever action is necessary to return the Work to adherence to the Project Schedule. After such ten (10) day period, if the Owner determines that the Work is still behind the Project Schedule, and Contractor fails to initiate the cure and fails to continue to progress with the cure of correcting the deficiency or work to the satisfaction of the Owner, the Owner may terminate the Contract without any further notice required under General Conditions Article 14 or correct the deficiency at the Contractor's expense.

(b) Any modifications to the Project Schedule must be agreed to by the Contractor and Owner and contained in a Change Order to the Contract signed by both parties.

§ 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.

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§ 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 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 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.

§ 3.11.2 Contractor shall provide a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, Drawings and other data including, but not limited to location of water, sewer, telephone, electric, gas and any other utility lines as they relate to the Project. If the Contractor fails to provide such drawings, the Architect shall do so as an additional service and the Contractor will be required to pay the costs of the Architect providing such

service.

§ 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.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, 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.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, 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.

§ 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 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been

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reviewed and approved by the Architect.

§ 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.

§ 3.12.8.1 Or-equal: If in Architect's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Architect as an "or-equal" item, in which case review and approval of the proposed item may, in Architect's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

§ 3.12.8.2 Substitute Items: If in Architect's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 3.12.8.1, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Architect to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute thereof. The procedure for review by the Architect will include the following as supplemented in the General Requirements.

and as Architect may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Architect from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Architect for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Architect in evaluating the proposed substitute. Architect may require Contractor to furnish additional data about the proposed substitute.

§ 3.12.8.3 Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose

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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.

§ 3.12.11 The review of the shop drawings, product data and samples is an obligation of the Architect as described in subparagraph 4.2.11 of these General Conditions. The normal cost of the Architect's review is included in the Owner Architect agreement. Normal cost is hereby defined as the cost necessary to perform the original review of each shop drawing, product data, or sample and the review of one resubmittal for providing incidental information not included in the initial submission. The cost of additional review(s) or a substantial resubmittal as compared to incidental information will be the responsibility of the Contractor and the Contractor shall reimburse the Owner for any such costs charged by the Architect.

§ 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.

§ 3.13.2 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.

§ 3.14.2 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.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 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

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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 by permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, Architect, Architect's consultants Construction Manager and Construction Manager's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Contractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

§ 3.18.2 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, 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 The Contractor agrees to include the following or similar 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, defend and hold harmless the Contractor, Owner, Owner's consultant's, Architect, Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including 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, negligence, fault or breach of the Subcontractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder."

§ 3.19 Site Conditions Investigated

§ 3.19.1 The Contractor acknowledges he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility of successfully performing the work and the Contractor shall make no claim against the Owner or Architect with respect to the same.

§ 3.20 Existing Features and Underground Data

§ 3.20.1 The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any extra payment due to any unforeseen difficulties or distances encountered in the Work.

§ 3.20.2 The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. The information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

§ 3.21 Construction Stresses

§ 3.21.1 The Contractor shall be solely responsible for the conditions which develop during construction as a result of its activities and in the event any structure is dislocated, over strained, or damaged so as to affect is usefulness, the

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Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements.

§ 3.21.2 The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by his activities under this Agreement.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 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, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 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. 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 known deviations from the Contract Documents and defects and deficiencies observed in 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. 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. 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.

§ 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.

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

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

§ 4.2.10 The Construction Manager will receive and promptly 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 other 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.

§ 4.2.12 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.

§ 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.

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

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

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

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by 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 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.

§ 4.2.22 If the Architect provides any additional services as part of the Construction Phase Services under its agreement with Owner after the date the project has been certified substantially complete by the Architect as a result of the Contractor's acts or omissions, any payments by the Owner to the Architect for such additional services shall be the responsibility of, and may be back-charged to the Contractor.

§ 4.2.23 If the Architect provides any additional services for replacement work as a result of a negligent or intentional act or omission of a Contractor, the Architect's costs in connection with the same shall be back-charged to the Contractor on behalf of the Owner.

§ 4.2.24 If the Architect provides any additional services for reviews of Shop Drawing, Product Data items, sample sand similar submittals of the Contractor, project site visits, or inspections as a result of a negligent or intentional act or omission of a Contractor, the Architect's costs in connection with the same shall be back-charged to the Contractor on behalf of the Owner.

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

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify 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.

§ 5.2.2 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.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 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.

§ 5.3 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, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

§ 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.

§ 6.3 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

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Architect alone.

§ 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 The Contractor shall not be entitled to receive any additional compensation or extension of time for changes in the work, regardless of whether such changes were ordered by the Owner or Architect, unless a written Change Order for such changes in the work has been issued in writing by the Owner. If the Contractor performed a change in the work without receipt of a written Change Order, the Contractor shall be deemed to have waived any claim for any additional compensation or extension of time for changes in the work.

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

§ 7.2 Change Orders

§ 7.2.1 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.

§ 7.2.2 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 associates with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 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 Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
.2 Costs of materials, exclusive of drill bits, saw blades, manual and power hand tools, whether incorporated or consumed; and exclusive of trucking and delivery costs including drivers time;

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.3 Rental costs of heavy machinery and equipment, exclusive of manual and power hand tools, whether rented from the Contractor or others; Cost shall not be allowed in excess of usual rentals charged in area for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on site is required for change in work only, cost of transporting equipment to and from site will be allowed;

.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 If any material previously required is omitted by written order of the Owner after it has been delivered to, or partially worked on by the Contractor, and consequently will not retain its full value for other uses, Contractor shall be allowed actual cost of omitted material, less fair market value of material, as determined by Architect.

§ 7.3.12 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, maximum 15 percent of the direct cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, maximum 7 percent of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, maximum 15 percent of the direct cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, maximum 5 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.8.

.6 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

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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.

§ 7.4 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.

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 and to complete the Work so that it is ready for final payment as evidenced by the Architect.

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, in response to changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes, except if a change in the Work sequentially affects the progress of the project.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 It is acknowledged that any delay, inefficiencies or additional costs that may result from the COVID pandemic or any New York State or National State of Emergencies, workplace reduction orders or workplace safety requirements resulting from the COVID disease are reasonably foreseeable when entering the Agreement and shall not be considered an unusual delay, unavoidable casualty or other cause beyond the Contractor's control (collectively the "COVID Delay"). The Contractor shall not be entitled to an increase in the contract price or an extension of contract time because

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of any COVID

Delay.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Paragraph 8.3.1 shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity; or (4) any delay-related claim (collectively referred in this subparagraph 8.3.3 as "Delay") whether or not such Delay is foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs.

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.

§ 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, 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, 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.

§ 9.3.2 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 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, to the best of the Contractor's knowledge, information, and belief, 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 Along with its Application for Payment, Contractor shall submit to Architect a written acknowledgement of payment and waiver of lien rights with respect to the Application for Payment submitted. Contractor shall also submit acknowledgments of payment and waiver of lien rights from each of its Subcontractors for the time period through and including the Application for Payment being submitted the Contractor. Architect shall hold all acknowledgments of payment and waiver of lien rights in escrow until the applicable payment has been made by the Owner.

§ 9.3.5 Along with its Application for Payment, Contractor shall submit to Architect its certified payroll records.

§ 9.4 Certificates for Payment

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

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

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

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

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 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.

§ 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.

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§ 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. 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.

§ 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, 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.

§ 9.7.1 If, after expiration of the applicable notice and cure period, the Owner must correct deficient work, settle mechanic's or construction liens, pursue the Contractor's indemnification obligation, or purchase additional insurance on behalf of the Contractor, the Owner shall have the right to be reimbursed by the Contractor, including all costs and reasonable attorney's fees.

§ 9.8 Substantial Completion

§ 9.8.1 The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawing 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 use 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), 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, 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 time and a time for their completion and correction.

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§ 9.8.1.1 Commissioning. Contractor shall provide all services necessary for the functional testing and certification of all building systems, utility systems and equipment. All forms and documentation which record the certification and performance of the building systems, utility systems and equipment shall be fully executed and provided to the Owner and Architect as required by the plans and specifications.

§ 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 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. Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

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

§ 9.8.4 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, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 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.

§ 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 entire Work or an agreed portion thereof is complete and is ready for final inspection and acceptance, and shall also forward to

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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. Construction Manager and Architect will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Upon demand by the Owner, Contractor shall provide and file a bond for discharge of any lien, as required by Lien Law, State of New York, Section 21.

§ 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 Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Owner has the right to demand such waiver in writing from Contractor as a condition precedent to making final payment.

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

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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;
- **.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.

§ 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. The Contractor is expressly obligated to protect the adjacent property and its improvements from damage.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 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, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 Contractor shall comply with all the New York State, Federal and U.S. Department of Labor Occupational Safety and Health Administration (OSHA) laws, rules, order and regulations regarding COVID workplace safety and related return to work requirements applicable to the Contractor, including, but not limited to, recommended social distancing, use of personal protective equipment ("PPE"), workplace sanitization, workplace safety plans and the submission of any government required affirmations regarding COVID workplace safety measures.

§ 10.3 Hazardous Materials

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§ 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 and take reasonable precautions to avoid further contamination or the spread or disturbance of the potentially hazardous substance or material in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 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, 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.

§ 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. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent, any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld.

§ 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.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 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 and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies licensed to do business in the state in which the Project is located and one to which the Owner has

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no reasonable objection. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. 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 separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Schedule of Insurance

.1 WORKERS COMPENSATION - A policy covering the obligations of the Contractor in accordance with the Workers Compensation Law and the Disability Benefits Law covering all operations under this Contract whether performed by the Contractor or its Subcontractors."

.2 COMPREHENSIVE GENERAL LIABILITY - Written on an occurrence basis with coverage issued to and covering the liability of the Contractor and each Subcontractor for all the work and operations relating thereto and all obligations assumed by Contractor, under this Contract, in an amount which shall not be less than the following limits:

Each Occurrence $1,000,000.

General Aggregate $2,000,000.

Aggregate $2,000,000.

Each Occurrence $1,000,000.

(1) Premises Operations - Issued to and including coverage for Bodily Injury and Property Damage due to losses caused by explosion, collapse and underground.

(2) Products & Completed Operations - Issued to and including coverage for claims that may arise after the Work has been completed and he has vacated the premises. This insurance shall remain in effect for one (1) year after Final Completion of the Project.

(3) Contractual Liability - Issued to and covering liability for damages imposed under this Contract upon each Subcontractor directly or indirectly affecting operations under this Contract or used for services thereof.

(4) If requested by Owner, Contractor shall maintain separate scaffolding and demolition insurance.

(d) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.

(e) CGL coverage shall be written on ISO Occurrence form CG00 01 (04/13) or a substitute form providing equivalent coverage and shall cover liability arising from premises and operations, independent contractors, products & completed operations, personal and advertising injury and liability an insured contract (including the tort liability of another assumed in a business contract).

(f) Owner and all other parties as shall be required by Owner to be an additional insured, shall be included as an additional insured on ISO Additional Insured Endorsement CG 20 10 (07/04) or both CG 20 10 (07/04) and CG 2037 (04/13) or an equivalent coverage to the additional insured. Insurance for the additional insured shall be as broad as the coverage provided for the named insured. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.

(g) There shall be no endorsement or modification of Contractor's CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by Contractor.

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.3 AUTOMOBILE LIABILITY - Bodily, Injury and Property damage Insurance covering all automobiles, trucks, tractors, trailers, motorcycles or other automotive equipment whether owned or rented by the Contractor or by employees of the Contractor.

(a) Liability Limit: each accident $1,000,000.

.4 UMBRELLA LIABILITY - Contractor shall be required to provide Bodily Injury and Property Damage Insurance limits in excess of those limits shown herein. The additional limits shall be as follows:

1. Each Occurrence: $5,000,000.
    A. Aggregate: $5,000,000.
    B. Retained Limit: $ 10,000.

.5 Contractor shall maintain Employers' Liability Insurance for Property Damage in an amount not less than $1,000,000.

.6 The Contractor shall name the Owner and Architect as an additional insured in all insurance for the Project.

.7 The Owner and Architect shall be indemnified by the Contractor as required by paragraph 3.18 INDEMNIFICATION, of these General Conditions.

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

§ 11.1.7 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.

§ 11.1.8 The submittal of the Certificates of Insurance shall include a disclosure of any prior and/or pending claims against the submitted policies. In addition, the Contractor shall immediately make known to the Owner, any subsequent claims against the aforementioned policies.

§ 11.1.9 Contractor shall provide Owner with performance and labor and material payment bonds guarantying faithful performance of the Contract and payment of obligations arising thereunder from an acceptable surety company in the penal sum of 100% of the Contract Sum.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.2 Intentionally omitted.

§ 11.2.3 Intentionally

omitted.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, 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 Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property

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insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to Contractor's obligations under Section 3.5, Contractor warrants that the materials, goods and services it provides shall strictly conform to the Contract documents and meet all design requirements of the Project. Contractor further warrants that the installation of any and all materials and goods shall comply with manufacturers' requirements. In the event Owner seeks to enforce a claim based upon a manufacturers' warranty and should such manufacturer then fail to honor its warranty based, in whole or in part, on a claim of defective installation, Owner shall be entitled to enforce the warranty against Contractor in accordance with the terms of the manufacturer's warranty, except that a claim of defective installation shall not be a defense to any such claim.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction

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Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The warranties set forth in Article 12 shall extend for a period of one year after the date of Substantial Completion of the Work or by the terms of any special warranty required by the Contract Documents, whichever time period is greater (the "Warranty Period"). The Warranty Period with respect to any Work that is repaired, replaced, modified or otherwise altered after Substantial Completion shall extend for a period of one year from the date of completion of such repair, replacement, modification, correction or alteration.

§ 12.2.2.3 Contractor shall, at its sole expense, repair, replace, modify, correct or alter any Work that does not comply with the Contract Documents within the Warranty Period, provided that Owner gives notice to Contractor within a reasonable period of time after discovery of Work that is defective, deficient or otherwise does not comply with the Contract Documents.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 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.

§ 12.2.4 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.

§ 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 one-year period for correction of Work as described in Section 12.2.2 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.

§ 12.2.6 If Contractor fails to cure any breach of warranty, Owner may, at its option, perform such cure itself or another source and Contractor shall reimburse Owner for all costs incurred by Owner. All such work shall be warranted by Contractor as provided in Section 12.2.2.1, or, at Owner's option, Contractor shall reimburse Owner for its cost in obtaining equivalent warranty coverage from third-parties performing the work.

§ 12.2.7 In case of emergencies occurring during the Warranty 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 its forces arrive on site. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

§ 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

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.2 Each and every provision required by law to be made a part of this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though all such provisions were included herein. Upon request of either party, this Contract shall be physically amended to properly show each such provision found not inserted or found incorrectly inserted.

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§ 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. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 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.

§ 13.4.7 Any materials to be furnished shall be subject to inspections and tests in the shop and field by the Construction Manager. 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 Construction Manager the materials and workmanship do not conform to the Specification requirements.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Assignment of Public Contracts

§ 13.6.1 As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract, or of Contractors right title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

§ 13.6.2 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 herein, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his 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 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 employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

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 30 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; or

.3 If, through no fault of the Contractor, the Owner has not made payment on a Certificate for Payment within sixty (60) days of certification of payment by the Architect, but only where the Owner or Construction Manager has not given notice to the Contractor that it is withholding payment to such extent as may be necessary in the Owner's opinion to protect the Owner from a loss for which the Contractor is responsible for Work not performed in accordance with Contract

Documents, including, but not limited to, all acts and omissions described in Section 9.5.1.

§ 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 exists, the Contractor may, upon thirty (30) days' written notice to the Owner and Architect, terminate the Contract and recover from Owner payment for Work performed up to the date of termination.

§ 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.

§ 14.1.5 The Contractor's right to terminate and/or suspend the Contract under Section 14.1 shall not include or be applicable to any COVID Delay or other claimed delay, inefficiencies or contract suspension that may result from the

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COVID pandemic or any New York State or National State of Emergencies, workplace reduction orders or workplace safety requirements resulting from the COVID

disease.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor seven days' notice, terminate employment of the Contractor and may:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 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 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 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 the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work performed up to the date of termination.

ARTICLE 15 CLAIMS AND DISPUTES

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§ 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

Claims by either the Owner or the Contractor must be initiated by written notice to the other party and the Initial Decision Maker. 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 first recognizes the condition giving rise to the Claim, whichever is earlier. Claims by the Owner must be initiated within a reasonable time after occurrence of the event giving rise to such claim or after the Owner recognizes the condition giving rise to the Claim. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or the Contractor must be initiated by written notice to the other party and the Initial Decision Maker. 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 first recognizes the condition giving rise to the Claim, whichever is

earlier. Claims by the Owner must be initiated within a reasonable time after occurrence of the event giving rise to such claim or after the Owner recognizes the condition giving rise to the Claim. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3.2 Intentionally omitted.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 Intentionally omitted.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor waive Claims against Owner 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, rental expenses, lost opportunities, for loss of management or employee productivity or of the services of such persons, and

for loss of profit.

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This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 Intentionally omitted.

§ 15.2.4 If the Initial Decision Maker requests the Contractor 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.

§ 15.2.6 Either party may file for mediation of an initial decision at any time.

§ 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 All 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 15.1.7, shall be subject to mediation at the sole discretion of the Owner. Upon the Contractor's notice of mediation, the Owner shall have 30 days to elect that the Claims, disputes, or other matters in controversy noticed in the mediation demand not be subject to mediation as a precondition for the commencement of litigation. The Owner shall have no obligation to pay for and will not be responsible for any share of the mediator's fee and/or any filing fees for the mediation if the Owner elects to not proceed with the mediation as provided in this Section.

§ 15.3.2 Subject to Section 15.3.1, the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such

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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. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Subject to Section 15.3.1, the either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 Subject to Section 15.3.1, 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.

ARTICLE 16 SPECIAL CONDITIONS

§ 16.1 Equal Opportunity

§ 16.1.1 The Contractor shall maintain policies for equal employment opportunity for construction employment. During performance of the Agreement, the Contractor agrees as follows below.

§ 16.1.2 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and on-the-job training.

§ 16.1.3 The Contractor will post and keep posted in conspicuous places, for employees and applicants for employment, notices obtained by the Contractor from the New York State Division of Human Rights as set forth in the General Regulations of that Division at 9 NYCRR 466.1(a), such conspicuous places to be as defined in 9 NYCRR 466.1(b), and such other postings as that Division may require with respect to New York State's laws, codes, rules, and regulations governing discrimination in employment.

§ 16.1.4 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 race, creed, color or national origin.

ARTICLE 17 NEW YORK STATE LABOR LAW REQUIREMENTS

§ 17.1 WORKING HOURS

§ 17.1.1 The Contractor specifically agrees to comply with the requirements of the New York State Labor Law ("Labor Law"), Sections 220 and 220-d, as amended, including, but not limited to, the requirements that:

1. No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.

2. The wages to be paid to each laborer, worker, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do all or any part of the work included in the

Contract Documents for a legal day's work shall be not less than the prevailing rate of wages as defined by the Labor Law.

3. Each laborer, workman or mechanic employed by the Contractor, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.

4. The minimum hourly rate of wage to be paid shall be not less than that stated in the Contract Documents, and shall be as designated by the Industrial Commissioner.

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5. The Contractor's and any Subcontractor's or other person's filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the Owner's payment of any sums due and owing to the Contractor, Subcontractor or other party for work done on or with respect to the Project.

§ 17.2 WAGE RATES

§ 17.2.1 The Contractor specifically agrees, as required by the Labor Law, that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

1. the prevailing wage rates as provided in Labor Law Section 220(3) as amended, or,

2. the minimum wage rates as provided in Labor Law Section 220-d, as amended.

§ 17.2.2 Contractor shall comply with prevailing wage rates as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this project are included in the Project Manual as part of the Contract Documents.

§ 17.2.3 The Contractor shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

§ 17.3 ANTI-DISCRIMINATION

§ 17.3.1 The Contractor specifically agrees, as required by the provisions of Section 220-e of the Labor Law, as amended, that:

1. In the hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sexual orientation, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform -the work to which the employment relates;

2. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contact on account of race, creed, color, sexual orientation, or national origin.

3. There may be deducted from the amount payable to the Contractor by the Owner under the contract a penalty at fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

4. The contract may be canceled or terminated by the Owner, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

§ 17.4 SEXUAL HARASSMENT TRAINING

§ 17.4.1 Contractor hereby certifies that each employee assigned by the Contractor to the Project shall annually complete Sexual Harassment Prevention Training that meets or exceeds Section 201-g of the New York Labor Law. Upon request by the Owner, Contractor shall provide Owner with a copy of Contractor's Sexual Harassment Prevention Training Program and proof of each employee's annual completion of such Sexual Harassment Prevention Training. Contractor shall indemnify, defend and hold Owner and Owner's employees, officers, directors and board members harmless from and against any and all claims, suits, actions, debts, liabilities, fines, penalties and expenses, including, attorneys' fees, arising from or caused by Contractor or any of Contractor's employees, subcontractors, suppliers or agents failure to comply with Section 201-g of the New York Labor Law.

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Additions and Deletions Report for
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Changes to original AIA text

PAGE 2

16 SPECIAL CONDITIONS

17 NEW YORK STATE LABOR LAW REQUIREMENTS

PAGE 3

§ 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. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not~~ The Contract Documents 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, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.~~proposals and addenda relating to bidding requirements.

§ 1.1.11 Miscellaneous Definitions

§ 1.1.11.1 The term "Product" as used herein includes materials, systems and equipment.

PAGE 4

§ 1.1.11.2 The terms "Install" or "Furnish all labor" are used herein as term contractions and unless specifically noted otherwise are to mean "perform all operations connected with installation of work including unloading materials to be installed, supplying all necessary equipment and rigs to do the work, test, place in operation and service.

§ 1.1.11.3 The terms "Furnish" or "Furnish all material" are used herein as term contractions and unless specifically noted otherwise are to mean "supply and deliver to the job site all materials and/or equipment so specified.

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§ 1.1.11.4 The word “Provide” is used herein as a term contraction and unless otherwise specifically noted is to mean “furnish, install, connect up complete, test, place in operation and service.

§ 1.1.11.5 The terms “Approved”, “Equal”, “Proper” and “adequate” and words of similar meaning are understood to mean “in the opinion of the architect.

§ 1.1.9.6 The word “Replace” is used herein as a term contraction and unless otherwise specifically noted is to mean “remove existing and provide new.

§ 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.~~It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.

§ 1.2.4 Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operation shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

§ 1.2.5 When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to his Work.

PAGE 5

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

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.

§ ~~2.2 Evidence of the Owner’s Financial Arrangements~~

~~§ 2.2.1~~ ~~Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall beextended appropriately.~~**2.1.3** The Owner shall not supervise, direct or have control or authority over, nor be

~~§ 2.2.2~~ ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish~~

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~~to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion~~ responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

PAGE 6

~~of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, 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 in the Contract Documents.~~§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally omitted.

§ 2.2.2 Intentionally omitted.

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~Intentionally omitted.

§ 2.3.2 The Owner ~~shall~~ may 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~~ may 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.

§ 2.3.5 The Owner ~~shall furnish surveys~~ may furnish information 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 but shall exercise proper precautions relating to the safe performance of the Work.~~Locations of existing utilities shown on the plans have been taken from record drawings and are based upon the best available information. Actual field conditions may vary from the conditions shown on the plans and other Infrastructure not shown may exist near or within the area of work. It is the contractor's responsibility to determine the exact locations of all utilities prior to working in the area and to avoid interference..

PAGE 7

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~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, and the~~ The Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and

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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.

§ 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. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect and Owner 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 or Owner 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.

PAGE 8

§ 3.2.5 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.

§ 3.3.4 Where equipment lines, piping, conduit or any other systems are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping, conduit, etc. included in the Work of his Contract. He shall coordinate the work of his Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, etc. and avoid any unsightly arrangements in Work whether exposed or concealed. In the event there are other separate Contractors he shall also coordinate the Work of his Contract with the Work of any such separate Contractors.

§ 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 among his employees of the Owner's instructions.

§ 3.4.1.1 Contractor shall warrant that it has good title to all materials used by it as part of the Work of this Contract. No materials or supplies shall be purchased by Contractor or any of its Subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by Seller.

§ 3.4.1.2 On receipt of a signed Contract, Contractor will be expected to place firm orders with vendors for needed materials in sufficient time to ensure delivery at such times as will ensure speedy and uninterrupted progress of the Work.

PAGE 9

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified in the Project Specifications.

§ 3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 contained herein, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined

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that it is equal or superior in all respects to that specified;

A. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
B. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architects redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
C. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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

§ 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~~ All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of Owner. If required by Architect, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

§ 3.5.3 Neither final payment nor any 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 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 minimum period of one (1) year from either (a) the date the Architect/Owner recommends final payment or (b) where the performance of materials, systems, or equipment is a condition of the Contract Documents, from the date the materials, systems or equipment performs satisfactorily and the Architect certifies the same in writing to the Owner, whichever is later.

PAGE 10

§ 3.5.5 Neither final Certificate of Payment nor any provision in Contract Documents nor partial or entire occupancy of premises by Owner shall constitute acceptance of Work not performed in accordance with Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Upon written notice from Architect, Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting therefrom, which shall appear within a period of one (1) year, unless longer period is specified, from date of final payment for completed Work, or acceptance of any major portion of building. It is understood that Owner will notify Architect of observed defects with reasonable promptness. Notwithstanding anything to the contrary herein contained, it is understood and agreed that the foregoing warranty shall not affect, limit or impair Owner's rights against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period provided that all claims for latent defects shall be asserted within five (5) years after Substantial Completion. Contractor

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shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by Owner in writing within ninety (90) days after any such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner. Notwithstanding anything to the contrary, if Contractor fails to promptly commence and diligently perform and complete all corrective Work required hereunder, Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective Work to be done by others and recover the costs thereof, together with damages and reasonable attorneys' fees, from Contractor, in addition to all other rights and remedies available to Owner against Contractor hereunder and at law and in equity for such default by Contractor.

§ 3.5.6 All guarantees or warranties upon any Work, labor, materials, or equipment by any subcontractor or supplier of Contractor shall be deemed made by Contractor to Owner. All factory and manufacturers' guarantees and warranties shall be assigned by Contractor to Owner and all such warranty documents shall be delivered by Contractor to Owner prior to final payment by Owner hereunder; provided, however, that no such assignment of factory or manufacturers' warranties shall release or relieve Contractor from any of its warranty obligations or liability hereunder. The provisions of this subparagraph shall survive Owner's final acceptance of the Project. Contractor shall obtain the manufacturer's warranty for the plumbing, electrical, HVAC and roof systems and components and for all structural components for the longest period available, and shall obtain consent to the assignment of the same to Owner; provided, however, if such extended warranty exceeds that required by the Plans and Specifications, Contractor shall notify Owner thereof and of any additional cost for such extended warranty and if Owner elects to obtain such extended warranty, such excess cost shall be paid by Owner. Contractor covenants to perform the Work in such a manner as to preserve any and all such warranties.

§ 3.5.7 Any and all warranties and guarantees provided herein shall be assignable to any person or entity that succeeds Owner in the ownership of the premises.

§ 3.5.8 Should the Contractor be required to correct any defects or damage, under the provisions of this Article, he further agrees to make good, without cost to the Owner, and subsequent defects in the work or materials furnished or built; by him, or damage due to faulty workmanship or materials in the work furnished or built by him, which occur within a one-year period after the original defect or damage is corrected or replaced, but such additional guarantee shall apply only to the actual facility, material or structure initially found to be defective or damaged.

All related components of the work under this Contract not showing defects or damage within one year of the Date of Substantial Completion shall be exempt from the addition guarantee, except that the original guarantee on a related component shall be extended for a period of time corresponding to the period of non-use of such component if it cannot be used due to the condition of the defective work, and/or due to the repair or replacement of such work.

§ 3.5.9 Contractor shall perform all Work in accordance with and in compliance with all applicable federal, state and local rules, regulations, agency directives and courts orders, and with all applicable rules, regulations, bylaws, policies and procedures of the Owner.

§ 3.5.10 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 forces arrive at the Work. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

PAGE 11

§ 3.6.1 The Owner is exempt from payment of FEDERAL, STATE, LOCAL, TAXES, and from payment of SALES AND COMPENSATING USE TAXES of the State of New York and of Cities and Counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be

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included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor 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.

§ 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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

§ 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 14 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~~ Contractor agrees that before making his proposal he carefully examined the Contract Documents, together with the site of the proposed work, as well as its surrounding territory, is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, and that this information was secured by personal investigation and research, and that he will make no claim by reason of estimates, tests or representations of the Owner.The Contractor shall refer to the reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness. The Contractor shall not be entitled to an increase in the contract price or an extension of contract time because of inaccuracy or incompleteness of reports on or tests of subsurface and latent physical conditions.

~~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.~~In addition to showing the structures to be built under these Contract Documents, the Drawings may show certain information obtained by the Owner regarding the conduits, pipe-lines, existing pavements, concrete slabs and rock, and other structures which exist at the Site of the Work, both at and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures, conduits, pipe-lines, existing pavements, concrete slabs and rock, and the Contractor will not be entitled to an increase in the contract price or an extension of contract time on account of inaccuracy or incompleteness of such information. Said structures, conduits, pipe-lines, existing pavements, concrete slabs and rock, are being shown only for convenience of the Contractor who must verify the information to its own satisfaction.

PAGE 12

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, labor and installation costs, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, ~~labor, installation costs,~~ overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

(a) If the Owner, in good faith, determines that the Contractor is behind the Project Schedule, the Owner shall give

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the Contractor ten (10) days to take whatever action is necessary to return the Work to adherence to the Project Schedule. After such ten (10) day period, if the Owner determines that the Work is still behind the Project Schedule, and Contractor fails to initiate the cure and fails to continue to progress with the cure of correcting the deficiency or work to the satisfaction of the Owner, the Owner may terminate the Contract without any further notice required under General Conditions Article 14 or correct the deficiency at the Contractor's expense.

(b) Any modifications to the Project Schedule must be agreed to by the Contractor and Owner and contained in a Change Order to the Contract signed by both parties.

PAGE 13

§ 3.10.5 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

§ 3.11.1 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.

§ 3.11.2 Contractor shall provide a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, Drawings and other data including, but not limited to location of water, sewer, telephone, electric, gas and any other utility lines as they relate to the Project. If the Contractor fails to provide such drawings, the Architect shall do so as an additional service and the Contractor will be required to pay the costs of the Architect providing such

§

service.

§ 3.12 Shop Drawings, Product Data, and Samples

PAGE 14

§ 3.12.8.1 Or-equal: If in Architect's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Architect as an "or-equal" item, in which case review and approval of the proposed item may, in Architect's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

§ 3.12.8.2 Substitute Items: If in Architect's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 3.12.8.1, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Architect to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute thereof. The procedure for review by the Architect will include the following as supplemented in the General Requirements.

and as Architect may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Architect from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor

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shall first make written application to Architect for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Architect in evaluating the proposed substitute. Architect may require Contractor to furnish additional data about the proposed substitute.

§ 3.12.8.3 Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

PAGE 15

§ 3.12.11 The review of the shop drawings, product data and samples is an obligation of the Architect as described in subparagraph 4.2.11 of these General Conditions. The normal cost of the Architect's review is included in the Owner Architect agreement. Normal cost is hereby defined as the cost necessary to perform the original review of each shop drawing, product data, or sample and the review of one resubmittal for providing incidental information not included in the initial submission. The cost of additional review(s) or a substantial resubmittal as compared to incidental information will be the responsibility of the Contractor and the Contractor shall reimburse the Owner for any such costs charged by the Architect.

PAGE 16

§ 3.18.1 To the fullest extent by permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Construction Manager, Architect, Construction Manager's and Architect's 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, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable,~~ Owner's consultants, Architect, Architect's consultants Construction Manager and Construction Manager's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Contractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such ~~claim, damage, loss, or expense~~ claim is caused in part by a party indemnified hereunder.~~Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~

§ 3.18.3 The Contractor agrees to include the following or similar 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, defend and hold harmless the Contractor, Owner, Owner's consultant's, Architect, Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the performance of this Subcontract,

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including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Subcontractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder."

§ 3.19 Site Conditions Investigated

§ 3.19.1 The Contractor acknowledges he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility of successfully performing the work and the Contractor shall make no claim against the Owner or Architect with respect to the same.

§ 3.20 Existing Features and Underground Data

§ 3.20.1 The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any extra payment due to any unforeseen difficulties or distances encountered in the Work.

PAGE 17

§ 3.20.2 The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. The information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

§ 3.21 Construction Stresses

§ 3.21.1 The Contractor shall be solely responsible for the conditions which develop during construction as a result of its activities 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.

§ 3.21.2 The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by his activities under this Agreement.

PAGE 19

§ 4.2.22 If the Architect provides any additional services as part of the Construction Phase Services under its agreement with Owner after the date the project has been certified substantially complete by the Architect as a result of the Contractor's acts or omissions, any payments by the Owner to the Architect for such additional services shall be the responsibility of, and may be back-charged to the Contractor.

§ 4.2.23 If the Architect provides any additional services for replacement work as a result of a negligent or intentional act or omission of a Contractor, the Architect's costs in connection with the same shall be back-charged to the Contractor on behalf of the Owner.

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§ 4.2.24 If the Architect provides any additional services for reviews of Shop Drawing, Product Data items, sample sand similar submittals of the Contractor, project site visits, or inspections as a result of a negligent or intentional act or omission of a Contractor, the Architect's costs in connection with the same shall be back-charged to the Contractor on behalf of the Owner.

PAGE 22

§ 7.1.4 The Contractor shall not be entitled to receive any additional compensation or extension of time for changes in the work, regardless of whether such changes were ordered by the Owner or Architect, unless a written Change Order for such changes in the work has been issued in writing by the Owner. If the Contractor performed a change in the work without receipt of a written Change Order, the Contractor shall be deemed to have waived any claim for any additional compensation or extension of time for changes in the work.

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

§ 7.2.1 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:

§ 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 associates with such change and any and all adjustments to the Contract Sum and the construction schedule.

PAGE 23

.2 Costs of materials, ~~supplies, and equipment, including cost of transportation, whether incorporated or consumed;~~ exclusive of drill bits, saw blades, manual and power hand tools, whether incorporated or consumed; and exclusive of trucking and delivery costs including drivers time;

.3 Rental costs of heavy machinery and equipment, exclusive of manual and power hand tools, whether rented from the Contractor or others; Cost shall not be allowed in excess of usual rentals charged in area for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on site is required for change in work only, cost of transporting equipment to and from site will be allowed;

§ 7.3.11 If any material previously required is omitted by written order of the Owner after it has been delivered to, or partially worked on by the Contractor, and consequently will not retain its full value for other uses, Contractor shall be allowed actual cost of omitted material, less fair market value of material, as determined by Architect.

§ 7.3.12 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, maximum 15 percent of the direct cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, maximum 7 percent of

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PAGE 24

the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that

Subcontractor's or Sub-subcontractor's own forces, maximum 15 percent of the direct cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, maximum 5 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.8.

.6 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.

§ 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.~~and to complete the Work so that it is ready for final payment as evidenced by the Architect.

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

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, in response to changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes, except if a change in the Work sequentially affects the progress of the project.

PAGE 25

§ 8.3.1.1 It is acknowledged that any delay, inefficiencies or additional costs that may result from the COVID pandemic or any New York State or National State of Emergencies, workplace reduction orders or workplace safety requirements resulting from the COVID disease are reasonably foreseeable when entering the Agreement and shall not be considered an unusual delay, unavoidable casualty or other cause beyond the Contractor's control (collectively the "COVID Delay"). The Contractor shall not be entitled to an increase in the contract price or an extension of contract time because of any COVID

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Delay.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Paragraph 8.3.1 shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity; or (4) any delay-related claim (collectively referred in this

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subparagraph 8.3.3 as "Delay") whether or not such Delay is foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs.

PAGE 26

§ 9.3.4 Along with its Application for Payment, Contractor shall submit to Architect a written acknowledgement of payment and waiver of lien rights with respect to the Application for Payment submitted. Contractor shall also submit acknowledgments of payment and waiver of lien rights from each of its Subcontractors for the time period through and including the Application for Payment being submitted the Contractor. Architect shall hold all acknowledgments of payment and waiver of lien rights in escrow until the applicable payment has been made by the Owner.

§ 9.3.5 Along with its Application for Payment, Contractor shall submit to Architect its certified payroll records.

PAGE 27

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

PAGE 28

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,~~ Architect, 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~~ 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.~~**§ 9.7.1** If, after expiration of the applicable notice and cure period, the Owner must correct deficient work, settle mechanic's or construction liens, pursue the Contractor's indemnification obligation, or purchase additional insurance on behalf of the Contractor, the Owner shall have the right to be reimbursed by the Contractor, including all costs and reasonable attorney's fees.

PAGE 29

§ 9.8.1 ~~Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof~~ The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the ~~Contract Documents~~ Drawing 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 use 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), 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, utilities, damage to the Work ~~for its intended use.~~ and insurance. This Certificate shall also list the items to be completed or corrected together with a price for each time and a time for their completion and correction.

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§ 9.8.1.1 Commissioning. Contractor shall provide all services necessary for the functional testing and certification of all building systems, utility systems and equipment. All forms and documentation which record the certification and performance of the building systems, utility systems and equipment shall be fully executed and provided to the Owner and Architect as required by the plans and specifications.

§ 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 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. Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

§ 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 consent of surety if any,~~ the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

PAGE 30

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the entire Work or an agreed portion thereof is complete and 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. Construction Manager and Architect will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Upon demand by the Owner, Contractor shall provide and file a bond for discharge of any lien, as required by Lien Law, State of New York, Section 21.

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PAGE 31

§ 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. Owner has the right to demand such waiver in writing from Contractor as a condition precedent to making final payment.

§ 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. The Contractor is expressly obligated to protect the adjacent property and its improvements from damage.

PAGE 32

§ 10.2.9 Contractor shall comply with all the New York State, Federal and U.S. Department of Labor Occupational Safety and Health Administration (OSHA) laws, rules, order and regulations regarding COVID workplace safety and related return to work requirements applicable to the Contractor, including, but not limited to, recommended social distancing, use of personal protective equipment ("PPE"), workplace sanitization, workplace safety plans and the submission of any government required affirmations regarding COVID workplace safety measures.

§ 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 and take reasonable precautions to avoid further contamination or the spread or disturbance of the potentially hazardous substance or material in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 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. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent, any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld.

PAGE 33

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies ~~lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~ licensed to do business in the state in which the Project is located and one to which the Owner has no reasonable objection. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ ~~11.2 Owner's~~ 11.1.5 Schedule of Insurance

~~**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~ .1

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WORKERS COMPENSATION - A policy covering the obligations of the Contractor in accordance with the Workers Compensation Law and the Disability Benefits Law covering all operations under this Contract whether performed by the Contractor or its Subcontractors."

§ 11.2.2 Failure to **Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor .2 COMPREHENSIVE GENERAL LIABILITY - Written on an occurrence basis with coverage issued to and covering the liability of the Contractor and each Subcontractor for all the work and operations relating thereto and all obligations assumed by Contractor, under this Contract, in an amount which shall not be less than the following limits:

Each Occurrence $1,000,000.

General Aggregate $2,000,000.

Aggregate $2,000,000.

Each Occurrence $1,000,000.

and the Construction Manager, separately and in writing, prior (1) Premises Operations - Issued to and including coverage for Bodily Injury and Property Damage due to losses caused by explosion, collapse and underground.

to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, (2) Products & Completed Operations - Issued to and including coverage for claims that may arise after the Work has been completed and he has vacated the premises. This insurance shall remain in effect for one (1) year after Final Completion of the Project.

(3) Contractual Liability - Issued to and covering liability for damages imposed under this Contract upon each Subcontractor directly or indirectly affecting operations under this Contract or used for services thereof.

and Sub-Subcontractors in (4) If requested by Owner, Contractor shall maintain separate scaffolding and demolition insurance.

the Work. When the failure to provide (d) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.

PAGE 34

coverage has been cured or resolved, the Contract Sum (e) CGL coverage shall be written on ISO Occurrence form CG00 01 (04/13) or a substitute form providing equivalent coverage and shall cover liability arising from premises and operations, independent contractors, products & completed operations, personal and advertising injury and liability an insured contract (including the tort liability of another assumed in a business contract).

and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance (f) Owner and all other parties as shall be required by Owner to be an additional insured, shall be included as an additional insured on ISO Additional Insured Endorsement CG 20 10 (07/04) or both CG 20 10 (07/04) and CG 2037 (04/13) or an equivalent coverage to the additional insured. Insurance for the additional insured shall be as broad as the coverage provided for the named insured. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.

shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, (g) There shall be no

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endorsement or modification of Contractor's CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by Contractor.

~~and the Contractor is damaged by the failure or neglect of the Owner~~ .3 AUTOMOBILE LIABILITY - Bodily, Injury and Property damage Insurance covering all automobiles, trucks, tractors, trailers, motorcycles or other automotive equipment whether owned or rented by the Contractor or by employees of the Contractor.

(a) Liability Limit: each accident $1,000,000.

~~to purchase or~~ .4 UMBRELLA LIABILITY - Contractor shall be required to provide Bodily Injury and Property Damage Insurance limits in excess of those limits shown herein. The additional limits shall be as follows:

1. Each Occurrence: $5,000,000.
   A. Aggregate: $5,000,000.
   B. Retained Limit: $ 10,000.

.5 Contractor shall maintain Employers' Liability Insurance for Property Damage in an amount not less than $1,000,000.

~~the required insurance, the~~ .6 The Contractor shall name the Owner and Architect as an additional insured in all insurance for the Project.

~~Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~ .7 The Owner and Architect shall be indemnified by the Contractor as required by paragraph 3.18 INDEMNIFICATION, of these General Conditions.

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse~~ **11.1.6** Where the Contract or Subcontract involves asbestos, the insurance required by paragraph 11.1 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time period. If there is a limitation it will be at the Owner's discretion to accept or reject that limitation.

~~in coverage arises from an act or omission~~ **§ 11.1.7** 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.

~~of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the~~ **§ 11.1.8** The submittal of the Certificates of Insurance shall include a disclosure of any prior and/or pending claims against the submitted policies. In addition, the Contractor shall immediately make known to the Owner, any subsequent claims against the aforementioned policies.

~~Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order.~~ **§ 11.1.9** Contractor shall provide Owner with performance and labor and material payment bonds guarantying faithful performance of the Contract and payment of obligations arising thereunder from an acceptable surety company in the penal sum of 100% of the Contract Sum.

§ 11.2 Owner's Insurance

~~The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~**§ 11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual

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liability insurance.

§ 11.2.2 Intentionally omitted.

§ 11.2.3 Intentionally

§

omitted.

§ 11.3 Waivers of Subrogation

PAGE 35

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. ~~The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall ~~deposit the insurance proceeds in a separate account and~~ make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

PAGE 36

§ 12.2.2.1 In addition to ~~the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ Contractor's obligations under Section 3.5, Contractor warrants that the materials, goods and services it provides shall strictly conform to the Contract documents and meet all design requirements of the Project. Contractor further warrants that the installation of any and all materials and goods shall comply with manufacturers' requirements. In the event Owner seeks to enforce a claim based upon a manufacturers' warranty and should such manufacturer then fail to honor its warranty based, in whole or in part, on a claim of defective installation, Owner shall be entitled to enforce the warranty against Contractor in accordance with the terms of the manufacturer's warranty, except that a claim of defective installation shall not be a defense to any such claim.. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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~~

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~~completion of that portion of the Work.~~warranties set forth in Article 12 shall extend for a period of one year after the date of Substantial Completion of the Work or by the terms of any special warranty required by the Contract Documents, whichever time period is greater (the "Warranty Period"). The Warranty Period with respect to any Work that is repaired, replaced, modified or otherwise altered after Substantial Completion shall extend for a period of one year from the date of completion of such repair, replacement, modification, correction or alteration.

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed~~ Contractor shall, at its sole expense, repair, replace, modify, correct or alter any Work that does not comply with the Contract Documents within the Warranty Period, provided that Owner gives notice to Contractor within a reasonable period of time after discovery of Work that is defective, deficient or otherwise does not comply with the Contract Documents.

~~by the Contractor pursuant to this Section 12.2.~~**§ 12.2.2.4** Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 12.2.6 If Contractor fails to cure any breach of warranty, Owner may, at its option, perform such cure itself or another source and Contractor shall reimburse Owner for all costs incurred by Owner. All such work shall be warranted by Contractor as provided in Section 12.2.2.1, or, at Owner's option, Contractor shall reimburse Owner for its cost in obtaining equivalent warranty coverage from third-parties performing the work.

§ 12.2.7 In case of emergencies occurring during the Warranty 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 its forces arrive on site. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

PAGE 37

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.2 Each and every provision required by law to be made a part of this Contract shall be deemed to be inserted

herein and the Contract shall be read and enforced as though all such provisions were included herein. Upon request

of either party, this Contract shall be physically amended to properly show each such provision found not inserted or

found incorrectly inserted.

PAGE 38

§ 13.4.7 Any materials to be furnished shall be subject to inspections and tests in the shop and field by the Construction Manager. 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 Construction Manager the materials and workmanship do not conform to the Specification requirements.

§ 13.6 Assignment of Public Contracts

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§ 13.6.1 As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract, or of Contractors right title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

§ 13.6.2 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 herein, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his 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 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 employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

§ 14.1.1 The Contractor may terminate the Contract ~~if~~ if: the Work is stopped for a period of 30 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:

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 ~~Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the ContractDocuments; or~~If, through no fault of the Contractor, the Owner has not made payment on a Certificate for Payment within sixty (60) days of certification of payment by the Architect, but only where the Owner or Construction Manager has not given notice to the Contractor that it is withholding payment to such extent as may be necessary in the Owner's opinion to protect the Owner from a loss for which the Contractor is responsible for Work not performed in accordance with Contract

.4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~Documents, including, but not limited to, all acts and omissions described in Section 9.5.1.

PAGE 39

§ 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~~ thirty (30) days' written notice to the Owner and Architect, terminate the Contract and recover from ~~the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such~~ Owner payment for Work performed up to the date of termination.

§ 14.1.5 The Contractor's right to terminate and/or suspend the Contract under Section 14.1 shall not include or be applicable to any COVID Delay or other claimed delay, inefficiencies or contract suspension that may result from the COVID pandemic or any New York State or National State of Emergencies, workplace reduction orders or workplace safety requirements resulting from the COVID

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disease.

§ 14.2 Termination by the Owner for Cause

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor ~~and the Contractor's surety, if any,~~ seven days' notice, terminate employment of the Contractor and ~~may, subject to any prior rights of the surety:~~may:

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this~~ This obligation for payment shall survive termination of the Contract.

§ 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. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent:

PAGE 40

§ 14.4.3 In the case of such termination for the Owner's convenience, the ~~Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Contractor shall be entitled to receive payment for Work performed up to the date of termination.

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive~~ Claims by either the Owner or the Contractor must be initiated by written notice to the other party and the Initial Decision Maker. 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 first recognizes the condition giving rise to the Claim, whichever is earlier. Claims by the Owner must be initiated within a reasonable time after occurrence of the event giving rise to such claim or after the Owner recognizes the condition giving rise to the Claim. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3.1 Claims by either the Owner or ~~Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by~~ the Contractor must be initiated by written notice to the other party and ~~to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as~~ the Initial Decision Maker. Claims by ~~either party under this Section 15.1.3.1 shall~~ the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Contractor first recognizes the condition giving rise to the Claim, whichever is ~~later.~~

~~**§ 15.1.3.2** Claims by either the Owner or Contractor, where~~ earlier. Claims by the Owner must be initiated within a reasonable time after occurrence of the event giving rise to such claim or after the Owner recognizes the condition giving rise to the ~~Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~Claim. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3.2 Intentionally omitted.

§ 15.1.4.2 ~~The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~Intentionally omitted.

PAGE 41

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate ~~of cost and~~ of the probable effect of delay on progress of the Work.~~In the case of a continuing delay only one Claim is necessary.~~

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor ~~and Owner waive Claims against each other~~ waive Claims against Owner for consequential damages arising out of or relating to this Contract. This ~~mutual waiver includes~~waiver includes, but is not limited to:

.1 damages incurred by the ~~Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and~~ Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, rental expenses, lost opportunities, for loss of management or employee productivity or of the services of such ~~persons;~~ persons, and

~~**.2** 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 except anticipated profit arising directly from the Work.~~for loss of profit.

This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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.~~

§ 15.2.3 ~~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.~~Intentionally omitted.

§ 15.2.4 If the Initial Decision Maker requests ~~a party~~ the Contractor 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.~~

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§ 15.2.6 Either party may file for mediation of an initial decision at any ~~time, subject to the terms of Section 15.2.6.1.~~time.

~~**§ 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. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

PAGE 42

§ 15.3.1 All 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 15.1.7, shall be subject to mediation at the sole discretion of the Owner. Upon the Contractor's notice of mediation, the Owner shall have 30 days to elect that the Claims, disputes, or other matters in controversy noticed in the mediation demand not be subject to mediation as a ~~condition precedent to binding dispute resolution.~~precondition for the commencement of litigation. The Owner shall have no obligation to pay for and will not be responsible for any share of the mediator's fee and/or any filing fees for the mediation if the Owner elects to not proceed with the mediation as provided in this Section.

§ 15.3.2 ~~The~~ Subject to Section 15.3.1, the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. 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. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 ~~Either~~ Subject to Section 15.3.1, the either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 ~~The~~ Subject to Section 15.3.1, 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.

ARTICLE 16 SPECIAL CONDITIONS

§ ~~15.4 Arbitration~~16.1 Equal Opportunity

§ ~~15.4.1~~ ~~If the parties have selected arbitration as~~ **16.1.1** The Contractor shall maintain policies for equal employment opportunity for construction employment. During performance of the Agreement, the Contractor agrees as follows below.

~~the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered~~ **§ 16.1.2** The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or

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transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and on-the-job training.

by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules **§ 16.1.3** The Contractor will post and keep posted in conspicuous places, for employees and applicants for employment, notices obtained by the Contractor from the New York State Division of Human Rights as set forth in the General Regulations of that Division at 9 NYCRR 466.1(a), such conspicuous places to be as defined in 9 NYCRR 466.1(b), and such other postings as that Division may require with respect to New York State's laws, codes, rules, and regulations governing discrimination in employment.

in effect on the date **§ 16.1.4** 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 race, creed, color or national origin.

ARTICLE 17 NEW YORK STATE LABOR LAW REQUIREMENTS

§ 17.1 WORKING HOURS

PAGE 43

of the Agreement. The Arbitration shall be conducted **§ 17.1.1** The Contractor specifically agrees to comply with the requirements of the New York State Labor Law ("Labor Law"), Sections 220 and 220-d, as amended, including, but not limited to, the requirements that:

in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party **1.** No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.

to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in thedemand all Claims then known to that party on which arbitration is permitted to be demanded. **2.** The wages to be paid to each laborer, worker, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do all or any part of the work included in the

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of Contract Documents for a legal day's work shall be not less than the prevailing rate of wages as defined by the Labor Law.

a request for mediation, but in no event shall it be made after the date when the institution **3.** Each laborer, workman or mechanic employed by the Contractor, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.

of legal or equitable proceedings based on the Claim would be barred by the applicable statute **4.** The minimum hourly rate of wage to be paid shall be not less than that stated in the Contract Documents, and shall be as designated by the Industrial Commissioner.

of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. **5.** The Contractor's and any Subcontractor's or other person's filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the Owner's payment of any sums due and owing to the Contractor, Subcontractor or other party for work done on or with respect to the Project.

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§ ~~15.4.2~~ 17.2 WAGE RATES

~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it~~ **§ 17.2.1** The Contractor specifically agrees, as required by the Labor Law, that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

~~in accordance with applicable law~~ **1.** the prevailing wage rates as provided in Labor Law Section 220(3) as amended, or,

~~in any court having jurisdiction thereof.~~ **2.** the minimum wage rates as provided in Labor Law Section 220-d, as amended.

§ ~~15.4.3~~ 17.2.2 Contractor shall comply with prevailing wage rates as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this project are included in the Project Manual as part of the Contract Documents.

~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~**§ 17.2.3** The Contractor shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

§ ~~15.4.4 Consolidation or Joinder~~17.3 ANTI-DISCRIMINATION

§ ~~15.4.4.1~~ ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1)~~ **17.3.1** The Contractor specifically agrees, as required by the provisions of Section 220-e of the Labor Law, as amended, that:

~~the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~ **1.** In the hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sexual orientation, 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;

~~§ 15.4.4.2~~ ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party~~ **2.** No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contact on account of race, creed, color, sexual orientation, or national origin.

~~may include by joinder persons or entities substantially involved in a common question of law~~ **3.** There may be deducted from the amount payable to the Contractor by the Owner under the contract a penalty at fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

~~or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~ **4.** The contract may be canceled or terminated by the Owner, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

§ ~~15.4.4.3~~ ~~The Owner and~~ **17.4 SEXUAL HARASSMENT TRAINING**

~~Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~**§ 17.4.1** Contractor hereby certifies that each employee assigned by the Contractor to the

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Project shall annually complete Sexual Harassment Prevention Training that meets or exceeds Section 201-g of the New York Labor Law. Upon request by the Owner, Contractor shall provide Owner with a copy of Contractor's Sexual Harassment Prevention Training Program and proof of each employee's annual completion of such Sexual Harassment Prevention Training. Contractor shall indemnify, defend and hold Owner and Owner's employees, officers, directors and board members harmless from and against any and all claims, suits, actions, debts, liabilities, fines, penalties and expenses, including, attorneys' fees, arising from or caused by Contractor or any of Contractor's employees, subcontractors, suppliers or agents failure to comply with Section 201-g of the New York Labor Law.

PAGE 44

Variable Information

PAGE 1

2649-162 - C-PP - 2025 Severn Elementary Alterations Project

36 McMahon Ave
Corning, NY 14830

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865

Corning-Painted Post Area School District

165 Charles Street
Painted Post, NY 14830

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:47:56 EDT on 03/27/2026 under Order No. 20240043203 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ - 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Corning-Painted Post Area Scho

Lisa Crance
100 HUNT CTR
AIRPORT CORPORATE PARK
HORSEHEADS NY 14845

Schedule Year	2026 through 2027
Date Requested	03/27/2026
PRC#	2026008694

Location	W. Severn Elementary
Project ID#	2649-162
Project Type	replacement of existing roofing system. Renovate library with ceiling rework, desk and teaching space. Masonry restoration. New generator, pad and associated panels and wiring. Minor mechanical reno.

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

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Corning-Painted Post Area Scho

Lisa Crance
100 HUNT CTR
AIRPORT CORPORATE PARK
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Schedule Year	2026 through 2027
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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

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 a "Request for Wage and Supplement Information" form (PW 39).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 dol.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 dol.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 dol.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. 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.

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:

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. 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.

Electronic Certified Payroll (LL 220-J)
Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at https://dol.ny.gov/Electronic-Payroll

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

Steuben County General Construction

Boilermaker — 11/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 12

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2026	01/01/2027 Additional
Boilermaker	$ 41.50	$ 2.50*

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour: $ 32.38
+ 1.49*

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

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

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

REGISTERED APPRENTICES
Terms at 6 Months

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour:

All Terms: $ 32.38
+ 1.49*

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

12-7

Broadband — 11/01/2026

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 — 11/01/2026

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Chemung, Cortland, Schuyler, Steuben, Tompkins

PARTIAL COUNTIES
Allegany: Only the Township of Alfred.

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Carpenter	$ 35.09	$ 4.00*	$3.00*
Floor Coverer	35.09	4.00*	3.00*
Carpet Layer	35.09	4.00*	3.00*
Dry-Wall	35.09	4.00*	3.00*
Diver-Wet Day	61.25	4.00*	3.00*
Diver -Dry Day	36.09	4.00*	3.00*
Diver Tender	36.09	4.00*	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 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 thier 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	$ 23.89

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.

2-277B-CS

Carpenter - Building / Heavy&Highway — 11/01/2026

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 — 11/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2026	07/01/2027 Additional
Carpenter	$ 41.02	$ 4.42*
Piledriver	41.02	4.42*
Dockbuilder	41.02	4.42*
Diver-Wet Day	66.02	4.42*
Diver-Dry Day	42.02	4.42*
Diver-Tender	42.02	4.42*

*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-Bro

Electrician 11/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 2

ENTIRE COUNTIES
Chemung, Steuben

PARTIAL COUNTIES
Allegany: Only the townships of Allen, Almond, Alfred, Andover, Birdsall, Burns, Granger, Grove, Hume, Independence, Ward, Wellsville, West Almond, Willing, and that portion of Amity, Angelica, Belfast, Caneadea, and Scio that lie east of the Genesee River.
Schuyler: Only the Townships of Dix, Montour, Orange, Reading and Tyrone.
Tioga: Only the Townships of Barton and Nichols.

WAGES

Per hour:	07/01/2026	05/31/2027 Additional	05/29/2028 Additional
Electrician (Base wage)	$ 46.40	$ 4.50*	$ 4.50*
Audio,Sound,Teledata	46.40	4.50*	4.50*

*To be allocated at a later date

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
Additional $1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.
Additional $1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.
Additional $2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.
Additional $2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.
Additional $3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.

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	$ 46.40
Between the hours of 4:30PM and 1:00AM	52.20
Between the hours of 12:30AM and 9:00AM	58.00

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker
$ 23.32 plus $ 8.10* plus 3% of hourly wage
*Subject to SAME PREMIUM as overtime work

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
*Work performed on Saturday shall be paid at one and one-half of the hourly rate for the first ten hours, then two times the hourly rate therafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 23) on HOLIDAY PAGE
When the holiday falls on Saturday, it shall be recognized and celebrated as such on the Friday before and when the holiday falls on Sunday, it shall be recognized and celebrated as such on the following Monday (December 24th excluded).

REGISTERED APPRENTICES
WAGES: One year terms at the following percent of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	65%	75%	85%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
Additional $1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.
Additional $1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.
Additional $2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.
Additional $2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.

Additional $3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.

SUPPLEMENTAL BENEFITS per hour:

1st term	$13.92 plus 3% of hourly wage
2nd term	$19.09 plus $4.46* plus 3% of hourly wage
3rd term	$20.03 plus $5.27* plus 3% of hourly wage
4th term	$20.97 plus $6.08* plus 3% of hourly wage
5th term	$21.91 plus $6.89* plus 3% of hourly wage

*Subject to SAME PREMIUM as overtime work

2-139

Elevator Constructor — 11/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES
Per hour worked: 07/01/2026

Elevator Constructor	$ 64.17
Helper	$ 51.34

SUPPLEMENTAL BENEFITS
Per hour:

$ 40.885*

*Add 6% of regular hourly rate for all hours worked.

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

REGISTERED APPRENTICES
850 hours terms at the following percentage of journeyworker's wage.

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

*Zero benefits paid for first term.

Supplemental Benefits per hour:

$ 40.885*

*Add 6% of regular hourly rate for all hours worked

5-27

Glazier — 11/01/2026

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 — 11/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 7

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Orleans, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Leroy, Pavilion, Stafford, and the City of Batavia.

WAGES

Per hour:	07/01/2026	06/01/2027 Additional	06/01/2028 Additional
ON MECHANICAL SYSTEMS ONLY:			
Asbestos Installer	$ 43.26	$ 4.25*	$ 4.25*
Insulation Installer	43.26	4.25*	4.25*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.61

OVERTIME PAY
See (B, E, *Q) on OVERTIME PAGE
*Triple time for Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, then the previous Friday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES: One (1) year terms at the following wage rates.

1st year	$ 28.12
2nd year	30.28
3rd year	34.61
4th year	38.93

SUPPLEMENTAL BENEFITS per hour worked:

Appr. First 1000 Hours	$ 11.87
Appr. Rest of 1st year	13.34
Appr. 2nd year	25.11

Appr. 3rd year	26.11
Appr. 4th year	26.11

7-26

Ironworker **11/01/2026**

JOB DESCRIPTION Ironworker **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Birdsall, Burns and Grove.
Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, LeRoy, Oakfield, Pavillion, Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Village of Holley.
Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.
Steuben: Only the Townships of Addison, Avoca, Bath , Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby, Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull.
Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Willamson and Village of Newark.
Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

WAGES
Per hour:

	07/01/2026
Structural	$ 37.75
Reinforcing	37.75
Ornamental	37.75
Fence Erector	37.75
Welder	37.75
Sheeter	38.00
Stone Derrick Man	37.75
Mach. Mov./Rigger	37.75
Precast Concrete Erector	37.75
Window/Curtainwall Erector	37.75
Pre-Engineered Building	37.75

SHIFT WORK
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply
10% for second shift work from 2:00PM - 7:00PM
15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 33.41

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
One year terms at the following rates.

1st.	2nd.	3rd.	4th.
$ 21.50	$ 23.50	$ 25.50	$ 27.50

Supplemental Benefits per hour:

Appr. 1st year	$ 14.23
Appr. 2nd year	22.14
Appr. 3rd year	23.27
Appr. 4th year	24.40

5-33.1

Ironworker **11/01/2026**

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
Erie: All except the Town of Grand Island north of Whitehaven Road.
Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
Steuben: Only the Townships of Canisteo, Freemont, Greenwood,Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle,Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES
Per hour:

	07/01/2026
Structural	$ 38.43
Ornamental	38.43
Layout	38.43
Rodmen	38.43
Reinforcing	38.43
Welders	38.43
Riggers & Mach. Movers	38.43
Curtain Wall Erector	38.43
Window Erector	35.88
Fence Erector	36.75

SHIFT WORK
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
10% for second shift work from 2:00PM - 7:00PM
15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS
Per hour:

Fence Erectors	$ 33.79
All others	35.29

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 per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
$ 21.50	$ 23.50	$ 25.50	$ 27.50

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.85	$ 26.21	$ 27.69	$ 29.17

3-6

Laborer - Building — 11/01/2026

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 **11/01/2026**

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".

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 - Tunnel 11/01/2026

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

Lineman Electrician — 11/01/2026

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 **11/01/2026**

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 — 11/01/2026

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 — 11/01/2026

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 — 11/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Schuyler, Steuben

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Andover and Burns.

WAGES

Per Hour:	07/01/2026
Building:	
Bricklayer, Cement	$ 35.26
Mason, Plasterer, Stone	
Mason, Tuck Pointer	

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 33.16

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
$ 21.39	$ 26.68	$ 28.96	$ 31.73

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 27.75	$28.87	$ 30.89	$ 32.40

5-3b - Co - Z2

Mason - Heavy&Highway 11/01/2026

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 11/01/2026

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 — 11/01/2026

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 11/01/2026

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 — 11/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Chemung, Cortland, Livingston, Monroe, Ontario, Orleans, Schuyler, Steuben, Tompkins, Wayne, Wyoming

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Building	$ 40.39	$ 3.00*	$ 3.00*
Heavy & Highway	43.89		

* 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.
- On Building projects, 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.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional $ 2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- 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:

Journeyworker	$ 27.79

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: 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 (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.96
Appr. 2nd year	23.04
Appr. 3rd year	24.62
Appr. 4th year	26.21

6-1163

Operating Engineer - Building — 11/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
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
---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 (A1 Includes Boom Trucks, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane***, Truck Crane, Whirlies).

CLASS A: Air Tugger; All terrain telescoping material handler; Barber Green and similar type machines; Clamshell; Dragline Shovel and similar machines over three-eighths cu. yd. capacity (Factory rating); Carrier mounted Backhoes that swing 360 degrees; Big Generator Plant; Bridge Crane (all types); Caisson auger and similar type machine; Dredge; Excavator all purpose hydraulically operated; Forklift (with Factory rating of 15' or more of lift); Hoist (on steel erection); Hydraulic/Krupp Drill; Mucking Machines; Remote controlled Excavator with attachments (Brokk type or similar); Ross Carrier (and similar type); Three-Drum Hoist (when all three drums are in use).

CLASS B: A-Frame Truck; Backfilling Machine; Backhoe (tractor mounted); Belt Crete (and similar type machines); Bituminous spreading machine (3/8 yd. capacity or less factory rating); Bulldozer; Carry-all type Scraper; Compressors (four (4) not to exceed 2000 CFM combined capacity) or (three (3) or less with more than 1200 CFM but not to exceed 2000 CFM); Concrete Mixer; Concrete Placer; Concrete Pump; Mini Locomotives (all types); Elevating Grader; Elevator; Fine Grade and Finish Rollers; Fine Grade Machines (all kinds); Forklift with factory rating of less than 15' of lift; Front End Loader; Gunite Pumping Machine; High Pressure Boiler; Hoist (1 or 2 drums); Maintenance Engineer (Mechanic); Mechanical Slurry Machine (all kinds); Mega Mixers and similar type machines; Motor Grader; Pavement Grinder; Post Hole Digger; Pumps (regardless of motive power) no more than four (4) in number not to exceed twenty (20) inches in total capacity (not to include single electric pumps up to and including four (4) inches); Shot Crete Pumping Machine; Side Boom; Tractor; Skid Steer Loader (including attachments); Stoner Crusher; Tournadozer and similar types; Tournapull and similar types; Trenching Machines; Welder; Well Drill; Well Point System.

CLASS C: Compressors - any combination (Not to exceed three (3) pieces of equipment or not to exceed 1200 CFM combined capacity); Fireman; Longitudinal Float; Mechanical Heater; Pumps (regardless of motive power, no more than three (3) in number, not to exceed twelve (12) inches total capacity); Roller (fill and grade); Rubber Tired Tractor; Welding Machine (except gas driven up to 300 amp); Mechanical Conveyor (over 12 ft. in length); Junior Engineers/Oilers.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional	07/01/2029 Additional
CLASS A1**	$ 53.74	$ 3.75*	$ 3.75*	$ 4.18*
CLASS A	46.24	3.75*	3.75*	4.18*
CLASS B	45.44	3.75*	3.75*	4.18*
CLASS C	42.74	3.75*	3.75*	4.18*

* To be allocated at a later date.

Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(**) TONNAGE PREMIUMS:
All cranes up to 64 tons 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 $2.50 (no tonnage premiums)

- 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	$ 36.51

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

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

REGISTERED APPRENTICES
WAGES: One year terms at the following percentage of the Class A Journeyworker's wage listed above.

1st year	60%
2nd year	65%
3rd year	75%
4th year	80%

Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour:

All terms: $ 36.45

7-158-832B

Operating Engineer - Building - Excavating & Paving — 11/01/2026

JOB DESCRIPTION Operating Engineer - Building - Excavating & Paving **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
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
NOTE: The following rates apply to "Site Work" which may include site preparation, grading, underground work, athletic fields, paving, skateboard parks and all other work outside the footprint of any building.

This wage schedule does not cover Hazardous Waste Removal work, See Heavy/Highway schedule (7-158-832H)

CLASS A: All terrain Telescoping Material Handler; Asphalt Paver; Automatic Fine Grader; Backhoe (except tractor mounted-rubber tired); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker (over 5 ton capacity); Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Excavator (all purpose-hydraulically operated); Front End Loader (4 cu. yd. and over); Hoist (two or three drum); Hydro-Axe; Hydraulic/Krupp Drill; Pile Driver; Power Grader (with elevating loader attachment); Quarry Master (or equivalent); Remote controlled Excavator with attachments (Brokk or similar types); Shovel; Slip Form Paver (if a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck Crane; Tunnel Shovel.

CLASS B: Articulated off-road Material Hauler; Backhoe (tractor mounted-rubber tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all Concrete Batching Plants; Cherry Picker (5 tons and under); Compressor (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Paver (over 16'); Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 cu. yd.); Hi-pressure Boiler (15 lbs. and over); Hoist (one drum); Kolman Plant Loader and similar type loaders (if Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base (self-propelled); Monorail Machine; Plant Engineer; Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom; Skid Steer Loader (including attachments); Tractor Scraper; Tractor with Dozer and/or Pusher; Trencher; Vacuum Truck; Winch.

CLASS C: Compressors (4 not to exceed 2,000 c.f.m. combined capacity) or (3 or less with more than 1,200 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, Welding Machines (four of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point Systems; Farm Tractor with accessories; Fine Grade Machine; Fork Lift; Gunite Machine; Hammers (Hydraulic self-propelled); Locomotive; Post Hole Digger and Post Driver; Pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); Submersible Electric Pumps (when used in lieu of well Points); Tractor with towed accessories; Vibrator Compactor; Vibro Tamp; Well Point.

CLASS D: Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16' and under); Concrete Saw (self-propelled); Form Tamper; Mulching Machine; Power Heaterman; Pumps (regardless of motive power no more than 3 in number not to exceed 12" in total capacity); Revinius Widener; Steam Cleaner; Tractor.

CLASS E: Junior Engineer/Oiler

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional	07/01/2029 Additional
CLASS A	$ 44.36	$ 3.75*	$ 3.75*	$ 4.18*
CLASS B	43.89	3.75*	3.75*	4.18*

CLASS C	43.20	3.75*	3.75*	4.18*
CLASS D	39.71	3.75*	3.75*	4.18*
CLASS E	38.48	3.75*	3.75*	4.18*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 36.10

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

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

7-158-832BEX

Operating Engineer - Heavy&Highway 11/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
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
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**	$ 61.64	$ 4.29*	$ 4.42*	$ 4.56*
CLASS A	57.89	3.54*	3.67*	3.81*
CLASS B	57.19	3.54*	3.67*	3.81*
CLASS C	54.32	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 $ 36.93

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.

1st term: (0-1000 hrs) 60%
2nd term: (1001-2000 hrs) 70%
3rd term: (2001-3000 hrs) 80%
4th term: (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: Same as Journeyworker

7-158-832H

Operating Engineer - Survey Crew — 11/01/2026

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 — 11/01/2026

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 — 11/01/2026

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 11/01/2026

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES
Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.
Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2026
Basic Rate (Brush & Roll)	$ 34.00
Spray painting, wallcovering	34.00
Abrasive and hydroblasting	34.00
Taping/DryWall Finisher	35.00
Skeleton Steel*	34.75

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS

Per hour:	
Basic Rate (Brush & Roll) Spray painting, wallcovering Abrasive and hydroblasting and Skeleton Steel	$ 29.44
Taping/Drywall Finisher	$ 29.94

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:

Painter/Decorator: 750 hour terms at the following wage:

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/Drywall Finisher: 750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 3.35	$ 5.35	$ 6.35	$ 6.85	$ 7.35	$ 7.85	$ 8.35	$ 8.60

3-4-Buf, Nia, Olean

Painter 11/01/2026

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 — 11/01/2026

JOB DESCRIPTION Painter **DISTRICT** 2

ENTIRE COUNTIES

Chemung, Schuyler

PARTIAL COUNTIES

Steuben: Only the Townships of Addison, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Rathbone and Thurston

WAGES

Per hour:

	07/01/2026
Painter	$ 27.25
Taper, Paperhangers, and Vinyl hangers	28.61

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.00 per hour for Spray Work (does not apply to application of water-based coatings to walls)
- Additional $ 1.00 per hour for Swing Chair or Swing Scaffold
- Additional $ 2.00 per hour for Steeplejack
- Additional $ 1.00 per hour for Sand Blasting
- Additional $ 1.00 per hour for Acid or High Pressure Wash

- Additional $ 1.25 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 $ 1.25 per hour for Epoxy-brush or roll (solvent base only)
- Additional $ 2.00 per hour for Drywall Machine Operator

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 25.16

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	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 21.00	$ 22.00	$ 23.00

Taper: 750 hour terms at the following Journeyworker Taper Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 23.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.00 per hour for Spray Work (does not apply to application of water-based coatings to walls)
- Additional $ 1.00 per hour for Swing Chair or Swing Scaffold
- Additional $ 2.00 per hour for Steeplejack
- Additional $ 1.00 per hour for Sand Blasting
- Additional $ 1.00 per hour for Acid or High Pressure Wash
- Additional $ 1.25 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 $ 1.25 per hour for Epoxy-brush or roll (solvent base only)
- Additional $ 2.00 per hour for Drywall Machine Operator

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 6.10	$ 7.10	$ 8.10	$ 9.20	$ 11.00	$ 11.00	$ 13.00	$ 13.64

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
$ 6.10	$ 7.10	$ 8.10	$ 10.00	$ 13.00	$ 13.73

2-178 E

Painter - Metal Polisher — 11/01/2026

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 — 11/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 5

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing
Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.
Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.
Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville,Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.
Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

WAGES

Per hour	07/01/2026
Plumber	$ 47.18
Steamfitter	47.18

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 28.88

NOTE-$ 6.00 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Site work & New const. See (B,E,E2,Q) on OVERTIME PAGE.

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

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

REGISTERED APPRENTICES
One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	60%	66%	75%

Supplemental Benefits per hour:

1st year	$ 9.00
2nd year	12.71 *
3rd year	14.09**
4th year	15.80***
5th year	18.99****

*NOTE-2nd year $0.90 of this amount must be paid at the same premium as the wage for overtime hours.
**NOTE-3rd year $1.20 of this amount must be paid at the same premium as the wage for overtime hours.
***NOTE-4th year $1.62 of this amount must be paid at the same premium as the wage for overtime hours.
****NOTE-5th year $2.88 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

Plumber — 11/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 6

ENTIRE COUNTIES
Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES
Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.
Seneca: Only the Townships of Covert and Lodi.
Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.
Tioga: Only the Townships of Barton, Berkshire, Candor, Nichols, Richford, Spencer and Tioga.

WAGES
Per hour: 07/01/2026

Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration.	$ 52.16

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage rate above for a single irregular work shift starting between 4:30 PM and 7:00 AM.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.75*

*NOTE: $ 15.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY
Time and one half for the 9th & 10th hours Monday through Friday and first 10 hours on Saturday. All other overtime hours are double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

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	$ 16.20
2nd	25.03
3rd	25.72
4th	26.34
5th	27.41

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	$ 8.58
3rd	8.77
4th	9.14
5th	9.71

6-81-SF

Roofer — 11/01/2026

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 + 1.06*	$ 3.50**	$ 4.00**

*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 — 11/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 2

ENTIRE COUNTIES
Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES
Per hour:

	07/01/2026	05/01/2027 Additional
Sheetmetal Worker	$ 40.82 + 1.02*	$ 4.00**

NOTE: Ten cents ($0.10) per hour additional premium to be paid when working polyresin fiberglass.
*Amount is paid for every hour worked (amount not subject to overtime premium)
**To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker: $ 25.33

OVERTIME PAY
See (*B1, Q) on OVERTIME PAGE
*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

REGISTERED APPRENTICES
WAGES per hour:
Indentured after 05/01/2025 (1-year Terms):

	1st	2nd	3rd	4th	5th
07/01/2026	$ 24.49	$ 26.53	$ 28.57	$ 32.66	$ 34.70
	+0.61*	+0.66*	+0.71*	+0.82*	+0.87*

Indentured prior to 05/01/2025 (Half Year Terms):

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2026	$ 24.49	$ 24.49	$ 26.53	$ 28.57	$ 30.62	$ 32.66	$ 34.70	$ 36.74
	+0.61*	+0.61*	+0.66*	+0.71*	+0.77*	+0.82*	+0.87*	+0.92*

*Amount is paid for every hour worked (amount not subject to overtime premium)

SUPPLEMENTAL BENEFITS per hour:
Indentured after 05/01/2025:

	1st	2nd	3rd	4th	5th
07/01/2026	$ 2.28	$ 21.05	$ 21.13	$ 21.30	$ 25.08

Indentured prior to 05/01/2025:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2026	$ 2.28	$ 2.28	$ 21.05	$ 21.13	$ 21.22	$ 21.30	$ 21.38	$ 21.46

2-112

Sprinkler Fitter — 11/01/2026

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 11/01/2026

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 / Heavy&Highway 11/01/2026

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES
Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.
Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.
Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.
Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).
Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Gainesville, Perry, Warsaw, Middlebury, Covington, and Pike.

WAGES
NOTE - THIS RATE APPLIES ONLY TO MILLING OPERATIONS (ASPHALT or CONCRETE) WHEN MATERIALS ARE TO BE REMOVED FROM THE PROJECT SITE.

Per hour:	07/01/2026
Teamster - Mill Rate	$ 28.50

SUPPLEMENTAL BENEFITS
Per hour:

$ 13.17

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

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

7-118-Mill

Teamster - Building / Heavy&Highway — 11/01/2026

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES
Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.
Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.
Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.
Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).
Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Gainesville, Perry, Warsaw, Middlebury, Covington, and Pike.

WAGES
GROUP #1: Warehousemen*, Yardmen*, Truck helpers, Pickups, Panel trucks, Flatboy material trucks (straight jobs), Single Axle dump trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanics Helpers/Parts Chasers.
GROUP #2: Tandems and Batch Trucks, Mechanics.
GROUP #3: Semi-trailers, Low-Boy trucks, Asphalt distributor trucks, and Agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks.
GROUP #4: Articulated off-road material hauler, Specialized earth moving equipment, Euclid type, or similar off-highway equipment, where not self-loaded, 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-loaded.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour:	07/01/2026
GROUP #1	$ 33.59
GROUP #2	33.64
GROUP #3	33.69
GROUP #4	33.84
GROUP #5	33.99

Additional $1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site where regulations require employee to use or wear personal protection.

SUPPLEMENTAL BENEFITS
Per hour:

$ 27.94

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

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

7-118

Teamster - Heavy&Highway — 11/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Alfred, Burns.
Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

WAGES

GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, 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 trucks that require a HazMat license endorsement.

Per hour:	07/01/2026	07/01/2027
GROUP 1	$ 40.62	$ 44.28
GROUP 2	40.82	44.48
GROUP 3	45.62	49.28

SHIFT WORK

A single irregular work shift can start any time between 5:00 PM and 1:00 AM. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional $ 5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 29.94	$ 30.78

OVERTIME PAY

See (*B, B3, J, X) on OVERTIME PAGE
*Time and one half also applicable after the 5th day worked.

HOLIDAY

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

6-317(Syr)

Welder **11/01/2026**

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 11/02/2026

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		ADRIEL ISUFI		151 TYSENS LANE STATEN ISLAND NY 10306	10/27/2026	10/27/2031
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	*****4904	ALMI REMODELING AND CONSTRUCTION CORP.		151 TYSENS LANE STATEN ISLAND NY 10306	10/27/2026	10/27/2031
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	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		551 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		551 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		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	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	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 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	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	*****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	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	*****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	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

NYSDOL Bureau of Public Work Debarment List 11/02/2026

Article 8

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	*****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	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 00 73 43
WAGE RATE REQUIREMENTS

INTRODUCTION

1.1 PREVAILING WAGE RATES AND PAYROLL TRANSCRIPT RECORDS

A. Pusuant to Article 8, Section 220-I of the New York State Labor Law:
   1. No Contractor shall bid on a contract for public work unless such Contractor is registered and has obtained a Certificate of Registration from the New York State Department of Labor.
      a. A copy of the Certificate of Registration must be submitted with their bid. Applications for registration shall not be accepted as a substitute for a Certificate of Registration.
      b. Failure to submit Certificate of Registration with the bid will result in the rejection of the bid.
   2. Subcontractors must be registered prior to commencing any work on the project.

B. Contractors will be required to adhere to NYS DOL prevailing wage schedules in paying wages to employees. The prevailing wage schedules in effect at the time of the contract execution shall control.

C. The Contractor shall furnish payroll transcript records in accordance with Article 8, Section 220-J of the New York State Labor Law.

D. Pursuant to Section 220 (3-a) of the NYS Labor Law, the successful bidder to whom the Owner awards the contract, and any sub-contractor performing work under said contract, shall submit to the Owner a transcript of its original payroll records within thirty (30) days of the issuance of the contract, or within five (5) days of first entering the work site, whichever occurs first, and thereafter the contractor and subcontractor shall submit certified payroll records every thirty (30) days, until the contract expires or terminates. The filing of payrolls in a manner consistent with subdivision 3-9 is a condition precedent to payment of any sums due and owing to any person for work done on the project. Certified payroll records must also be submitted with invoices.

E. If the work to be performed by the successful bidder is located at a single location, the successful bidder and every subcontractor retained by the successful bidder shall post in a prominent and accessible place on the site where the work is performed a legible statement of all wage rates and supplements as specified in the bidder's contract with the Owner to be paid or provided, as the case may be, by the successful bidder or subcontractor for the various classes of mechanics, working men, or laborers, employed on the work. Such posted statement shall be written in plain English and titled, in lettering no smaller than two inches in height and two inches in width, with the phrase "Prevailing Rate of Wages". Such posted statement shall be constructed of materials capable of withstanding adverse weather conditions.

1.2 PREVAILING WAGE CASE NUMBER

A. A unique Prevailing Wage Case Number (PRC#) 2026008694 has been assigned to the schedule(s) for this project.
   1. The current Prevailing Wage Schedule for the project is attached following this section.

B. The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website at https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

1.3 WORKER NOTIFICATION

A. This provision is an addition to the existing prevailing 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 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 rage of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, many be downloaded from our website www.labor.ny.gov or made available upon request by contacting the Bureau of Public Work at 518-457-5589.
   1. * In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

1.4 EMPLOYEEE OSHA SAFETY TRAINING

A. Effective July 18th, 2008: If this be a contract for the construction, maintenance and/or repair of public work and the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars, then all laborers, workers, and mechanics employed in the performance of the contract either by contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration. (Labor Law Section 220-h).

1.5 ATTACHMENT

A. 00 73 43A - Prevailing Wage Rate Schedule for Article 8 Public Work Project.

END OF SECTION

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project identification.

B. Work covered by Contract Documents.

C. Work sequence.

D. Contractor use of premises.

E. Occupancy requirements.

1.2 RELATED REQUIREMENTS

A. Section 01 50 00 - Temporary Facilities and Controls.

1.3 PROJECT

A. Project Name: 2025 William E Severn Elementary Alterations Project
Contract Documents, dated May 11, 2026 were prepared for the Project by Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC, Airport Corporate Park, 100 HUNT Center Horseheads, NY 14845.

B. Owner's Name: Corning-Painted Post Area School District.
165 Charles Street
Painted Post, NY 14870

C. Architect's Name: Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845-1019
Phone: 607-358-1000
Fax: 607-358-1800
Contact: Suhua Zhao

D. Construction Manager: Welliver Inc.
2634 Goff Road
Corning, NY, 14830
Phone: 607-857-9001
Fax: 607-654-2838
Contact: Corey Gee

E. The Project consists of the replacement of portions of the roof, renovation of the library space and general renovations throughout the building.

1.4 CONTRACT DESCRIPTION

A. The project will be constructed under a multiple Prime Contract Agreement.
1. Prime Contracts are separate contracts between the Owner 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.

B. Prime Contracts for this Project include:
   1. Bid Prime Contracts:
      a. General Trades
      b. Mechanical
      c. Electrical
      d. Plumbing
      e. The work of each separate Bid Prime Contract is identified in this section .
   2. New York State OGS Statewide Term Contract
      a. Controls
         1) Mechanical Controls.
         2) Access Controls.
         3) Video Surveillance.
      b. The work of each OGS Statewide Term Contract is identified in this section.

1.5 OWNER OCCUPANCY

A. Owner intends to occupy the Project upon Substantial Completion.

B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

C. Schedule the Work to accommodate Owner occupancy.
   1. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
   2. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building. However, the Owner will not clean up behind contractors; responsibility for any debris caused by contractor operations remains with the Prime Contractor.

D. The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided that such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work. Cooperate fully with the Owner or its representatives and Architect/Engineer during construction operations to minimize conflicts and facilitate owner’s usage.

1.6 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings. Do not disturb portions of the site beyond the areas in which the work is indicated.

B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others.
   3. Use of site and premises by the public.

C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
      a. All exit and escape windows shall be maintained at all times.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
   3. Do not use driveways, entrances or sidewalks for parking or storage of materials.
   4. Keep temporary driveways and entrances serving the premises clear and available to the Owner, Architect, Construction Manager and emergency vehicles at all times.

D. Existing building spaces may not be used for storage.

E. Time Restrictions:
   1. Work hours shall be between the hours of 7:00 AM and 4:00 PM daily, Monday through Friday, except when it interferes with the Owner’s activities.

a. Shift work between the hours of 4:00 PM and 7:00 AM, or on weekends, may occur with the permission the Construction Manager.

2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

F. Any work that requires disruption to the occupants, entry/exits, utilities, etc shall be coordinated with and approved by the Construction Manager.

G. Utility Outages and Shutdown:
1. Limit disruption of utility services to hours the building is unoccupied.
2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
3. Prevent accidental disruption of utility services to other facilities.

H. Construction Staging Area:
1. Contractors will be instructed to use designated staging/parking areas before start of construction.
2. All staging of equipment, trailers, storage containers, etc to be coordinated through the Construction Manager and cannot interfere with any other Contractor's work.
3. Activity in the staging area shall be conducted in a manner that causes minimal disruption of the Owner's activities.

1.7 WORK SEQUENCE

A. All Work will be conducted in a number of continuous phases to provide the least possible interference to the activities of the Owner’s personnel and to permit the facilities to be partially utilized during implementation of the work.
1. The Contractor is expressly forewarned that impacts to the construction schedule during any phase or portion of the project will not be permitted.

B. Schedule: Refer to the milestone / phasing schedule included in Section 01 32 16 - Construction Progress Schedule.

C. Should overtime or second shift work be required by a Prime Contractor to ensure the completion within the specified (phased) schedule, all costs for this work is the responsibility of the Contractor. The Construction Manager shall have the authority to direct the contractors and subcontractors to work overtime including weekends to maintain the schedule at no additional cost to the Owner. Prime Contractors warrant that the work shall be physically complete, including punch list, startup, and commissioning, within the early start and late finish schedule milestones.

D. Each Prime Contractor shall provide multiple crews to maintain project schedule. Each crew is to be furnished with its own supervision, cranes, scaffold and other means necessary to maintain the Project Schedule.

E. The intention of the work is to follow a logical sequence; however, the Prime Contractor may be required by the Construction Manager to temporarily omit or leave out any section of his work, or perform his work out of sequence. All such out of sequence work and returning to these areas shall be at no additional cost to the Owner.

F. Each Contractor is responsible for supervision of their Sub-Contractors at all times.

1.8 REQUIREMENTS OF ALL CONTRACTS

A. Extent of Contract: Unless the Contract Documents contain a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
1. Unless otherwise indicated, the Work described in this section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
3. Trenches, at the interior of building footprints, whether existing or planned, for the Work of each contract shall be provided by each Contractor for its own Work.
    a. For trenches at existing interior concrete slabs on grade:
        1) The Contractor requiring the trench shall mark out location of required trench.
        2) The General Trades contractor shall saw cut and remove the concrete.
        3) The Contractor requiring the trench shall excavate; install the work; backfill and compact up to the subbase level.
        4) The General Trades contractor shall install the base material and replace the concrete slab as detailed on the Drawings.
        5) The General Trades Contractor shall patch floor finishes to match or as detailed or scheduled on Drawings.
        6) All Contractors shall refer to Contract Documents for applicable specification sections and details.
4. Cutting and patching for the Work of each contract shall be provided by each contractor for its own Work, except as outlined for trenches above.
5. Firestopping for the Work of each contract shall be provided by each Contractor for its own Work.
6. Within ten (10) working days after preliminary horizontal bar-chart-type construction schedule submittal has been received from General Trades Contractor, submit a matching preliminary horizontal bar-chart schedule showing construction operations sequenced and coordinated with overall construction.

B. One set of documents is issued covering all Prime Contracts. EACH PRIME CONTRACTOR shall be responsible for all work shown on all drawings and sections for complete understanding and knowledge of the work. All Prime Contractors are responsible for all work under their contract no matter what drawing, specification or related specification in which that work appears, including drawings of other trade disciplines.

C. The Following Drawings and Specifications are specifically included and defined as integral to EACH Prime Contract:
    1. Drawings:
        a. G0.1 - Symbols and Abbreviations.
        b. G1.1 - Code Compliance.
    2. Specifications:
        a. Division 00 - Procurement and Contracting Requirements
            1) All Specification Sections within this Division are owned by ALL contracts, with the following exceptions:
            2) The following Specification Sections shall be integral and exclusive to BID PRIME CONTRACTS:
                (a) Section 00 11 13 - Advertisement for Bids.
                (b) Section 00 21 13 - Instructions to Bidders .
                (c) Section 00 41 13 - Bid Form.
                (d) Section 00 45 19 - Non-Collusion Affidavit.
                (e) Section 00 43 13 - Bid Bond.
            3) The following Specification Sections shall be integral and exclusive to NYS OGS STATEWIDE TERM CONTRACTS:
                (a) Section 00 21 16 - Instructions to Proposers.
                (b) Section 00 42 00 - Proposal Form.
        b. Division 01 - General Requirements:
            1) All Specification Sections within this Division are owned by ALL contracts.
        c. Division 02 - Existing Conditions:
            1) Specification Section 02 41 00 - Demolition.
        d. Division 07 - Thermal and Moisture Protection
            1) Specification Section 07 84 00 - Firestopping:

(a) All contractors to provide Firestopping for their own trade's penetrations through all fire-rated walls.

2) Specification Section 07 92 00 - Joint Sealants:

(a) All contractors to provide joint protection of their own trade's work.

e. Division 08 - Openings:

1) Specification Section 08 31 00 - Access Doors and Panels

(a) All contractors to furnish Access Doors and Panels for their own trade's work.

(b) Access Doors and Panels to be installed by General Trades Contractor.

(c) Include locations of Access Doors and Panels in shop drawings and furnish to General Trades Contractor.

f. Division 09 - Finishes

1) All contractors to refer to Room Finish Schedule and all Finish Keys within drawings in coordination with all finishes for each trade.

D. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the Work.

E. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 01 50 00 - Temporary Facilities and Controls, each contractor is responsible for the following:

1. The Contractors shall assist the Architect and Owner in identifying a plan detailing how exiting required by the applicable building code will be maintained, and a plan detailing how adequate ventilation will be maintained during construction.
2. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility.
3. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
4. Its own field office, complete with necessary furniture, utilities, and telephone service. The Contractor shall provide leveling, stone, and/or removals necessary to install Field Offices. At end of construction, when field offices are removed, each Contractor is responsible to return the area to its original condition, including any re-seeding required.
5. Its own storage and fabrication sheds.
6. Temporary enclosures for its own construction activities.
7. Hoisting requirements for its own construction activities, including hoisting material or equipment into spaces below grade, and hoisting requirements outside building enclosure.
8. Progress cleaning of its own areas on a daily basis.
9. Secure lockup of its own tools, materials, and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

F. Temporary Heating, Cooling and Ventilation: The HVAC Contract is responsible for temporary heating, cooling, and ventilation.

1.9 BID CONTRACT NO. 1 - GENERAL CONSTRUCTION

A. The General Trades Contractor shall be responsible for all work shown on Abatement (AB), Architectural (A), and Site (C) and Roof (R) Drawings unless noted otherwise and any site work shown on all other drawings and further defined below:

1. Provide the complete work of Division 02 - Existing Conditions unless noted otherwise.
2. Division 03 - Concrete
   a. Specification Section 03 30 00 - Cast-in-Place Concrete including but not limited to:
      1) Provide equipment pads for all trades (all primes to lay out own concrete pads for GC installation).
      2) Provide cutting/patching for all trenches within the building (layout of trenches by each Prime Contractor).
      3) Interior slabs and all building foundations.
   b. Provide the complete work of Specification Section 03 54 00 - Cast Underlayment.
3. Provide the complete work of Division 04 - Masonry.

4. Provide the complete work of Division 06 - Wood, Plastic and Composites.
   a. Provide ALL wood blocking on this project
   b. Coordinate wood blocking with all other Primes and any Owner furnished equipment to ensure all wood blocking is in place prior to wall enclosure. Cutting and patching after wall enclosure will be at the cost of the General Contractor.
5. Provide the complete work of Division 07 - Thermal and Moisture Protection, with the following exceptions:.
   a. Install all curbs and rails for rooftop mechanical equipment, as furnished by the Mechanical Contractor.
   b. Install all louvers and required flashing for Unit Ventilators, as furnished by the Mechanical Contractor.
6. Provide the complete work of Division 08 - Openings as noted:
   a. Install Access Doors and Panels furnished by other contractors.
   b. Specification Section 08 71 00 - Door Hardware
      1) Power, Access Control, and Fire Alarm wiring and final connections provided by Electrical Contractor.
7. Provide the complete work of Division 09 - Finishes, unless noted otherwise.
   a. Specification Section 09 84 30 - Sound-Absorbing Wall and Ceiling Units
      1) Power and final connections to be provided by Electrical Contractor for all LED lit sound baffles.
8. Provide the complete work of Division 12 - Furnishings.
9. Provide the complete work of Division 31 - Earthwork with the following exceptions:
   a. Specification Section 31 23 16.13 - Trenching:
      1) Interior trenching for utilities shall be provided by Contractor requiring trench, as outlined in previous article.
      2) Provide exterior trenching for all trades.
   b. Specification Section 31 23 23 - Fill:
      1) Fill for interior trenches for utilities shall be provided by Contractor backfilling trench, as outlined in previous article.
10. Provide the complete work of Division 32 - Exterior Improvements
11. Provide the complete work of Division 33 - Utilities

B. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all General Trades Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

C. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.10 BID CONTRACT NO. 2 - PLUMBING

A. The Plumbing Contractor shall be responsible for all work shown on the Plumbing (P) Drawings and any plumbing work shown on all other drawings and specifications and further defined below:
   1. Division 02 - Existing Conditions:
      a. Specification Section 02 41 00 - Demolition:
         1) Plumbing Contractor to be responsible for all demolition of items shown on plumbing drawings as well as all plumbing connections to equipment or devices to be demolished by other contractors.
   2. Provide the complete work of Division 22 - Plumbing.
   3. Division 28 - Electronic Safety and Security:
      a. Specification Section 28 46 21.16 - Existing Fire Alarm System including but not limited to:
         1) Coordinate and test proper connection to the Building’s Fire Alarm System.

B. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Plumbing Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

C. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.11 BID CONTRACT NO. 3 - MECHANICAL

A. The Mechanical Contractor shall be responsible for all work shown on the Mechanical (H) Drawings and any mechanical work shown on all other drawings and specifications and further defined below:
   1. Division 02 - Existing Conditions:
      a. Specification Section 02 41 00 - Demolition:
         1) Mechanical Contractor to be responsible for all demolition of items shown on Mechanical Drawings as well as all mechanical connections to equipment or devices to be demolished by other contractors.
   2. Division 22 - Plumbing:
      a. Specification Section 22 10 05 - Plumbing Piping and Specialties limited to:
         1) Final connections of equipment condensate made by HVAC Contractor. Storm Water taps provided by Plumbing Contractor.
   3. Provide the complete work of Division 23 - Heating, Ventilating and Air-Conditioning (HVAC), with the following exceptions:.
      a. Specification Section 23 09 23 - Direct-Digital Control System for HVAC
         1) Coordinate with Controls Contractor for work of this section.
      b. Furnish all curbs and rails for rooftop mechanical equipment and turn over to the General Trades Contractor for installation.
      c. Furnish all louvers and required flashing for Unit Ventilators and turn over to the General Trades Contractor for installation.

B. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Mechanical Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

C. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.12 BID CONTRACT NO. 4 - ELECTRICAL

A. The Electrical Contractor shall be responsible for all work shown on Electrical (E) and Technology (T) Drawings unless noted otherwise, and any electrical work shown on all other drawings and further defined below:
   1. Division 02 - Existing Conditions:
      a. Specification section 02 41 00 - Demolition:
         1) Electrical contractor to be responsible for all demolition of items shown on electrical drawings as well as all electrical feeds to equipment or devices to be demolished by other Contractors.
   2. Division 06 - Wood, Plastic and Composites:
      a. Specification Section 06 41 00 - Architectural Wood Casework including but not limited to:
         1) Any lighting and electrical work associated with Architectural Wood Casework
   3. Division 08 - Openings:
      a. Specification Section 08 71 00 - Door Hardware including but not limited to:
         1) Fire Alarm connection at all electrically operated hardware.
         2) Provide power to all electrically operated hardware.
   4. Division 23 - Heating, Ventilating and Air-Conditioning (HVAC):

a. Specification Section 23 33 00 - Air Duct Accessories including but not limited to:
1) Provide electrical connections to all Air duct Accessories per manufacturers' requirements necessary for equipment to operate as intended.
5. Provide complete the work of Division 26 - Electrical
6. Provide the complete work of Division 27 - Communications.
7. Provide the complete work of Division 28 - Electronic Safety and Security.

B. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Electrical Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

C. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

D. The Contractor shall provide Installer Certification as part of the descoping process as outlined in the Submittals portion of Section 27 10 05 - Communications Copper Cabling.

1.13 NYS OGS STATEWIDE TERM CONTRACT NO. 5 - CONTROLS

A. The Controls Contractor shall be responsible for all controls work shown on Mechanical (H), Landscape (L), Electrical (E), and Technology (T) Drawings unless noted otherwise, and any controls work shown on all other drawings and further defined below:
1. Division 02 - Existing Conditions
a. Specification Section 02 41 00 - Selective Structural Demolition:
1) Lighting/HVAC Controls Contractor to be responsible for all demolition of equipment pertaining to the scope shown on Electrical and Technology Drawings as well as all connections to equipment or devices to be demolished by other contractors.
2. Division 08 - Openings
a. Specification Section 08 71 00 - Door Hardware:
1) Provide all power and access control circuitry to all electrically operated door hardware.
3. Division 23 - Heating, Ventilating, and Air-conditioning:
a. Provide the complete work of Specification Section 23 09 23 - Direct-Digital Control System for HVAC.
b. Coordinate this work with the Mechanical Contractor.
4. Division 28 - Electronic Safety and Security:
a. Provide the complete work of Specification Section 28 10 00 - Access Control.
b. Provide the complete work of Specification Section 28 20 00 - Video Surveillance, with the following exception:
1) Conduit, pathways and cable provided by Electrical Contractor.
2) Furnish equipment to be installed by Electrical Contractor as outlined in the responsibility matrix.

B. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Controls Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

C. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.14 ADDITIONAL NOTES TO CONTRACT DOCUMENTS

A. The following notes are integral to each Prime Contract:
1. All bidders are forewarned to review all information of the Contract Documents.
2. Review Section 01 21 00 - Allowances for Allowances that may be included in Prime Contractors scope of work.

3. Review Section 01 22 00 - Unit Prices for Unit Prices that may be included in Prime Contractors scope of work.
4. Review Section 01 23 00 - Alternates for Alternate bid pricing required in Prime Contractors scope of work.
5. Review Section 01 50 00 - Temporary Facilities and Controls for work requirements of temporary construction activities in Prime Contractor's scope of work.
6. All contractors are responsible for the layout and survey of their own work or work requirements.
7. All contractors are required to construct the project per the phasing and staging plan. Specific areas of the site and building must be completed for the intended use by the Owner, at the Milestone dates so listed. All contractors shall cooperate fully with the intentions of the plan. Contractors are forewarned that any delay caused indirectly or directly by the acts, omissions, and/or failure to perform by a contractor will result in the Owner, or its agents, accomplishing the work by any means possible. The contractor causing the delay will be responsible for any and all costs associated with such issues, including Owner costs, Architect/Engineer costs, inspections, etc.
8. All Contractors shall provide any and all temporary shoring, bracing, supports or protection systems necessary to expedite the work requirements including the maintenance of worker safety.
9. All contractors are responsible for the safety of their own workers, subcontractors, work area, and other personnel on site. Each and every contractor is responsible for maintaining a safe work site and utilizing best safety procedures.
10. In case of discrepancy between the Drawings and Specifications, interpretation shall be given preference in the following order, with later dates taking precedence over earlier dates:
    a. Addenda
    b. Amendments to the Drawings and Specifications
    c. Drawings and Specifications
    d. Schedules, Piping & Wiring Diagrams take precedence over other data shown on the drawings.
    e. Notes take precedence over other data shown on the drawings, except Schedules, Piping & Wiring Diagrams.
11. If discrepancies are found between the plans and specifications, include the more costly detail to the bid price.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONSTRUCTION MANAGER

A. Coordination activities of the Construction Manager include, but are not limited to, the following:
    1. Provide overall coordination of the Work.
    2. Provide overall coordination of temporary facilities and controls.
    3. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
    4. Coordinate construction and operations of the Work with work performed by each contract.
    5. Coordinate sequencing and scheduling of the Work. Include the following:
        a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with separate contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
        b. Distribute copies of schedules to Architect, Owner, and separate contractors.
    6. Provide construction photography.
    7. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.

8. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
9. Coordinate cutting and patching.
10. Coordinate protection of the Work

3.2 COORDINATION

A. Each Prime Contractor shall coordinate scheduling and installation of work with the work of other Contractors, sub-contractors and other trades. Each Prime Contractor is also required to coordinate all work of their Contract with Owner-supplied materials, direct contacts and normal building operations.

B. Each Prime Contractor shall supply and coordinate exact locations of embedded items in concrete or masonry work with the General Contractor. Each Prime Contractor shall monitor such items throughout concrete/masonry activities to ensure proper placement.

C. MECHANICAL, ELECTRICAL, AND PLUMBING Prime Contractors shall be responsible for providing any rough opening or masonry opening dimensions to the General Trades Contractor. FOR ALL NEW WORK. MECHANICAL, ELECTRICAL, AND PLUMBING Prime Contractors shall be responsible for any rework or additional work required due to their failure to provide this information prior to the schedule start of wall construction.

D. Each Contractor shall coordinate all device and rough-in locations required with the casework shop drawings.

E. Each Contractor shall take special care in verifying that his equipment matches the characteristic of the power being supplied. The Electrical Contractor shall coordinate electrical power requirements with Each Contractor for all equipment requiring power

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of Values.

B. Applications for payments.

C. Change procedures.

1.2 RELATED REQUIREMENTS

A. Section 00 52 00 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.

B. Section 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.

C. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

D. Section 01 22 00 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.

E. Section 01 30 00 - Administrative Requirements: General submittal procedures.

F. Section 01 60 00 - Product Requirements: Substitution limitations and procedures.

G. Section 01 70 00 - Execution and Closeout Requirements: Project record documents.

1.3 SCHEDULE OF VALUES

A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.

B. Submit Schedule of Values electronically within 15 days after date of Owner-Contractor Agreement established in Notice to Proceed.

C. Include separately for each line item, the amount for materials, and the amount for labor.

D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.
   1. Separate by SED numbers, listing SED number and Building name. When applicable, further separate each building by additionals and alterations, include a subtotal for each.

E. Provide 1% of contract value for execution of closeout documents.

F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.

H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Use Form AIA G732 and Form AIA G703, edition stipulated in the Agreement.

C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.

D. Submit electronically each Application for Payment.

E. Include the following with the application:
1. Transmittal letter as specified for submittals in Section 01 30 00.
2. Construction progress schedule, revised and current as specified in Section 01 32 16.
3. Partial release of liens from major subcontractors and vendors.
4. Project record documents as specified in Section 01 78 00, for review by Owner which will be returned to the Contractor.
5. Affidavits attesting to off-site stored products.
6. Certified payrolls.
7. Updated project schedule and timelines.

F. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.5 CHANGE PROCEDURES

A. Change Order Form: AIA G701 Change Order.

B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.

C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
1. Minor changes will be issued on AIA G710 Architect's Supplemental Instructions.

D. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
2. Promptly execute the change.

E. The Architect may issue a Proposal Request that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change. Contractor shall prepare and submit a estimated price quotation within 15 days.

F. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors.

G. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
1. Stipulated Sum Change Order: Based on Proposal Request and Contractor's price quotation.
2. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit prices. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
3. Construction Change Directive: Architect may issue directive, on AIA G714 Construction Change Directive signed by Owner, instructing contractor to proceed with change in the Work, for subsequent inclusion in a Change Order.

a. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute change.

4. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect will determine change allowable in Contract Sum and Contract Time as provided in Contract Documents.
   a. Maintain daily detailed records of work completed on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work. Daily Time and Material tickets must be validated and signed by the Owner's Representative to be acceptable for issuance of the change order.

H. Substantiation of Costs: Provide full information for change in cost or time with sufficient data to allow evaluation of quotation.

I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

J. Correlation of Contractor Submittals:
   1. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
   2. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
   3. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contingency allowance.

1.2 RELATED REQUIREMENTS

A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 CONTINGENCY ALLOWANCE

A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

B. Funds will be drawn from the Contingency Allowance only by Change Order.

C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 CONTINGENCY ALLOWANCES SCHEDULE

A. General Trades Contract: Include the stipulated sum of $40,000

B. Mechanical Contract: Include the stipulated sum of $10,000

C. Plumbing Contract: Include the stipulated sum of $10,000

D. Electrical Contract: Include the stipulated sum of $20,000

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 22 00
UNIT PRICES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. List of unit prices, for use in preparing Bids.

B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

C. Defect assessment and non-payment for rejected work.

1.2 RELATED REQUIREMENTS

A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 COSTS INCLUDED

A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.4 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.
   1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/priced contracted.
   2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim for Contract Price adjustment.

1.5 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 Architect.

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.

1.6 PAYMENT

A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.

B. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.

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.

1.7 DEFECT ASSESSMENT

A. Replace Work, or portions of the Work, not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect 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 Architect and Owner.
2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect and Owner.

C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of Architect to assess the defect and identify payment adjustment is final.

1.8 SCHEDULE OF UNIT PRICES

Unit Price No. 1 : Remedial Floor Coating System.
Description: Addition or deletion of remedial floor coating system.
Unit of Measurement: Square Foot.

Unit Price No. 2 : Asbestos Abatement of Pipe Fitting Insulation.
Description: Remove and dispose of asbestos containing pipe fitting insulation.
Unit of Measurement: Linear Foot, removed.

Unit Price No. 3 : Asbestos Abatement of Pipe Insulation.
Description: Remove and dispose of asbestos containing pipe insulation.
Unit of Measurement: Each three foot section, removed.

Unit Price No. 4 : Asbestos Abatement Floor Tile and Mastic.
Description: Remove and dispose of asbestos containing floor tile and mastic. Price shall include all costs to provide removal in a single contained work space with containment enclosure currently in place.
Unit of Measurement: 10 Square Feet.

Unit Price No. 5 : Asbestos Abatement Containment Area.

Description: Provide a single 10'-0" X10'-0" containment area at locations where additional asbestos abatement is to be performed.
Unit of Measurement: Each enclosure.

Unit Price No.6 : Asbestos Abatement Decontamination System Enclosure.
Description: Cost to mobilize and construct a decontamination enclosure at the project site.
Unit of Measurement: Each mobilization and construction.

Unit Price No. 7 : Asbestos Abatement Associated with Minor-Size Penetrations.
Description: Construction of Minor-Size Tent Enclosure and Spot Abatement (less than 10 SF) of Plaster Walls and Ceilings for Various Mechanical, Electrical, Plumbing, and Ancillary Work.
Unit of Measurement: Each Minor Tent and Minor-Size Abatement

Unit Price No. 8 : Asbestos Abatement Associated with Small-Size Penetrations.
Description: Construction of Small-Size Regulated Work Area Enclosure, and Abatement of Small Size (greater than 10 SF, but less than 160 SF) Area of Plaster Walls and Ceilings for Various Mechanical, Electrical, Plumbing, and Ancillary Work
Unit of Measurement: Square foot of Abatement.

Unit Price No. 9 : Granular Fill.
Description: Addition or deletion of compacted granular base. See relevant Specification Sections.
Unit of Measurement: Cubic yard.

Unit Price No. 10 : Full Depth Roof Replacement
Description: Addition or deletion of full depth roof replacement down to roof deck
Unit of Measurement:Square Foot.

Unit Price No. 11 :Retrofit Roof Drain
Description: Deletion to retrofit roof drain in lieu of full replacement of roof drain up to the first elbow
Unit of Measurement: each

Unit Price No. 12 : Additional Category 6 Data Drop - Established Pathway.
Description: Addition or deletion to provide to install a single data drop to a location with an established pathway. Price to include labor for any work shift.
Unit of Measurement: Per drop, not to exceed 295 feet.

Unit Price No. 13 : Additional Category 6 Data Drop - New Pathway.
Description: Add or deletion to provide a single data drop to a location without an established pathway. Price to include labor for any work shift.
Unit of Measurement: Pre drop, not to exceed 50 feet of conduit and surface raceway, cable not to exceed 295 feet.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Description of Alternates.

B. Procedures for pricing Alternates.

1.2 RELATED REQUIREMENTS

A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

B. Document 00 52 00 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.3 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
   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 mentioned as part of the Alternate.
   2. Include, as part of each alternate, all related construction coordination, modifications or adjustments.

C. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

D. Execute accepted alternates under the same conditions as other Work of this Contract

E. Schedule: A “Schedule of Alternates” is included at the end of this Section.

F. The successful Bidder agrees to hold all Alternate Bids firm and unchanged for a period not to exceed 120 calendar days following the closing date for bidding.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Playground Surfacing South and Playground Equipment: Provide playground equipment and resurface portion of playground where new equipment is proposed as indicated by the contract documents.

B. Alternate No. 2: Playground Surfacing North: Resurface rest of the playground (relative to Alternate #1) as indicated by the contract documents.

C. Alternate No. 3: Full Roof Replacement above Gym & Multipurpose Room area and Roof Over above Area A & Area B classroom area as indicated by the contract documents.

D. Alternate No. 4: Granite Curb at the Lower Parking Cross Walk as indicated by the contract documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.2 RELATED REQUIREMENTS

A. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.

B. Section 01 21 00 - Allowances, for cash allowances affecting this section.

C. Section 01 22 00 - Unit Prices, for additional unit price requirements.

D. Section 01 23 00 - Alternates, for product alternatives affecting this section.

E. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.

F. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

G. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Restrictions on emissions of indoor substitute products.

1.3 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
      a. Unavailability.
      b. Regulatory changes.
   2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
      a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.4 REFERENCE STANDARDS

A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
2. Agrees to provide the same warranty for the substitution as for the specified product.
3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
5. Waives claims for additional costs or time extension that may subsequently become apparent.
6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

B. A Substitution Request for specified installer constitutes a representation that the submitter:
1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.

C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.

E. Limit each request to a single proposed substitution item.

3.2 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Submittal Time Restrictions:
1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.

B. Submittal Form (before award of contract):
1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.3 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submittal Form (after award of contract):
1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request (After Bidding/Negotiating). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

B. Architect will consider requests for substitutions only within 30 days after date of Agreement.

C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

D. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
3. Bear the costs engendered by proposed substitution of:
a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.

E. Substitutions will not be considered under one or more of the following circumstances:
   1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
   2. Without a separate written request.

3.4 RESOLUTION

A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. Architect will notify Contractor in writing of decision to accept or reject request.
   1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.5 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.6 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

END OF SECTION

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SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Delegated Design

C. Preconstruction meeting.

D. Site mobilization meeting.

E. Progress meetings.

F. Superintendent's meetings.

G. Preinstallation meetings.

H. Submittal procedures.

I. Electronic submittal procedure.

1.2 RELATED REQUIREMENTS

A. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.

B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.

C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and 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, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Coordination Document: The HVAC/Mechanical, Plumbing and Electrical Trades Contractors shall execute a coordination document identifying primary utilities in shared spaces. Circulation of the coordination document will be in the order contract trades are listed above. Conflicts in utility coordination are to be brought to the attention of the Architect/Engineer. Copies of the final coordination document will be distributed to each trade.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements. Install utilities parallel with structure and as inconspicuous as possible in exposed spaces.

F. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

G. 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.

1.4 DELEGATED DESIGN

A. All work requiring the services of a Delegated Design Professional shall be conducted by a Licensed Professional Engineer, licensed in the State of New York.

B. All items submitted by the Delegated Design Professional shall be signed and sealed by the Licensed Professional Engineer. These submittals shall include, but are not limited to:
1. Shop Drawings and details.
2. Design calculations, including loading, stresses, and connections.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Construction Manager will schedule a meeting after Notice of Award.

B. Attendance Required:
1. Owner.
2. Architect.
3. Contractor.
4. Construction Manager.

C. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
5. Submission of initial Submittal schedule.
6. Designation of personnel representing the parties to Contract and Architect.
7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.

D. Construction Manager will record minutes and distribute copies two days after meeting to participants, with copies to participants, and those affected by decisions made.

3.2 SITE MOBILIZATION MEETING

A. Construction Manager will schedule a meeting at the Project site prior to Contractor occupancy.

B. Attendance Required:
1. Contractor.
2. Owner.
3. Architect.
4. Special consultants.
5. Contractor's superintendent.
6. Major subcontractors.
7. Construction Manager.

C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
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.

D. Construction Manager will record minutes and distribute copies within two days after meeting to participants, with copies to participants, and those affected by decisions made.

3.3 PROGRESS MEETINGS

A. Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

B. Attendance Required:
1. Contractor.
2. Owner.
3. Architect.
4. Contractor's superintendent.
5. Major subcontractors.
6. Construction Manager.

C. 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. Planned progress during succeeding work period.
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.

D. Construction Manager will record minutes and distribute copies within two days after meeting to participants, with copies to participants, and those affected by decisions made.

3.4 PREINSTALLATION MEETING

A. When required in individual specification sections, convene preinstallation meeting at Project site prior to commencing work of specific section.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Architect seven days in advance of meeting date.

D. Prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.

2. Review coordination with related work.

E. Construction manager will record minutes and distribute copies after meeting to participants, with copies to Architect, Owner, and those affected by decisions made.

3.5 SUBMITTAL SCHEDULE

A. Submit to Architect for review a schedule for submittals in tabular format.
   1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
   2. Coordinate with Contractor's construction schedule and schedule of values.
   3. Format schedule to allow tracking of status of submittals throughout duration of construction.
   4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
   5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
      a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.6 COORDINATION MEETINGS

A. The Construction Manager will conduct Project Coordination Meetings weekly or on an "as-needed" basis. Project Coordination Meetings are in addition to specific meetings held for other purposes, such as regular Project Meetings and special Pre-Installation Meetings.

B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

C. The Construction Manager will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

3.7 SUBMITTAL

A. General:
   1. Transmit each submittal with form provided by Architect/Engineer via Newforma Info Exchange.
   2. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
   3. Identify Project, Contractor, Subcontractor, or Supplier; pertinent drawing and detail number, and specification number, as appropriate on each copy.
   4. Apply Contractor's stamp, signed or initialed certifying that review, approval, 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.
   5. Deliver submittals, containing samples, to Architect at Airport Corporate Park, 100 Hunt Center, Horseheads, NY 14845-1019. All other submittals to be submitted through Newforma Exchange as specified below.
   6. Schedule submittals to expedite the Project, and coordinate submission of related items.
   7. For each submittal for review, allow fifteen (15) days excluding delivery time to and from the Contractor.
   8. Identify variations from Contract Documents and Product or System limitations that may be detrimental to successful performance of the completed Work.
   9. When revised for resubmission, identify all changes made since previous submission.
   10. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
   11. Submittals not requested, or incomplete, will not be recognized or processed.

B. Proposed Product List:

1. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Product Data: Submit to for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
   1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
   2. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
   3. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01 70 00.

D. Shop Drawings: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
   2. Do not reproduce the Contract Documents to create shop drawings.
   3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
   4. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
   5. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01 70 00.

E. Samples: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
   1. Samples For Selection as Specified in Product Sections:
      a. Submit to Architect for aesthetic, color, or finish selection.
      b. Submit samples of finishes from full range of manufacturers' standard colors, in custom colors selected, textures, and patterns for Architect's selection.
   2. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   3. Include identification on each sample, with full Project information.
   4. Submit number of samples specified in individual specification sections; Architect will retain one sample.
   5. Reviewed samples which may be used in the Work are indicated in individual specification sections.
   6. Samples will not be used for testing purposes unless specifically stated in specification section.
   7. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01 70 00.

F. Design Data
   1. Submit for Architect's knowledge as contract administrator or for Owner.
   2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

G. Test Reports
   1. Submit for Architect's knowledge as contract administrator or for Owner.
   2. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

H. Certificates
   1. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified for Product Data.
   2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

I. Manufacturer's Instructions
1. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

J. Manufacturer's Field Reports
1. Submit reports for Architect's benefit as contract administrator or for Owner.
2. Submit report in duplicate within 30 days of observation for information.
3. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

K. Erection Drawings
1. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

3.8 ELECTRONIC SUBMITTAL PROCEDURES - NEWFORMA

A. Using the PDF cover sheet provided by the Architect, fill out the information required for the submittal. Each submittal must be provided with the submittal cover sheet.

B. Combine PDF cover sheet with product submittal. Cover sheets are to precede the product submittal information.

C. If shop drawings are over 11" x 17" in size, hard copies are to be provided.

D. Electronic submittals shall be up-loaded to the Project Team through Newforma Info Exchange. Directions to access Newforma will be provided by the Architect.

E. Notification will be automatically be generated by Newforma to the Project Team when a new submittal has been created.

3.9 ARCHITECT'S/ENGINEER'S SUBMITTAL ACTION

A. Except for submittals for the record or information, where action and return is required, the Architect or his consultant will review each submittal, mark to indicate action taken, and return.
1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
1. Final Unrestricted Release: When the Architect marks a submittal "Reviewed" the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
2. Final-But-Restricted Release: When the Architect marks a submittal "Reviewed as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
3. Returned for Re-submittal: When the Architect marks a submittal " Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
a. Do not use, or allow others to use, submittals marked " Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.

4. Rejected: When the Architect marks a submittal “Rejected,” do not proceed with any Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal conforming to the product characteristics specified by the contract documents; resubmit without delay. Repeat if necessary to obtain different action mark.
5. Submit Specified Item: When submittal is marked “Submit Specified Item”, the Contractor shall immediately resubmit the specified item.

C. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned marked “Action Not Required”.

END OF SECTION

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SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, bar chart type.

1.2 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Work sequence.

1.3 SUBMITTALS

A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule .

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Submit updated schedule with each Application for Payment.

D. Submit under transmittal letter form specified in Section 01 30 00 - Administrative Requirements.

1.4 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

B. Scale and Spacing: To allow for notations and revisions.

PART 2 SCHEDULE

2.1 GENERAL

A. A copy of the Owner's calendar is attached for Contractor's reference.

B. Schedule of Completion: All work of this project shall be substantially completed by the date indicated on the milestone/ phasing schedule, unless noted otherwise.

C. All schedules and calendars shall be used as tools in developing the project schedule.

D. Upon Notice to Proceed the overall Project CPM Schedule will be prepared by the **General Trades Contractor** as outlined in this section.

E. Start and end dates must be met.

PART 3 EXECUTION

3.1 GENERAL

A. The CPM Schedule network plan including any appropriate milestone dates and the computer produced reports shall be part of the Owner/Contractor agreement as stipulated herein.

B. All Prime Contractors shall provide all information required by the Construction Manager to the General Contractor for development of a network plan and schedule for this in accordance with the requirements of this section of the General Requirements.

C. The purpose of the plan and schedule will be to assure adequate planning, coordination and execution of the work of the various Prime Contractors, and to assist the Construction Manager in monitoring the progress of the work and evaluating proposed changes to the contract and schedule.

D. The project management tool commonly called the Critical Path Method (CPM) will be employed for the planning, scheduling and report of all work to be performed under the contract. The precedence diagramming method shall be utilized in preparing the CPM Schedule network diagrams.

E. There are other contracts and work which will run concurrently with this Contract, and may run subsequently to the work of this Contract. The project network diagram and schedule will reflect the major interfaces between the work of this Contract and the concurrent and succeeding work of the other contracts.

F. The Construction Manager may modify the network diagram to provide interface points for other contracts for this Project.

G. Activity time delays shall not automatically mean that an extension of the Contract Completion Date is warranted or due the Contractor. A Contract Modification or delay may not affect existing critical activities or cause noncritical activities to be become critical. A Contract Modification or delay may resulted in only absorbing part of the available total float that may exist within an activity chain on the Network, thereby not causing any effect of any interim milestone date or the Contract Completion Date.

H. Total float is defined as the amount of time between the early start date and late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float is for the exclusive use or benefit of the Owner. Extensions of time to milestone dates for the Contract Completion Date under the Contract will be granted only to the extent that is equitable time adjustments to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.

3.2 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

B. To the extent necessary for the General Trades Contractor to reflect in a computerized CPM Schedule network diagram each Prime Contractor’s proposed plan for completion of their work, all Prime Contractors shall be prepared to meet with and assist the General Contractor, and furnish information subsequent to award of the contract.

C. Within (3) calendar days following the Contract Issuance, the Construction Manager will meet with the Prime Contractors and conduct a review of the Prebid Milestone/phasing to assure their understanding of said project schedule requirements and contractual milestone dates.

D. Within four (4) calendar days after the meeting to review the Milestone/Phasing Schedule, all Prime Contractors will provide their proposed plans of operation to the General Contractor. The Contractor’s plan of operations shall consist of, but not limited to, the following:
   1. List of proposed Construction Activities.
   2. List of proposed Durations of Construction Activities (in workdays).
   3. List of Dependency Relationships of Construction Activities.
   4. List of proposed Durations for major procurement items (in workdays).
   5. Proposed Sequencing of Construction Activities.

E. The Construction Manager, the General Trades Contractor and each Prime Contractor will meet and jointly review the CPM project schedule, based on the General Contractor's proposed plan and sequences of operation. Any areas of such plans which, in the opinion of the Construction Manager, will conflict with timely completion of the project will be subject to revision by the General Contractor unless adequate justification for these plans, durations and logic (as determined by Construction Manager) is provided by the Prime Contractor within (10) calendar days of the Construction Manager's notice to the Prime Contractor of the Construction Manager's intent to revise the schedule. At these meetings, the General Contractor and the Prime Contractors, with the aid of the Construction Manager, will manually construct a precedence diagram describing the activities to be accomplished, their dependency relationships and their durations. The General Contractor will then, using the manual precedence diagram, prepare a computer produced schedule showing starting and completion dates for each activity.

F. In preparing the manual precedence diagram, each Prime Contractor will be responsible for assuring that any/all subcontractor work, as well as their own work, is included and that the diagram shows a coordinated plan of work.

G. The manually prepared precedence diagram, when fully developed, will show the sequence and interdependence of activities required for complete performance of all the work under all of the Prime Contracts. In developing the precedence diagram, the work will be divided into activities with a maximum duration of twenty (20) working days each, unless otherwise directed by the Construction Manager, except for non-construction activities such as procurement of materials, delivery of equipment, and concrete curing.

H. Proposed durations assigned to each activity shall reflect each Prime Contractor's best estimate of time required to complete activity considering the scope and resources planned for activity.

I. Failure by the General Contractor, and of the Prime Contractors or Construction Manager to include the element of work required for performance of the contract shall not excuse the Prime Contractors from completing all their work within the Contract Completion Date. If the Construction Manager questions any of the Prime Contractor's proposed durations, the Prime Contractor shall within ten (10) calendar days provide estimates of their labor and intended crew and/or equipment sizes required for the activity which support the proposed duration to the satisfaction of the Construction Manager.

J. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all contract work within the allotted contract time milestone completion dates.

3.3 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification section number.

C. Identify work of separate stages and other logically grouped activities.

D. Provide sub-schedules to define critical portions of the entire schedule.

E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.

G. Provide legend for symbols and abbreviations used.

3.4 BAR CHARTS

A. Include a separate bar for each major portion of Work or operation.

B. Identify the first work day of each week.

3.5 REVIEW AND EVALUATION OF SCHEDULE

A. Within seven (7) calendar days after receipt of the computer produced CPM Schedule and reports provided by the General Contractor, each Prime Contractor shall meet with the Construction Manager, if required, for joint review, correction, or adjustment of the proposed plan and schedule; After these joint meetings, the computer produced CPM Schedule and report will be revised in accordance with agreements reached during the joint reviews. Final review and acceptance by the Owner will take place after all Prime Contractors have approved the revised CPM Schedule.

B. Upon establishment of an agreed upon schedule, each Prime Contractor will sign the CPM Schedule network drawings and computer produced reports, which will then indicate the acceptance and approval of the project schedule, sequence of activities and times for completion. Acceptance of the approved project schedule by all Prime Contractors and the Construction Manager will be a condition precedent to the making of any partial payments under the Contract.

C. Participate in joint review and evaluation of schedule with Architect at each submittal.

D. Evaluate project status to determine work behind schedule and work ahead of schedule.

E. After review, revise as necessary as result of review, and resubmit within 10 days.

3.6 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Annotate diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit reports required to support recommended changes.

G. The Approved Project Schedule will be updated by the General Contractor and reviewed by the Construction Manager on a monthly basis for the purpose of recording and monitoring the progress of work. The Prime Contractors shall meet with the Construction Manager each month to review actual progress made to date, dates of activities started and completed, and the percentage of work completed to date on each activity started but not completed.

H. Upon completion of the joint reviews, the General Contractor will revise the network to reflect progress to date plus any approved revisions to the network, and carry out a computer calculation to determine status which will be provided to each Prime Contractor.

I. Based on the result of the monthly progress update, when the schedule no longer represents the actual prosecution and progress of the work, a revision to the schedule logic sequence and the precedence diagram may be required by the Construction Manager or requested by the Prime Contractors.

J. A Prime Contractor may also request revisions to the logic sequence and precedence diagram in the event their planning for the project is revised. If a Prime Contractor desires to make changes in the Approved Project Schedule to reflect revisions in their method of operating and scheduling, they shall notify the Construction Manager in writing stating the reasons for the proposed revision.

K. If a revision to the schedule logic sequence is contemplated, a Prime Contractor or the Construction Manager shall so advise the other in writing at least two (2) weeks prior to the next Schedule Update meeting, describing the revision and setting forth the reasons therefore.

L. All reasonable requests by the Prime Contractors for revisions will be implemented by the Construction Manager if not reasonably objected to by any of the other Prime Contractors.

M. Construction Manager directed revisions to the schedule will not be implemented without written notice to the Prime Contractors, who shall respond within ten (10) days, either agreeing with the Construction Manager's proposed revision or setting forth justification why it should not be accomplished. If the Prime Contractor's justification for not accomplishing the change is reasonable, such change will not be implemented.

N. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule; in case of disagreements concerning actual progress to date, the Construction Manager's determination shall govern.

O. If a Prime Contractor does not record any exceptions to the published Project Schedule update within ten (10) calendar days of its receipt, they will be deemed to have accepted and approved it.

3.7 RESPONSIBILITY FOR COMPLETION

A. Each Prime Contractor shall furnish sufficient forces, plant and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the current monthly update of the Project Schedule. If, in the opinion of the Construction Manager, a Prime Contractor falls behind in meeting the schedule as presented in the current monthly update, the Contractor shall take such steps as may be necessary to improve their progress, and the Construction Manager may require them to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the Owner or Construction Manager. All additional expenses incurred by the Owner, Construction Manager and Architect/Engineer due to such work will be deducted from the amount due the Prime Contractor. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays and holidays if the Prime Contractor so elects and if approved by the Construction Manager.

B. Failure of a Prime Contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the Prime Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the Prime Contractor's right to proceed with the work or any separable part thereof, in accordance with the provisions of the General Conditions, or may take such other actions as may be deemed appropriate.

C. It shall be the responsibility of all Prime Contractors to maintain their progress so as not to delay the progress of the project or the progress of other Prime Contractors. If a Prime Contractor delays the progress of the projected or the progress of other Prime Contractors, it shall be the responsibility of Prime Contractor causing the delay to increase the number of shifts, days of work, and/or to the extent permitted by law, to institute or increase overtime operations all without additional cost to the Owner to regain the time lost and to maintain the over schedule. Each Prime Contractor is required by virtue of this Contract to cooperate in every way possible with all other Prime Contractors in order to maintain the scheduled completion date. No additional compensation will be considered for such cooperation.

3.8 DISTRIBUTION OF SCHEDULE

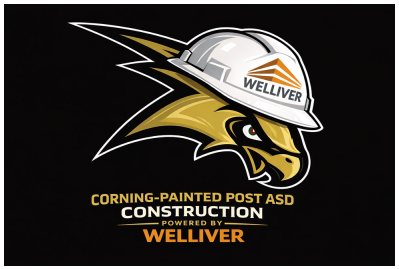
A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

3.9 ATTACHMENTS

A. Milestone Schedule.

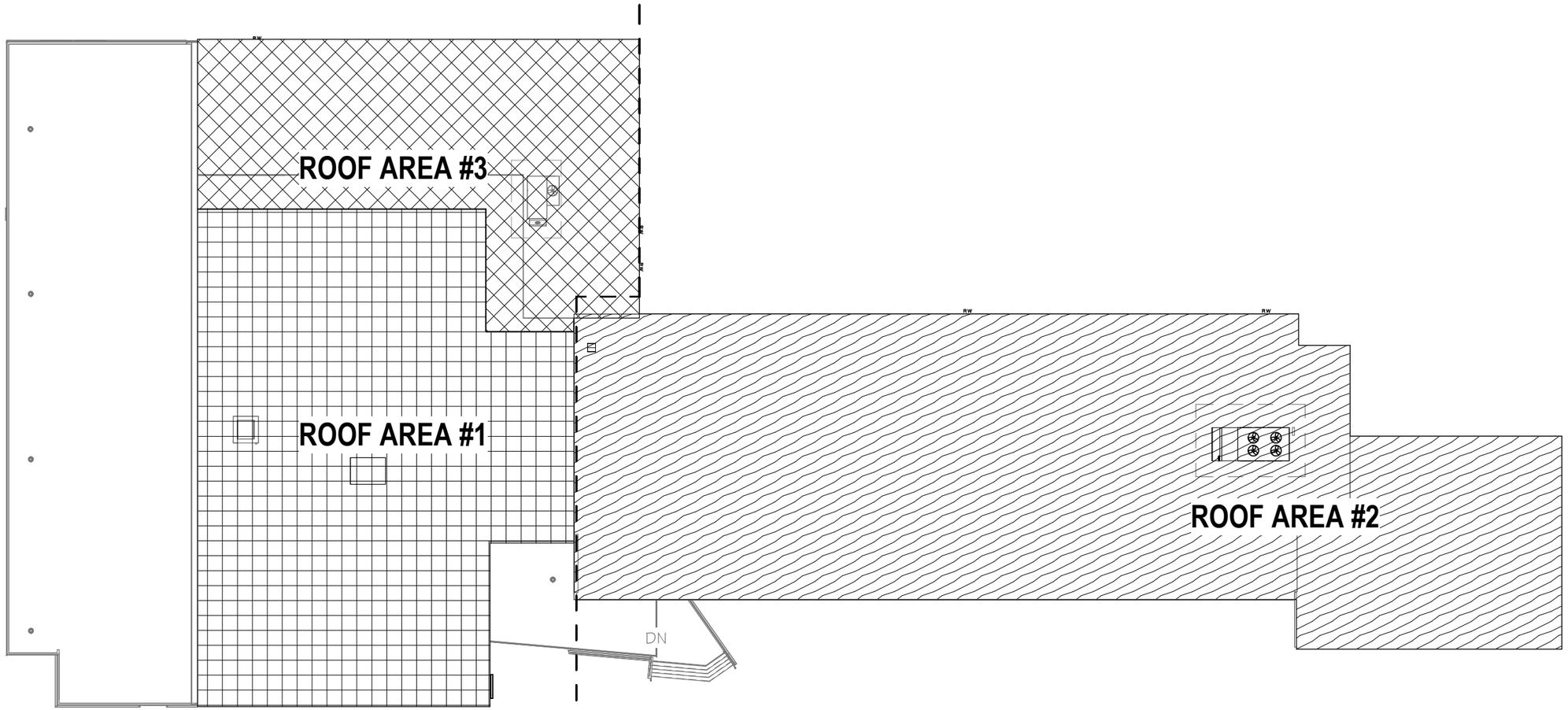
END OF SECTION



Activity ID	Activity Name	Scheduled Start	Scheduled Finish	Notes
	Corning-Painted Post ASD - 2025 Severn Elementary Alterations Project	**05-Apr-27**	**18-Dec-27**	
A1	Notice of Award	17-Dec-26	17-Dec-26	
	Construction Phase	**05-Apr-27**	**01-Nov-27**	
1	Mobilization	05-Apr-27	09-Apr-27	
2	Roof Area #1	05-Apr-27	30-Apr-27	
3	Roof Area #2	04-May-27	28-May-27	
4	Roof Area #3	17-May-27	25-Jun-27	
5	Library Renovation	28-Jun-27	29-Oct-27	
6	Misc. Interior Construction	28-Jun-27	27-Aug-27	
7	Site & Exterior Work	28-Jun-27	27-Aug-27	
8	Building Occupied	30-Aug-27	30-Aug-27	
9	General Punchlist	23-Aug-27	27-Aug-27	
10	Library Punchlist	25-Oct-27	29-Oct-27	
11	Library Owner Occupancy	01-Nov-27	01-Nov-27	
12	**Substantial Completion**	**01-Nov-27**	**01-Nov-27**	
	Closeout Phase	**01-Dec-27**	**18-Dec-27**	
12.1	Submit Notice of Substantial Completion Letter	01-Dec-27	01-Dec-27	
12.2	Prepare & Submit As-Built Drawings	30-Nov-27	11-Dec-27	
12.3	Prepare & Submit Final Payment Application & Lien Releases	13-Dec-27	18-Dec-27	
13	**Project Completion**	**18-Dec-27**	**18-Dec-27**	

General Phasing Requirements:

1. The school will remain occupied during the spring roofing phase and after the start of school in September.
2. Library demolition and renovation shall not begin before the summer construction period.
3. Major exterior work affecting school access, circulation, utilities or student safety shall be performed during summer recess.
4. Maintain required exits, emergency access, life-safety systems and owner operations at all times.
5. Utility interruptions and disruptive work shall be coordinated with the Construction Manager and performed during unoccupied hours.
6. Contractors shall provide sufficient manpower, multiple crews, overtime, second-shift or weekend work as necessary to meet the milestones.
7. Milestone dates are contractual completion requirements and shall be incorporated into each Prime Contractor's detailed construction schedule.



1 **01 32 16 - CONSTRUCTION PROGRESS SCHEDULE APPENDIX - ROOF PLAN AREAS**
1" = 30'-0"

SECTION 01 33 29.07
PROHIBITED CONTENT INSTALLER CERTIFICATION

PROJECT NAME: 2025 WILLIAM E SEVERN ELEMENTARY ALTERATIONS PROJECT; NO.: 2649-162.

USE OF THIS FORM

1.1 BECAUSE INSTALLERS ARE ALLOWED AND DIRECTED TO CHOOSE ACCESSORY MATERIALS SUITABLE FOR THE APPLICABLE INSTALLATION, THERE IS A POSSIBILITY THAT SUCH ACCESSORY MATERIALS MIGHT CONTAIN VOC CONTENT IN EXCESS OF THAT PERMITTED, ESPECIALLY WHERE SUCH MATERIALS HAVE NOT BEEN EXPLICITLY SPECIFIED.

1.2 CONTRACTOR IS REQUIRED TO OBTAIN AND SUBMIT THIS FORM FROM EACH INSTALLER OF WORK ON THIS PROJECT.

1.3 FOR EACH PRODUCT CATEGORY LISTED, CIRCLE THE CORRECT WORDS IN BRACKETS: EITHER [HAS] OR [HAS NOT].

1.4 IF ANY OF THESE ACCESSORY MATERIALS HAS BEEN USED, ATTACH TO THIS FORM PRODUCT DATA AND SDS SHEET FOR EACH SUCH PRODUCT.

1.5 VOC CONTENT RESTRICTIONS ARE SPECIFIED IN SECTION 01 61 16.

PRODUCT CERTIFICATION

2.1 I CERTIFY THAT THE INSTALLATION WORK OF MY FIRM ON THIS PROJECT:

A. [HAS] [HAS NOT] required the use of ADHESIVES.

B. [HAS] [HAS NOT] required the use of JOINT SEALANTS.

C. [HAS] [HAS NOT] required the use of PAINTS OR COATINGS.

D. [HAS] [HAS NOT] required the use of COMPOSITE WOOD or AGRIFIBER PRODUCTS.

2.2 ___ LIST OF PRODUCTS OF THESE TYPES THAT WERE USED IS ATTACHED, WITH MANUFACTURER AND BRAND NAME.

2.3 ___ PRODUCT DATA AND SDS SHEETS FOR THESE PRODUCTS:

A. ___ Are attached.

B. ___ Were submitted as normal submittals.

C. ___ Were submitted as sustainable design submittals using the Material Content Form.

CERTIFIED BY: (INSTALLER/MANUFACTURER/SUPPLIER FIRM)

3.1 FIRM NAME: _____

3.2 PRINT NAME: _____

3.3 SIGNATURE: _____

3.4 TITLE: _____ (OFFICER OF COMPANY)

3.5 DATE: _____

END OF SECTION

SECTION 01 35 17
ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Requirements for protection of existing facilities.

B. Demolition and removals.

C. Cutting and Patching Requirements

D. Hazardous materials procedures.

1.2 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements.

B. Section 01 50 00 - Temporary Facilities and Controls.

C. Section 07 84 00 - Firestopping.

1.3 SUBMITTALS

A. Comply with requirements of Section 01 30 00 as modified below:
   1. Submit Samples of all materials used in patch to match work, specifically ceramic tile, quarry tile, terrazzo, grout, glazed block, ground face block, brick, faux finishes, fabrics, vct, carpet, stained finishes, and any other material deemed necessary by the Architect to ensure appropriate matching of existing finishes.
   2. Submit written explanation of “cutting and patching” procedures when construction means and methods deviate from standard industry practices. At a minimum provide the following:
      a. Describe extent of cutting and patching, and methods to be used.
      b. Products to be used.
      c. Utilities that will be affected.
      d. Details and Engineering calculations when structural members will be affected either by adding reinforcement or altering the structural member.

1.4 DEFINITIONS

A. "Cutting and Patching” – The process of “opening up”, or “exposing” new or existing construction to facilitate the coordination of work, the installation of new work, the testing or inspection of work or building components, and the subsequent “closing up” or “restoration” of affected area back to it’s original condition.
   1. Cutting: Physical modification of construction work, both new and existing, or removal of existing or installed materials necessary to permit installation or performance of other work, including but not limited to; cutting, drilling, core-drilling, chopping, excavating, saw-cutting, trenching, backfill and compaction and other similar operations.
   2. Patching: Restoration, replacement and installation of construction material, new and existing, required to restore surfaces to original conditions and maintain fire rated assemblies after installation of other work.

1.5 PROTECTION OF EXISTING FACILITIES

A. Responsibilities of Each Prime Contractor

1. Provide and maintain protective measures required to prevent damage to existing facilities and to protect workmen and public, including protective construction required by applicable state and municipal laws, OSHA regulations, Contract Documents, site conditions, and as considered normal for operations involved in the work.
    a. Construct protective measures of types and materials that provide required protection continuously.
    b. Remove protective measure only when need for protection no longer exists.
    c. Provide additional protection as directed by Architect/Engineer.
2. Roof Protection: During operations on existing or newly-constructed roofs, provide protection for roof in work area in adjacent roof areas.
    a. Where construction operations on roof require removal of existing roofing system, apply roof protection to roof areas adjacent to work area and to approved access routes to work area.
    b. Where construction operations on roof do not required removal of existing roofing system, apply roof protection to all roof areas in work area and to approved access routes to work area.
    c. Limit traffic on roof to protected areas.
    d. Strictly comply with roof protection recommendations of agency, or agencies, holding bond, guarantee, or warranty in force for existing roof; however, if such recommendations are not available, provide minimum protection as follows:
        1) Minimum 1 layer of 1/2 inch exterior grade plywood laid over existing roof with 1 layer of 1/8 inch asphalt saturated protection board on top of plywood.
        2) On loose-laid elastic sheet roofing systems with stone ballast, remove existing ballast from area to receive protection, and apply minimum 6 mil. thick polyethylene sheeting over exposed membrane before laying plywood, unless otherwise recommended by roofing system manufacturer.
    e. Where roofing is cut to permit new construction, provide temporary roofing, temporary curbs, temporary coverings, and similar measures to prevent entrance of water. Refer to Section 01 50 00 - Temporary Facilities and Controls. Remove minimum amount of existing roofing and insulation required to accomplish new construction.

B. Damage to Existing Construction
1. Each Prime Contractor shall be responsible for damage to existing and newly installed construction caused by his, or his subcontractor's personnel and he shall repair, replace, or restore damaged construction immediately without additional cost to Owner.
    a. If Prime Contractor fails to immediately make efforts to repair, replace, or restore damaged construction, Owner may, after due notice, accomplish required repair, restoration, or replacement in accordance with provisions in General Conditions.
    b. Reimburse any other Prime Contractor for additional cost resulting from failures described above.
    c. The Owner will make no additional payment to the Contractor for additional work resulting from failures described above.
    d. When damage to existing facilities occur and Contractors do not admit to damage the Architect/Engineer will research to find responsible party. If party cannot be determined all trades will share the cost of appropriate repairs to return the damaged area to original condition.
2. Provide work required to repair, reconstruct, or replace existing construction due to failure of protective measures provided or due to failure of Prime Contractor to provide adequate protective measures.
    a. Coordinate all repair, replacement, or restoration activities through the Architect/Engineer.
    b. Patch damaged surfaces and refinish to match existing surfaces as required or as directed by Architect/Engineer.

1.6 DEMOLITION AND REMOVALS

A. Responsibility for Demolition and Removals
1. Each Prime Contractor shall provide cutting and patching of existing surfaces disturbed by the work of their contract unless noted to be provided by another contract.

2. Each Prime Contractor shall make provisions for removal, demolition, or disconnection of existing construction, equipment, and similar items as required for completion of his contract as shown in the Contract Documents, or encountered during the Project.
    a. Coordinate requirements for removal, disconnection, or demolition with other Prime Contractors.
    b. Remove all related items not shown or specified as required to complete removals shown on Drawings, including but not limited to insulation, hangers, supporting construction, and similar items. Consult Architect for instructions when such removals involve removal or cutting of structural components.
3. Equipment removal:
    a. Owner shall remove furniture and small loose equipment, unless otherwise specified. Review removals with Owner prior to beginning demolition and removals.
    b. Prime Contractor requiring work shall remove, relocate, and reinstall existing equipment, built-in cabinets, casework, and similar items, including disconnection and capping of utility connections at existing location unless noted to be provided by others.
        1) Connection of utilities at new locations shall be by trade that would normally have installed the item.
        2) Comply with requirements for "Disposal of Removed Materials" below for equipment designated to be turned over to Owner.
    c. All existing fixtures and equipment, regardless of their nature, scheduled for removal and reinstallation in current or new location, shall be thoroughly cleaned to the condition expected in a normal, commercial building cleaning and maintenance program, including incidental construction dust during storage, immediately prior to reinstallation. Such reinstalled fixtures and equipment shall further be subject to Final Cleaning Procedures outlined in other specification sections, prior to Substantial Completion.

B. Verification of Conditions: Each Prime Contractor shall be responsible for visiting the site and building, studying the Drawings, making his own determination as to items and quantities of demolition and removal required, and including required demolition and removals in his bid.
1. Additional payment will not be made on claims resulting from incomplete estimate of demolition or removals by Prime Contractor.
2. Any definition of scope of demolition and removals within Contract Documents is intended to establish general limits and responsibilities for demolition and removal work.
    a. Where details in Construction Documents indicate a typical situation requiring demolition or removals, consider such situation to apply to similar conditions throughout and make required demolition or removals.
    b. Verify exact locations of existing piping shown on Drawings.
    c. Check load bearing function of walls and partitions before starting removal.

C. Concealed Conditions
1. Where structural items, piping, conduit, or other items are exposed during demolition whose function is unknown, notify Architect and await instructions before proceeding with removal.
2. Where exact locations of existing piping differs from locations shown on drawings, modify indicated connections, relocations, and deletions as required by project conditions, including necessary extensions with new piping to nearest approved point of connection.

D. Safety: Carefully perform demolition and removals in such manner to insure safety in handling and to prevent damage to construction and materials indicated to remain.
1. Provide shoring, bracing, and other temporary measures as required to maintain safe conditions, including structural safety of building.
2. Provide rigging, hoists, cutting equipment, and similar items required for demolition and removals.

E. Removal of existing ceilings: where existing ceiling finish is scheduled for removal, include existing suspension system in suspended ceiling systems, existing gypsum backer boards in adhesive-applied acoustical tile installation, and other ceiling system components as applicable.

F. Disposal of removed materials

1. Materials, fixtures, and equipment requested by Owner while still in place, or before removal from site, shall be left on site in location designated by Owner. Itemize in memorandum of transmittal, and obtain receipt from Owner for all such items.
2. Carefully remove and store in protected locked location items noted in contract documents and items designated to be turned over to Owner until they can be relocated and reinstalled.
   a. Where storage in protected, locked location is not possible, provide proper protection against weather and damage by suitable temporary enclosures.
   b. Items damaged or lost during removal or storage shall be replaced in kind and quantity, at expense of responsible prime contractor.
3. Materials, fixtures, and equipment not designated to be reinstalled, relocated, or turned over to Owner and all waste materials and debris shall be promptly removed to dumpsters and legally disposed of.
   a. Materials or fixtures suitable for re-use may be used in temporary structured or partitions only.
   b. No removed materials, fixtures, or equipment items shall be reused in permanent structure, unless specified in contract documents.

1.7 CUTTING AND PATCHING

A. Unless otherwise noted, each Contractor shall be responsible for all cutting and patching, required in conjunction with the work of their contract and to:
   1. Be familiar with all the Contract Documents, including other trades, to determine the extent of the cutting and patching requirements to be performed.
   2. Ensure all components fit properly.
   3. Remove out of sequence work installed prematurely.
   4. Remove and correct defective work and work not conforming to requirements of Contract Documents.

B. Coordination:
   1. Coordinate the installation of work with the work of other Contractors to minimize cutting and patching.

C. In addition to contract requirements, upon written instructions of the Architect:
   1. All new work must be inspected prior to enclosing. If inspection has not been conducted, Contractor shall uncover newly installed work to provide for Architect's observation.

D. All Contractors shall bear the responsibility not to cut or otherwise alter the Owner’s property or any separate Contractors’ work except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor, consent to cutting or otherwise altering the work.

E. Provide equipment, labor, materials, and incidentals necessary for cutting and patching as required for the installation of new work.

F. Prior to Cutting:
   1. Provide shoring, bracing and support as required to maintain structural integrity of project. Contractor shall pay all cost of engineering associated with design of shoring system.
   2. Provide protection for materials on adjacent surfaces.
   3. Provide protection when work will be exposed to the elements.
   4. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the project that might be exposed during cutting and patching operation. Each Prime Contractor is responsible to cover and protect furniture, equipment, etc. not being used in rooms where furniture and equipment will remain during Contractors working hours.

G. Take all precautions necessary to avoid cutting existing pipe, conduit, or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

H. Cut back around removals to point where removal can be concealed with construction matching existing adjacent surfaces.

I. Trim edges of cuts neatly and properly where cuts are to be left exposed or where replacement work is to be installed.

J. Cap, plug, or otherwise seal disconnected items, openings, or devices.

K. Each prime contractor is responsible for all expenses related to “cutting and patching” procedures required to complete the work of their contract.

L. Do not cut and patch structural elements in a manner that would change their load bearing capacity or load - deflection ratio without first receiving approval from the Architect.
   1. Specific items include:
      a. Foundation construction.
      b. Bearing and retaining walls.
      c. Structural concrete.
      d. Structural steel.
      e. Lintels.
      f. Timber and primary wood framing.
      g. Structural decking.
      h. Stair systems.
      i. Miscellaneous structural metals.
      j. Exterior curtain-wall construction.
      k. Equipment supports.
      l. Piping, ductwork, vessels, and equipment.
      m. Structural systems of special construction.

M. Do not cut and patch operating elements or related components that would result in reducing their capacity to perform as intended or increase maintenance or decrease operational life or safety.
   1. Specific items include:
      a. Primary operational systems and equipment.
      b. Air or smoke barriers.
      c. Water, moisture, or vapor barriers.
      d. Membranes and flashings.
      e. Fire protection systems.
      f. Noise and vibration control elements and systems.
      g. Control systems.
      h. Communication systems.
      i. Conveying systems.
      j. Electrical wiring systems.

N. Do not cut and patch construction that would, in the Architect's opinion reduce the buildings aesthetic qualities.

O. Unless otherwise specified, provide patching materials to match adjacent materials in type, construction, installation, and detailing.
   1. Plaster: do not use plaster patching compounds containing asbestos.
   2. Ceramic tile/structural glazed tile: match existing color and pattern of existing tile units.
   3. Resilient floor tile: match thickness, color, and composition of existing tile units.

P. Provide cutting and patching operations to ensure new work is flush with existing adjacent surfaces and terminations.

Q. When finished surfaces are cut so that smooth transition with new work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.

R. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect for review.

S. Prepare substrates to receive new finish as required for proper application of new finish in accordance with new finish manufacturer's recommendations for existing conditions, including patching holes, leveling uneven surfaces, and similar work. Remove existing finishes where new wall, floor, or ceiling finishes are indicated.

T. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective work and work not conforming to requirements of Contract Documents.
   4. Provide equipment, labor, materials and incidentals necessary for cutting and patching as required for the installation of new work.
   5. Remove samples of installed Work for testing.
   6. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

U. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

1.8 EXECUTION

A. Plaster - patch existing plaster surfaces as follows:
   1. Missing plaster or plaster damaged to extent removal is required:
      a. Areas 20 sq. in. or less: apply plaster directly to substrate.
      b. Areas more than 20 sq. in.: use metal lath and plaster system over substrate.
   2. Cracked plaster not requiring removal: clean / remove any loose plaster, apply new plaster directly over crack with fiber mesh tape. Complete finish to extend a minimum 6 inches on both sides of crack and minimum 6 inches beyond both ends of crack. match existing texture.

B. Ceramic tile: match patterns and installation methods of existing tile.

C. Ceilings: review revised ceiling patterns with Architect in field prior to removal of existing ceiling.

D. Resilient flooring: clean mastic, dirt, and similar contaminants from substrate after removal of existing resilient flooring, and prepare substrate in accordance with recommendations of new flooring manufacturer.
   1. Where patching of existing resilient flooring constitutes more than 50 percent of existing floor surface in room, replace entire floor.

E. Hard surface floor: remove hard surfaces to required depth for installation of new finish materials, and prepare substrate as recommended by new finish material manufacturer, including acid etch or similar method.

F. Painting
   1. Where alteration work involves 1 or 2 walls in room or area, paint entire surface of only the walls involved in alteration.
   2. Where alteration work involves more than 2 walls in room or area, paint all walls in room or area, unless otherwise indicated.

1.9 QUALITY ASSURANCE

A. General: Structural and other conditions shall be verified with the Architect before proceeding with cutting, demolition and alterations work. Inspect structures prior to start of Work and notify the Architect in writing of any conditions detrimental to the execution of the Work.

B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

C. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

E. Costs caused by out of sequence work prematurely installed, defective work, or work not conforming to the Contract Documents, including costs for additional services of the Architect, will be paid for by the party responsible for out of sequence, rejected or non-conforming work.

F. Miscellaneous Elements: Do not cut and patch the following 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.
2. Membrane and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise and vibration-control elements and systems.

G. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

H. Cut masonry and concrete materials using masonry saw or core drill.

I. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

J. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

K. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00 - Firestopping, to full thickness of penetrated element.

1.10 HAZARDOUS MATERIALS PROCEDURES

A. Hazardous materials: Each prime contractor is advised that if materials suspected to be lead, pcb, or to contain asbestos are encountered during construction, they shall immediately notify Owner and take precautions as required to avoid disturbing materials until directed by Owner.

PART 2 PRODUCTS

2.1 NOT USED.

PART 3 EXECUTION

3.1 PERFORMANCE

A. Remove and store in protected location, material, which is to be reused and relocated.

B. Cutting shall be done in a manner that will not adversely affect the strength of the building. Holes and openings shall be neatly cut so as to provide a finished appearance and shall be patched around the edge where required for a finished appearance.

C. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.

D. Restore work, which has been cut or removed. Provide new products to complete work in accordance with requirements of Contract Documents.

E. Refinish entire surfaces as necessary to provide an even finish:
   1. Continuous Surfaces: to nearest intersections.
   2. Assembly: entire refinishing.

F. Fill and patch openings and holes in existing construction when bolts, piping, ducts, conduit and other penetrating items are removed.

G. Visual requirements: Do no cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

H. Fire resistive integrity: Where holes or gaps remain from removed elements, fill void using solid fire resistive materials full depth of structure; terminate below finishes to allow new finish to be installed (see patching). Maintain the fire resistive and structural integrity of the structures.

I. Firestopping: All products used for through-penetration firestop systems shall be tested and meet all federal, state, and local codes.

J. Cutting: Cut existing construction use methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
   1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. To avoid marring existing surfaces, cut or drill from the exposed or finished side into concealed surfaces.
   3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.

K. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
   1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
   2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
   3. Where removal of walls or partitions extends from one finished are to another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new.
   4. Patching around piping and penetrations: Provide firestopping at perimeter of penetrations for smoke-tight seal to maintain integrity of fire resistive and smoke barrier qualities.
   5. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat.
      a. If two walls or more of a room are patched and painted, prepare and repaint the entire room - all wall surfaces.

L. Patch, repair, or rehang existing ceiling as necessary to provide an even plane surface of uniform appearance.

3.2 CLEANING

A. Daily cleaning of alteration areas of the building shall be the responsibility of each Contractor.

B. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely, paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

C. Dust generated by cutting and patching shall be controlled in a manner so as to prevent infiltration into occupied spaces. Contractor(s) responsible for dust infiltrating the existing duct systems shall bear the cost of cleaning these systems.

D. Demolished Materials shall be removed from the project site at frequent intervals. Piles of demolished materials will not be allowed to accumulate.

END OF SECTION

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SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. References and standards.

B. Testing and inspection agencies and services.

C. Control of installation.

D. Mock-ups.

E. Tolerances.

F. Manufacturers' field services.

G. Defect Assessment.

1.2 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.3 REFERENCE STANDARDS

A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).

B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2025a.

C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.

D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.

E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025a.

F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.

G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.

H. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

1.4 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

G. Definitions:
1. General: Basic contract definitions are included in the Conditions of the Contract.
2. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.
3. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
4. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
5. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
6. "Furnish": The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
7. "Install": The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
8. Product: The term “product” refers to materials, systems and equipment.
9. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
10. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
a.

The term "experienced," when used with the term "installer," means having a minimum of 5 previous projects similar in size and scope to this project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.

b. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trade persons of the corresponding generic name.

c. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.

1) This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

11. “Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
12. "Replace": Used herein as a term contraction and unless specifically noted means "remove existing and provide new".
13. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

H. Specification Format and Content Explanation:
1. Specification Format: These Specifications are organized into Divisions and Sections based on the CSI-04 -Division format and Master Format numbering system.
2. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
    a. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text and may include “prescriptive”, “open generic-descriptive”, “compliance with standards”, “performance”, “proprietary” or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
    b. Abbreviated Language: Language used in Specifications and other Contract Documents are abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
    c. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
        1) The words "shall be" are implied where a colon (:) is used within a sentence or phrase.
    d. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
    e. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with the minimum (within specified tolerances), or may exceed that minimum (within reasonable limits). In complying with these requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect for decisions before proceeding.
    f. Specialists, Assignments: In certain instances, specification of text (requires or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the contractor has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party of entity involved in a specific unit of work is recognized as “expert” for the indicated construction process or operation. Nevertheless, the final responsibility for fulfillment of the entire set of requirements remains with the Contractor.
3. Conflict: If there be conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict on the drawings between larger and small scale details and plans, the larger scale plans and details shall control.

I. Industry Standards:
   1. Applicability of Standards: Except where 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.
   2. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
   3. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
      a. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

1.5 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Owner will employ and pay for services of an independent inspection agency and testing associated with such special inspections where required by Code.

B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing and inspection.

C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

D. Contractor Employed Agency:
   1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
   2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
   3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
   4. Laboratory: Authorized to operate in the State of New York.
   5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect 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. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.

B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.

C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.

D. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

E. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

F. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.

G. Architect will use accepted mock-ups as a comparison standard for the remaining Work.

H. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, 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, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect 15 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.

3.5 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

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SECTION 01 41 13
CODES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Building Code Standards

1.2 RELATED REQUIREMENTS

A. Section 01 40 00 - Quality Requirements: References and Standards.

1.3 SUMMARY OF BUILDING CODE STANDARDS

A. The design of this project conforms to all applicable provisions of, and Work shall be performed in accordance with the following:
   1. The New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), comprised of the following Titles; including, but not limited to:
      a. 2025 Building Code Of New York State (BCNYS).
      b. 2025 Existing Building Code of New York State (EBCNYS).
      c. 2025 Fire Code of New York State (FCNYS).
      d. 2025 Fuel Gas Code of New York State (FGCNYS).
      e. 2025 Mechanical Code of New York State (MCNYS).
      f. 2025 Plumbing Code of New York State (PCNYS).
      g. NFPA 70 - National Electric Code: Latest edition adopted by Authority Having Jurisdiction.
   2. The 2025 Energy Conservation Construction Code of New York State (ECCCNYS).
   3. The New York State Education Department (NYSED) Manual of Planning Standards:
      a. Most recent edition adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

B. Where any reference is made within the Contract Documents to "applicable code" regarding the Design, Product, or Work of this project, applicable code shall be the appropriate code, herein referenced, current at time of contract document issuance.

C. Should any reference be made to previously adopted codes, standards, or regulations contrary to the foregoing, the most current version adopted, at time of document issuance, shall govern.

D. In the event of conflicting provisions between two referenced codes, standards, or regulations, the more stringent shall prevail.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This Section specifies requirements for temporary construction, utilities, facilities, and controls required to support the successful construction of the Project and maintain services until the permanent utilities, facilities, and controls are complete. They shall be installed, maintained, and removed as required to meet project conditions and contract requirements.
   1. General
      a. Quality Assurance
      b. Project Conditions
      c. Installation
   2. Environmental
      a. Environmental Protection, NPDES, and PPC
      b. Excavation
      c. Storm Sewers
      d. Dewatering Facilities
   3. Materials & Equipment
      a. Deliveries
      b. Material Inventories
      c. Materials
      d. Equipment
   4. Utilities
      a. Use charges.
      b. Temporary electricity.
      c. Temporary cooling.
      d. Temporary telecommunications services.
   5. Facilities
      a. Temporary sanitary facilities.
   6. Construction Aids & Protection
      a. Protection
      b. Lifts and Hoists
   7. Temporary Controls: Barriers, enclosures, and fencing .
   8. Enclosures
      a. Barricades, Warning Signs, and Lights
      b. Site Enclosure Fence
   9. Security requirements.
   10. Vehicular Considerations.
      a. Access, Staging & Parking
      b. Traffic Regulations
   11. Waste removal and progress cleaning.
   12. Project identification.
   13. Field offices.
   14. Operation, Termination & Removal
   15. Protection of Property

1.2 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary.

1.3 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.

C. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.4 GENERAL

A. Quality Assurance
1. Regulations: Comply with industry standards and applicable laws and regulations of Authorities having jurisdiction, including but not limited to:
a. New York State Uniform Fire Prevention and Building Code.
b. Health and safety regulations.
c. Utility company regulations.
d. Police, Fire Department and Rescue Squad rules.
e. Environmental protection regulations.
2. Inspections: Arrange for Authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits. Submit copies to the Owner through the Construction Manager.

B. Project Conditions
1. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site. Remove, relocate and replace temporary facilities and controls as required by the progress of the Work, or as requested by the Construction Manager. The above will be done at no cost to the Owner.
2. No firearms, alcoholic beverages, tobacco products or controlled substances shall be allowed on the Project at any time per local, state and federal laws/regulations. Any violators will be immediately and permanently removed from the job site.

C. Installation
1. Use of qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
2. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

1.5 ENVIRONMENTAL

A. Environmental Protection, NPDES and PPC
1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, and Architect/Engineer, their employees and agents, from claims, losses, damage, and expenses including, but not limited to, attorney’s fees arising out of performance of the Work as it relates to any type of pollution related situations. This would apply to bodily injury, sickness, disease or death, or to damages or destruction or contamination of tangible property arising out of the acts or omission of the Contractor or the joint negligent acts of the Owner, Construction Manager, and Architect/Engineer, or anyone for whose acts the Contractor may be liable.
2. The General Trades Contractor, prior to construction, must comply with the National Pollution Discharge Elimination System (NPDES) and submit and coordinate State and Local Preparedness, Prevention and Contingency Plans (PPC) with the Construction Manager before the start of work.

3. Area must be provided and maintained by each Prime Contractor to provide protection for each individual worker, as well as the protection of property or real estate of the construction site and environment.
4. Each Contractor shall provide protection, operate temporary facilities, and conduct construction in ways and methods that comply with all environmental regulations, and minimize the possibility that air, water, and soil become contaminated or polluted as a result of work or storage of supplies and materials, or equipment usage.
5. Each Contractor will designate and train a responsible employee in environmental contamination procedures, including, but not limited to, emergency responses, material and waste inventories, spills and leak precautions and responses, inspections, housekeeping, security and external factors.
6. Open burning shall not be permitted.
7. The General Trades Contractor is responsible for dust control of the entire site as to eliminate the spread of dust to adjacent spaces within the building as well as to neighboring properties. A dust control plan shall be coordinated with the Construction Manager.
8. The General Trades Contractor is responsible for adhering to the SWPPP requirements shown on the contract documents for the entirety of the project.
    a. The General Trades Contractor shall employ methods required to comply with federal state and local Department of Environmental Protection requirements to control erosion from the Project site, including drainage control ditches, sediment basins, straw bale dikes, silt fencing and whatever procedure necessary to comply with requirements of the Department of Environmental Protection and any Authorities having jurisdiction.
    b. The General Trades Contractor shall maintain these controls throughout the duration of the Project.

B. Excavation
1. Material Protection: Any Contractor performing excavation shall protect all excavated materials from moisture, freezing and drying, so that the same materials excavated can be utilized for backfill.
2. Shoring: The General Trades Contractor shall provide shoring for all excavations that require same per OSHA standards. Shoring must be coordinated by Each Contractor with the General Trades Contractor.

C. Storm Sewers
1. If storm sewers are available; the General Trades Contractor shall provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available, or cannot be used, The General Trades Contractor shall provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used or discharge of effluent, provide containers to remove and dispose of effluent off site in lawful manner.
2. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
3. Comply with the soil erosion and sedimentation control plan and Authorities having jurisdiction.

D. Dewatering Facilities
1. For temporary drainage and dewatering facilities, and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable codes and Authorities having jurisdiction. Where feasible, utilize the same facilities. The General Trades Contractor shall be responsible to maintain the site, excavations and construction free of water, unless noted otherwise.
2. The General Trades Contractor shall be responsible to drain or pump water and remove debris from the site so as not to delay continuous work or progress of their work. This shall include operating pumps during second shift in order to facilitate next-day continuation of work.
3. The General Trades Contractor shall excavate in a manner that prevents all surface water from flowing into the building area. The General Trades Contractor shall continue to drain site and remove debris until designed grades are obtained.
4. Once building excavation grades are complete, The General Trades Contractor shall be responsible to remove all water and debris to install the building foundations.

5. Upon completion of building foundations, The General Trades Contractor shall be responsible to remove water and debris required to complete the work.
6. The Plumbing Contractor shall provide temporary storm water drainage from the building and The General Contractor shall control roof drainage from building and connect to storm water drainage system provided by plumber.

1.6 MATERIALS AND EQUIPMENT

A. Deliveries
1. Contractors shall coordinate delivery and storage on the jobsite of all significant materials.
a. Deliveries will not be permitted from forty-five (45) minutes before the start of the school day to fifteen (15) minutes after the start of the school day and from (15) minutes before the end of the school day to forty-five (45) minutes after the end of the school day unless written permission is obtained from the Owner through the Construction Manager.
2. All Contractors are required to properly instruct material suppliers and vendors to address deliveries to them specifically by named responsible party at the jobsite and require advance notice.
3. All deliveries addressed to the project in general, the Owner, Construction Manager, or Architect/Engineer shall be refused and returned to the shipper.
4. The Owner will not be responsible for receipt, handling, or loss of any materials which are shipped to the Owner in error and received unknowing of relationship to the Project.
5. Contractors shall provide their superintendent with a telephone to enable locating the superintendent on and off site.

B. Material Inventories
1. Contractors shall coordinate the delivery and storage on the jobsite of all significant materials.
2. Each Contractor shall be responsible for the proper location, security, and weather resistant storage as required of all materials. This includes placement of materials not to obstruct passage on site or within building structures or in any way which causes impediment or obstruction to the Work.
3. All material inventories must be stored by the Contractor to avoid excessive loads on building structure.
4. When required for the progress of the project, a Contractor shall remove or relocate material inventories.

C. Materials
1. General: Only new, undamaged materials in serviceable condition may be used. Provide materials suitable for the use intended.
2. Lumber and Plywood: Comply with requirements in Section 06 10 00 - Rough Carpentry.
3. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride fire retardant tarpaulins. Each Contractor shall provide tarpaulins as required for their work.
4. Water: Each Contractor shall provide potable drinking water for their workers approved by local health authorities.

D. Equipment
1. General: Only new equipment, or undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
2. Water Hoses: Each Contractor requiring water shall provide their own ¾” heavy-duty, abrasion-resistant, flexible rubber hoses, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at host discharge.
3. Electrical Power Cords: Each Contractor shall provide their own grounded extension cords (12 Gauge minimum); use “hard-service” cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. All power cords are to be elevated, supported and hung from structure above wherever possible to avoid trip hazards.

4. Electrical Welding Outlets: These will not be provided. Each Contractor will be responsible for their own welding power.
5. First Aid Supplies: Comply with governing regulations.
6. Fire Extinguishers: The General Contractor shall provide hand-carried, portable UL-rated, class "ABC" fire extinguishers for the entire construction area, as defined by OSHA Standards. In other locations, provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers. Comply with NFPA10 classification, extinguishing agent and size required by locations and class of fire exposure. Each Contractor shall provide fire extinguishers for their own use.

1.7 UTILITIES

A. Use Charges:
1. Cost of temporary facilities including use charges are to paid by the Contractor requiring or providing the temporary facility unless noted otherwise.
2. The Owner shall pay electrical consumption costs during construction for all usage except temporary heat.
3. The Owner shall pay natural gas consumption costs during construction for all usage.
4. The Owner shall pay water consumption costs during construction for all usage.
5. If the permanent HVAC system is to be utilized for temporary heat, the Owner shall pay for fuel costs. If the permanent system is utilized, the Mechanical Contractor shall bear all costs associated with the maintenance of said system until final completion.

B. Utilities and Systems:
1. Contractors interrupting services due to their construction operations shall provide temporary utility lines, as required, to maintain services.
2. The Electrical Contractor shall provide temporary electrical power service where required to construction offices for all contractors and shall remove temporary service at completion of the Project. Power will be made available twenty-four (24) hours per day.

C. Temporary Utilities
1. Owner will pay cost of energy used. Exercise measures to conserve energy, utilize Owner's existing power service:
   a. Electrical power and metering, consisting of connection to existing facilities.
   b. Water supply, consisting of connection to existing facilities.
2. Electrical Trades Contractor shall provide and pay for all temporary power services required for construction purposes.
3. Existing facilities may not be used.
4. New permanent facilities may be used.
5. Use trigger-operated nozzles for water hoses, to avoid waste of water.

D. Temporary Telecommunications Services
1. It is the responsibility of Each Contractor to provide and maintain (including any cost) any data or phone line they deem necessary for their day to day operations.

1.8 FACILITIES

A. Temporary Sanitary Facilities
1. The Plumbing Contractor shall provide and maintain required facilities and enclosures with sanitary handwash. Facilities shall be located at staging areas and in reasonable proximity of all work areas as directed by Construction Manager. Provide at time of project mobilization.
   a. Unit provided shall be self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber, reinforced polyester shell or similar nonabsorbent material.
2. Provide at least one unit of each twelve (12) construction personnel on site. Refer to Site Safety and Logistics plans for locations.
3. Use of existing facilities is not permitted.
4. New permanent facilities may not be used during construction operations.
5. The Plumbing Contractor shall be responsible to maintain weekly in clean and sanitary condition.

a. Provide all toilet supplies including toilet paper, hand sanitizer and waste receptor.
6. At end of construction, remove temporary sanitary facilities and return site to same or better condition as originally found.
7. Provide a minimum of one facility at each building site. Location of units to be field coordinated with Construction Manager.

1.9 CONSTRUCTION AIDS & PROTECTION

A. Protection:
1. The General Trades Contractor shall provide handrails and barricades on all perimeters, stairs and landings according to OSHA regulations. Provide barricades at all elevator shafts.
2. Each Contractor shall install safety coverings, as needed to protect workers from hazards associated with any open holes or other openings, including but not limited to floors, walls and roofs. This work shall comply with all OSHA requirements and remain in place until permanent construction fills those openings.
3. All Contractors upon working in any of the areas named in the above paragraph shall remove the safety covering and handrail to perform their work. Upon completion of their work for the day, lunch, or breaks, or any time when the individual Contractor is not working in that opening, the safety covering and handrail must be replaced by the Contractor removing it. At the end of each day, the General Trades Contractor shall inspect the site and install all safety coverings and handrails. At the end of the Project, or in order to install permanent construction, each Contractor shall remove coverings and handrails.
4. Each Contractor requiring access to above grade work are responsible for providing ladders, scaffolding and appropriate methods to access their work. The Contractor desiring use of in-place above grade work platforms must arrange directly with the party that owns the equipment and make all rental and insurance arrangements directly with that party.
5. All work platforms, scaffolding, etc. on the Project shall be available for access by the Owner, Construction Manager, Architect/Engineer, Authorities having jurisdiction, and Testing Agencies.

B. Lifts and Hoists
1. Lifting and hoisting of all materials and equipment will be the responsibility of Each Contractor.
2. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and shall be provided by the contractor requiring the tools and equipment.
3. Each Contractor shall be responsible to provide all site and subsurface modification preparation and replacement required to use their lifting and hoisting equipment.

1.10 ENCLOSURES

A. Barriers
1. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations.
2. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
3. Provide protection for plants designated to remain. Replace damaged plants.
4. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

B. Site Enclosure Fencing
1. Construction: Commercial grade chain link fence with privacy screening.
a. Acceptable types of fencing include:
1) Freestanding panels with appropriate base, sufficiently anchored to prevent unintentional movement or blow-over.
2) Post-driven temporary supports, embedded sufficiently to support fencing and associated wind loads.
3) As approved by Construction Manager.
2. Provide 6 foot high fence around construction site; equip with vehicular gates with locks.
3. The General Trades Contractor shall perform all fencing and barrier work to limit access to the contract area immediately upon mobilizing for Work at the beginning of the Project.

4. The General Trades Contractor shall maintain permanent and temporary fencing throughout the duration of the Project, particularly maintaining security function of gate devices.
5. The General Trades Contractor shall remove and replace temporary fencing as required to accommodate the work of this project.
6. The Construction Manager during the course of construction may require the fence to be relocated as needed and as indicated on site staging plan.

C. Barricades, Warning Signs and Lights
1. The General Trades Contractor, at the interior and entrances of the building, and the General Trades Contractor on site and at the exterior of the building, shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against.

D. Exterior Enclosures
1. Each contractor shall be responsible for proper enclosure of their own openings for protection of exterior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule.
2. The General Trades Contractor shall provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
   a. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
3. Install tarpaulins securely with noncombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.

E. Interior Enclosures
1. The General Trades Contractor shall provide Fire Resistance Rated temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture from all trades' work into Owner-occupied areas, and to prevent damage to existing materials and equipment.
2. Fire-Resistance-Rated Assemblies: Provide completed assemblies with the following characteristics:
   a. Fire-Resistance-Rated Partitions: UL listed assembly No. U419; one hour rating, minimum, and as indicated on Code Compliance Drawings.
   b. Provide Firestop at all penetrations through Fire Resistance Rated temporary partitions.
   c. Where doors are required, provide units listed and labeled to match the rating of the partition in which they are installed, with code compliant hardware.
3. Paint surfaces exposed to view from Owner-occupied areas.

1.11 SECURITY

A. Each contractor shall be responsible for coordinating their own forces and providing security and protection.

B. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
1. The General Trades Contractor shall install substantial temporary enclosure of partially completed areas of construction. Provide and maintain locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. This does not relieve Each Prime Contractor from responsibility for vandalism, theft, and similar violations of security to their own materials, equipment, tools and installations.

2. The General Trades Contractor is responsible for maintaining a secure building and door locks at all times. The General Trades Contractor shall designate responsible individual or individuals that will tour the entire Project and close and secure all doors and windows and turn off non-emergency and non-security lighting at the end of each work day. The General Trades Contractor shall open all doors and turn on all lights prior to the start of each work day.
3. Each Contractor is responsible for the secure storage for their own materials and equipment on and off the site.
4. Each Contractor shall supply the Construction Manager with keys for any lock installed on the project.

C. Coordinate with Owner's security program.

D. Maintain program throughout construction period until Owner occupancy.

E. Entry Control:
1. Restrict entrance of persons and vehicles into Project site and existing facilities.
2. Allow entrance only to authorized persons with proper identification.
3. Maintain log of workers and visitors, make available to Owner on request.
4. Owner will control entrance of persons and vehicles related to Owner's operations.

F. Personal Identification:
1. Provide identification badge to each person authorized to enter premises.
2. Badge to include: Personal photograph, name and assigned number expiration date and employer.
3. Maintain list of accredited persons, submit copy to Owner on request.
4. Require return of badges at expiration of their employment on the Work.

1.12 VEHICULAR CONSIDERATIONS

A. Access, Staging and Parking
1. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
   a. Maintain 20 feet wide driveways with turning space between and around combustible materials.
2. Coordinate access and haul routes with governing authorities and Owner.
3. Provide and maintain access to fire hydrants and control valves, free of obstructions.
4. The General Trades Contractor shall provide means of dust/dirt/debris control from vehicles leaving the Construction Site and entering surrounding public streets.
5. Existing on-site roads may be used for construction traffic.
6. The General Trades Contractor shall construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.
7. The General Trades Contractor shall extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.
8. The General Trades Contractor shall construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
9. Maintenance:
   a. All site areas shall be maintained by The General Trades Contractor including public roads immediately outside property.
   b. Snow removal for all construction roads, access roads, staging areas, Construction Manager trailer and parking will be provided by the General Trades Contractor. Each Contractor is responsible for all other snow removal as it pertains to their work.
   c. The General Trades Contractor shall maintain traffic and parking areas in sound condition free of excavated material, construction equipment, product, mud, snow, and ice.
   d. The General Trades Contractor shall maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

10. Use of site and premises for Contractor staging, access and employee parking shall be coordinated with the Construction Manager and approved by the Owner.
11. The General Trades Contractor shall provide all work required to restore site, including but not limited to construction staging area, parking, and roads during the latter time of the Project in addition to all other patching required as a result of disturbances for work of the Project including underground electric, communication, network, etc.
12. The General Trades Contractor shall provide temporary gravel parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking at location directed by Architect.
13. Existing parking areas may be used for construction parking. Tracked vehicles not allowed on pavement.
14. Permanent Pavements and Parking Facilities:
    a. Prior to Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
    b. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
    c. Use of permanent parking structures is not permitted.
15. Removal, Repair:
    a. The General Trades Contractor shall provide all work required to restore site, including but not limited to construction staging area, parking, and roads prior to Substantial Completion, in addition to all other patching required as a result of disturbances for work of the Project including underground electric, communication, network, etc.
    b. Remove temporary materials and construction when permanent paving is usable.
    c. Remove underground work and compacted materials to depth of 2 feet; fill and grade site as specified.
    d. Repair existing and permanent facilities damaged by use, to original and/or specified condition.

B. Traffic Regulation
1. Signs, Signals, and Devices:
    a. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by Authority having jurisdiction.
    b. Traffic Cones and Drums, Flares and Lights: As approved by Authority having jurisdiction.
    c. Flag Person Equipment: As required by Authority having jurisdiction.
2. Flag Persons: Each Contractor shall provide trained and equipped flag persons to regulate traffic when their construction operations or traffic encroach on public traffic lanes.
3. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
4. Haul Routes:
    a. Drawings indicate haul routes designated by Authorities having jurisdiction for use of Construction traffic.
    b. Confine construction traffic to designated haul routes.
    c. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.
5. Traffic Signs and Signals:
    a. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
    b. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
    c. Relocate as Work progresses, to maintain effective traffic control.
6. Removal:
    a. Remove equipment and devices when no longer required. Repair damage caused by installation.
    b. Remove post settings to depth of 2 feet.

1.13 WASTE REMOVAL AND PROGRESS CLEANING

A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.

B. Each Contractor on the Project is responsible for general clean-up and trash removal resulting from the work or employees of that contract, on a daily basis. This requirement will be enforced and will result in cost assessment against the Contractor who fails to perform daily cleanup.
   1. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.
   2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Dumpsters
   1. The General Trades Contractor shall provide dumpster(s) as required for the purpose of trash removal for all Contractors, unless noted otherwise.
   2. In every instance, the Prime contractor responsible for providing each dumpster shall be responsible for:
      a. The cost of all disposal fees associated with each dumpster provided.
      b. Flattening or crushing all trash as necessary when placed into the dumpster.
   3. Dumpsters shall be located at the site, accessible to building and roads.
   4. Hazardous materials shall not be placed in dumpsters, but shall be removed from the site by the Contractor's licensed subcontractor responsible for the material.
   5. Contractors may load legally acceptable construction debris to the designated dumpster (from this project only).
   6. Dumpsters shall remain on the project until project completion, or as directed by the Construction Manager.

D. The Construction Manager shall coordinate the following:
   1. The location and placement of all dumpsters.
   2. The organization of weekly project clean up with Each Contractor.
      a. All Contractors on site shall provide labor to assist in this clean up.

E. The General Trades Contractor will be responsible for weekly broom cleaning of all floor surfaces, for dust, dirt and general trash. Contractor will deposit the same in the dumpster.

F. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

G. Remove trash from site weekly or when dumpster is full.

H. 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.

I. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 PROJECT IDENTIFICATION

A. Temporary Signs: The General Trades Contractor shall prepare signs to provide directional information to construction personnel and visitors as required by the Construction Manager.

B. General Trades Contractor shall provide project identification sign of design and construction indicated on Drawings at each building site:
   1. Project, title, logo and name of Owner as indicated on Contract Documents.
   2. Names and titles of Authorities.
   3. Names and titles of Architect/Engineer and Construction Manager.
   4. Name of each Prime Contractor.
   5. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer. Minimum four colors.
   6. Design sign and structure to withstand 60 miles/hr wind velocity. Mount to 4 by 4 inch post at each end of sign.
      a. Sign Materials:
         1) Structure and Framing: New wood structurally adequate.
         2) Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inches thick, standard large sizes (4 by 8 foot) to minimize joints.

3) Rough Hardware: Galvanized.
4) Paint and Primers: Exterior quality, two coats; sign background of color as selected.
5) Lettering: Exterior quality paint, contrasting colors as selected.

7. Sign Painter: Experienced as professional sign painter for minimum three years.
8. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
9. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.
10. Installation:
    a. Install project identification sign within 30 days after date fixed by Owner-Contractor Agreement.
    b. Install sign surface plumb and level, with butt joints. Anchor securely and brace.
    c. Paint exposed surfaces of sign, supports, and framing.
11. Maintenance: Maintain signs, framing, supports clean, repair deterioration and damage.
12. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

C. Erect on site at location indicated.

D. No other signs are allowed without Owner permission except those required by law.

1.15 FIELD OFFICES

A. Contractor's Field Office
1. Each Prime Contractor shall provide and maintain such offices, storage and fabrication shed, and other temporary buildings or trailers on the project site as required for their own use. Contractors are advised that spaces within the existing building for storage of materials will not be available for their use. All steps and platforms connected to shelters must be per OSHA regulations. Unless written permission is obtained from the Owner through the Construction Manager, only Prime Contractors will be allowed an on-site office due to space limitations. Contractors shall provide offices for their own personnel.
2. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture .
3. The General Trades Contractor shall provide space for Project meetings, with table and chairs to accommodate 6 or 12 persons.
4. Locate offices a minimum distance of 30 feet from existing and new structures.
5. All Contractor’s offices and sheds must have the Contractor’s identification on them.
6. Construction:
    a. Structurally sound, secure, weather tight enclosures for office and storage spaces. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
    b. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible and occupancy and storage requirements.
    c. Exterior Materials: Weather resistant, finished in color acceptable to Architect/Engineer.
    d. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted; resilient floor and bases.
    e. Lighting for Offices: 50ft C at desk top height, exterior lighting at entrance doors.
    f. Fire Extinguishers: Appropriate type fire extinguisher at each office and each storage area.
    g. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.
7. Environmental Control:
    a. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain comfort conditions. 68 degrees F heating and 76 degrees F cooling.
    b. Use of electric space heaters will not be allowed.
    c. Storage Spaces: Heating and ventilation as needed to maintain products in accordance with Contract Documents; lighting for maintenance and inspection of products.
8. Preparation: The General Trades Contractor shall fill and grade sites for temporary structures sloped for drainage away from buildings.

9. Maintenance and Cleaning:
   a. Weekly janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
   b. Maintain approach walk free of mud, water, and snow.
10. Removal: At completion of Work remove buildings, foundations, utility services and debris. The General Trades Contractor shall restore areas.

B. CONSTRUCTION MANAGER'S FIELD OFFICE
1. The General Trades Contractor shall furnish and maintain a temporary office structure (Field Office) completely separate from other field offices on the Project, a heating and air conditioning system, a lighting system. This structure shall be of new condition for the exclusive use of the Construction Manager.
2. The General Trades shall bear the cost of constructing, maintaining, keeping clean and at the completion of all work, remove such structure. The Field Office location will be coordinated with the Construction Manager.
3. The Field Office will be sized and furnished by the General Trades Contractor with such facilities as follows:
   a. Minimum 192 Sq. ft. (8' x 24') of floor space, partitioned for one office and a conference room, OSHA compliant stairs and railing, , tie-downs, smoke detectors and fire extinguishers. Submit layout to Construction Manager for approval prior to delivery.
   b. First Aid Kit and fire extinguisher complying with OSHA Regulations.
   c. Heating, ventilating and air conditioning sufficient to heat and cool the entire trailer.
   d. Window Blinds as directed by Construction Manager.
   e. The Electrical Contractor is specifically responsible for the following:
      1) Provide, maintain and remove temporary electrical service to the Construction Manager's trailers and/or Field Office. Removal of services will take place as directed by the Construction Manager.
      2) Temporary wiring: This is done to provide electric service to the field office must be done in accordance with OSHA Regulation 29CFR1926.400 (h) (2), which requires, in part that ground fault circuit interrupters be provided. Temporary service wiring for the trailer is the responsibility of the Electrical Contractor and must comply with the trailer manufacturer requirements. Distribution of data wiring within the trailer is responsibility of the Electrical Contractor.
      3) Provide, maintain and remove temporary exterior lighting outside of the Construction Manager's trailer and parking area. Lighting shall consist of fixture of sufficient size to illuminate area.

1.16 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Each Contractor shall enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Each Contractor shall maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating cooling, humidity control, ventilation and similar facilities on a 24-hour a day basis where required to achieve indicated results and to avoid possible damage.
2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility or not later than Substantial Completion. Complete or, if necessary restore, permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

1.17 PROTECTION OF PROPERTY

A. General:
1. Each Contractor shall continuously protect the Work, other work, and the property of the Owner and others from damage, injury or loss arising in connection with the Work. Owner, Architect/Engineer, and Construction Manager shall not be responsible for any loss or damage to the Work, however caused, until after final acceptance thereof by the Owner, nor shall Owner, Architect/Engineer, or Construction Manager be responsible for loss of or damage (however caused) to materials, equipment, appliances and other personal property of Contractors used in the performance of the Work.
2. The General Trades Contractor shall provide, erect and maintain barricades, warning signs, flags, lights as may be necessary to protect the Work and safeguard the workers and the general public. As such protection shall comply with the requirements of the proper Authorities having jurisdiction.
3. Each Contractor shall begin repair of damages resulting from any occurrence immediately if it is a life safety or security issue or presents the imminent possibility of further damage. Otherwise repairs must begin within three days after (in the judgment of the Construction Manager) the commencement of repairs is possible.

B. Fire Safety:
1. Each Contractor shall store combustible materials in containers in fire-safe locations.
2. Each Contractor shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
3. Each Contractor shall provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
4. Construction Manager shall be notified prior to any and all hot work.
a. Each Contractor performing hot work shall provide a fire watch during and for at least 30-minutes after potential fire ignition work has been performed.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2 feet.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 51 00
TEMPORARY UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.2 RELATED REQUIREMENTS

A. Section 01 50 00 - Temporary Facilities and Controls:
   1. Temporary telecommunications services for administrative purposes.
   2. Temporary sanitary facilities required by law.

1.3 REFERENCE STANDARDS

A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

1.4 TEMPORARY ELECTRICITY

A. Service Cost: By Electrical Contractor.

B. Energy Costs: By Owner.

C. Connect to Owner's existing power service.
   1. Do not disrupt Owner's need for continuous service.
   2. Exercise measures to conserve energy.

D. Provide temporary electric feeder from existing building electrical service at location as directed.

E. Power Service Characteristics: Provide GFCI distribution system, for voltages up to 208/240 volt.
   1. Temporary system shall be sufficient to accommodate temporary lighting and construction operations, including the use of power tools, and start-up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections.
   2. Provide weatherproof, grounded wiring with overload protection; with direct wired connections, where feasible.
   3. Locate multiple outlets for 120 volt power, not less than 4 gang, at each story and area of construction, spaced so that the entire area of construction can be reached by power tools on a single 100 foot extension cord. Maximum 20 Amp circuit breaker, four (4) receptacles per circuit breaker.

F. Complement existing power service capacity and characteristics as required.

G. Provide adequate number and size breakers and power outlets for all construction trades, with branch wiring and distribution boxes located as required. Each Contractor shall provide flexible power cords as required.
   1. The Electrical Contractor shall have a cord inspection program in place and shall maintain the inspection records on site. This requirement does not relieve any other user of the power or any other party in the area of the temporary power from their legal responsibilities for seeing that the system is maintained to OSHA and NEC requirements.

H. Provide main service disconnect and over-current protection at convenient location and meter.

I. Permanent convenience receptacles may be utilized during construction.

J. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 100 sq ft of active work area.
      Provide 20 ampere, single phase branch circuits for lighting.
   2. Construction circuits shall be separate and independent from temporary lighting.

K. The Electrical Contractor shall provide and pay for all maintenance, servicing, operation, equipment, and supervision of lines installed.

L. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Contractor shall make suitable provisions for temporary use thereof, and remove unused portions of temporary system.

M. When temporary electrical lines are no longer required, they shall be removed by the Electrical Contractor and any part, or parts of the grounds or building disturbed or damaged shall be brought back to their original condition.

N. The Electrical Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.

O. The Electrical Contractor shall provide temporary power connections to all mechanical and any additional equipment indicated on E series drawings until permanent power/new electric feeds and new electric components are in place.

P. The Electrical Contractor will provide 24-hour temporary power to any heat tape (installed by others) on temporary water and/or fire line. All temporary heat work shall comply with existing OSHA requirements.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. The Electrical Contractor shall provide and maintain temporary lighting throughout construction site as required by local construction codes with the installation meeting the NEC and local code enforcement requirements.

B. The Electrical Contractor shall provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight and general lighting as stated below:
   1. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
   2. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
   3. Provide safety lighting in the stairways, hallways, and exterior security lighting on a 24-hour basis
   4. Provide exterior fixtures where exposed to moisture.

C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required. Provide guard cages or tempered glass enclosures where exposed to breakage.

D. Provide switching controls for all lighting which will enable turning off temporary lighting during off-construction hours.

E. The Electrical Contractor shall maintain and operate temporary lighting and provide routine repairs.

F. Special lighting required for construction activities shall be provided by the contractor requiring it.

G. Permanent building lighting may be utilized during construction.
   1. As the permanent lighting system is substantially complete for each story or usable portion thereof, The Electrical Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.

2. The Electrical Contractor shall maintain and operate permanent lighting system until time of final acceptance and transfer of operation to Owner's personnel, including turning off lighting during off-construction hours.
3. The Electrical Contractor shall replace bulbs that are burned out or substantially dimmed by substantial hours of use or broken by construction.

1.6 TEMPORARY HEATING

A. Cost of Equipment: By Mechanical Contractor.

B. Cost of Energy: By Owner.

C. Enclose building prior to activating temporary heat in accordance with Section 01 50 00.

D. The following temporary heating specification is to be utilized and provided by The Mechanical Contractor:
1. Heaters shall be direct-fired Make-up Air units with discharge modulation. Units must be designed to operate either inside or outside the building while positioned to draw 100% outside air.
2. All equipment must employ squirrel cage blower for quiet operation. Noisy propane heaters will not be allowed.
3. Temperature control units must have discharge modulation with remote space thermostats. Discharge temperature not to exceed 180 degrees F. No open flame visible for discharge will be allowed.
4. Units must ignite pilot and prove flame before main burner is opened.
5. Units to include high and low temperature shutdown.
6. Heaters shall comply with all applicable state, local and OSHA regulations and shall have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
7. It is required that a routine maintenance is performed at least once a month to insure the units are operating properly. This cost will be figured into the equipment unit rates and there will be no additional costs for these visits.
8. All equipment to be utilized will meet the design criteria in Items 1 through 7 above.

E. In the event of equipment failure or repairs, alternate equipment must be in place within 12 hours of failure or the Owner or Owner's Representative shall have the right to take action necessary to restore the heat to the design temperature and will deduct any and all charges from The Mechanical Contractor.

F. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
1. If the permanent heating system is not available for use when any Contractor requires that the temperature be maintained above 50 degrees (for proper installation of finishes for example), the Mechanical Contractor shall be responsible to provide the additional heating.

G. Humidification: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work or for protection of installed work from deterioration due to variations ambient conditions, Each Contractor shall provide their own temporary humidification or dehumidification equipment to maintain the required conditions. Coordinate the use of the equipment with temporary heating to produce the required conditions with a minimum overall use of energy.

H. The Electrical Contractor shall provide power for oil or gas fired temporary heaters. It will be connected so that it can remain "live" when the temporary lighting has been turned off.

I. The Plumbing Contractor shall provide a temporary natural gas service for required temporary heat. All supply lines for natural gas fired temporary heaters to be provided by Mechanical Contractor.

J. As permanent heating system is substantially complete and operational for each story or usable portion thereof, The Mechanical Contract shall make suitable provisions for use thereof in temporary heating. The Mechanical Contractor shall maintain and operate permanent system for temporary heating purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner's personnel, for major parts of system if not for entire heating system.
   1. Warranty: the warranty, as required by the Contract Specifications, will not begin until final acceptance of the system has been given by the Architect/Engineer for all or part of a system. The warranty period does not start with the use of the equipment for temporary heating and cooling.
   2. All permanent heating equipment used to supply temporary heat shall be completely cleaned and reconditioned by The Mechanical Contractor prior to final acceptance. Radiator traps and valves used in the heating system during the period of its operation to supply temporary heat shall not be reinstalled in the permanent system. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace worn parts and parts that have been subject to unusual operating conditions.

K. The Mechanical Contractor shall remove all soot, smudges, and other deposits from walls ceilings and all exposed surfaces which are the result of the use of any temporary heating equipment including the use of the permanent heating system for temporary heat purposes. Finish work shall not be done until all such surfaces are properly cleaned.

1.7 TEMPORARY COOLING

A. Cost of Equipment: By Mechanical Contractor.

B. Cost of Energy: By Owner.

C. Enclose building prior to activating temporary cooling in accordance with Section 01 50 00.

D. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.

E. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
   1. If the permanent cooling system is not available for use when any Contractor requires that the temperature be maintained below 80 degrees (for proper installation of finishes for example), the Mechanical Contractor shall be responsible to provide the additional cooling.

F. As permanent cooling system is substantially complete and operational for each story or usable portion thereof, The Mechanical Contract shall make suitable provisions for use thereof in temporary cooling. The Mechanical Contractor shall maintain and operate permanent system for temporary cooling purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner's personnel, for major parts of system if not for air conditioning.
   1. Warranty: the warranty, as required by the Contract Specifications, will not begin until final acceptance of the system has been given by the Architect/Engineer for all or part of a system. The warranty period does not start with the use of the equipment for temporary cooling.
   2. All permanent cooling equipment used to supply temporary air conditioning shall be completely cleaned and reconditioned by The Mechanical Contractor prior to final acceptance. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace worn parts and parts that have been subject to unusual operating conditions.

1.8 TEMPORARY VENTILATION

A. A contractor requiring ventilation for work shall provide fans or other necessary equipment to ventilate and condition air as the work requires.

1.9 TEMPORARY WATER SERVICE

A. Cost of Service: By Plumbing Contractor.

B. Cost of Water Used: By Owner.

C. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
   1. The Plumbing Contractor shall provide ¾ inch hose bib terminations at each level and area of construction work, so that any area of the building construction can be reached with 150 foot length of hose. Water service may be run from a temporary or permanent source.
      a. Sterilization: Sterilize temporary water piping prior to use.
      b. Protect system from freezing.
      c. Maintain 30 psig water pressure with 5 gpm flow rate.

D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 51 10
LIFE SAFETY REQUIREMENTS DURING SCHOOL CONSTRUCTION

PART 1 GENERAL

1.1 SAFETY AND SECURITY STANDARDS

A. Each contractor shall adhere to and be responsible for but not be limited to the life safety requirements stated in this section.

B. General safety and security standards for construction projects:
1. Comply with Regulations of the Commissioner of Education Section 155.5 Uniform Safety Standards for School Construction and Maintenance Project.
2. 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).
3. All construction materials shall be stored in a safe and secure manner.
4. Fences around construction supplies or debris shall be maintained.
5. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
6. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent unauthorized entry.
7. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at the project site. Costs of such identification shall be borne by each individual contractor.

1.2 SEPARATION

A. Separation of construction areas from occupied spaces.
1. Construction areas that are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas by code compliant construction.
2. 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.
3. Gypsum board on metal studs must be used in exit ways or other areas that require fire rated separation.
4. 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.
5. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
6. 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.
7. 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.
8. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday utilizing HEPA filtered vacuum system.

1.3 VENTILATION

A. Mechanical Contractor shall provide temporary exhaust ventilation to maintain indoor air quality.

1. Provide an exhaust air system for the active project areas. Exhaust layout and capacities shall be adequate for removal of VOC's, off-gases, gases, dusts, mists, or other emissions. Points of intakes and discharges shall be field determined to protect student occupied areas. Exhaust systems shall terminate at the building exterior.
2. Objective:
   a. Maintain a negative pressure between the work area and student occupied areas
   b. Before start of work, submit a proposed layout for the exhaust air system. Do not begin work until approval of the Architect, Engineer, and owner is obtained. Indicate on submission locations of fans, intake points, CFM capacities and electrical requirements. Electrical contractor shall furnish power wiring to temporary equipment.
3. System operation requirements:
   a. Provide sufficient quantity of exhaust fans in existing window openings or other approved locations to eliminate pockets of stagnant contaminated air. Capacities for equipment shall be operated in accordance with the following standards:
   b. System operation:
      1) A sufficient quantity of exhaust fans in existing window openings or other approved locations shall be operated in accordance with the following standards:
         (a) Provide one work place air change every 15 minutes.

             To calculate total air flow requirement:

             TOTAL FT/3 MIN = VOLUME OF WORK AREA (IN FT3)
             15 MINUTES

             To calculate the number of units needed for the work area:

             NUMBER OF UNITS NEEDED = TOTAL FT3/MIN
         (CAPACITY OF UNIT IN FT3/MIN)

      2) Work area shall be defined as phased zone ie. R-1.
      3) Exhaust air system shall operate for a minimum of 72 hours after work is completed, or until all materials have cured sufficiently as to stop off-gassing of fumes or odors and area has been ventilated to remove all detectable traces of odors and fumes.
      4) Maintain clearance from all temporary exhaust outlets to all active building areas. Exhaust duct locations shall be approved by Architect/Engineer.

1.4 EXITING

A. Required building exiting shall be maintained at all times so that there are no dead end conditions or corridor pockets greater than 1 1/2 x the corridor or pocket width.

B. The General Contractor, at each building, shall provide temporary exits and related construction as required in the Construction Drawings.

1.5 FIRE AND HAZARD PREVENTION

A. Areas of buildings under construction that are to remain occupied shall maintain a Certificate of Occupancy. In addition, all requirements itemized on the Fire Safety Inspection Report shall be in compliance during periods of student or staff occupancy; the following shall be strictly enforced.
   1. No smoking is allowed on public school property, including construction areas.
   2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows. Each Contractor shall promptly move any or all construction debris, materials and/or equipment as required to maintain existing passages at all times and clear during student or staff occupancy.
   3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the duration of the project.

1.6 NOISE ABATEMENT

A. Construction activities and operations shall not produce noise in excess of 60 dBA in occupied spaces. If noise levels in occupied classroom spaces exceed 60 dBA the Contractor exceeding this limit shall provide acoustical abatement procedures or schedule activities during unoccupied times. Each Contractor is advised that the School District may schedule "no work" periods during the project. Such schedules shall not impact the Construction Schedule or Budget.

1.7 HAZARD CONTROL

A. The Contractor shall take every precaution to eliminate the potential of construction fumes entering the occupied building. The Contractor shall take care to assure fresh air intakes do not draw construction related fumes into the building.

B. Each Contractor shall provide for "off-gassing" of volatile organic compounds introduced during construction before occupancy. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which "off-gas" chemical fumes, gases, or other contaminants shall be aired out in a well-ventilated heated warehouse before it is brought to the project for installation or the manufacturer's recommended "off-gassing" periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The work areas must be properly ventilated and the material must be given proper time to cure or "off gas" before re-occupancy.

C. Each Contractor shall maintain the Manufacturer's Safety Data Sheets (SDS) (Formerly MSDS or Material Safety Data Sheets) at the site for all products used in the project. SDS sheets shall be provided to the School District when requested. SDS indicate chemicals used in the product, product toxicity, and typical side effects of exposure to the product and safe procedures for use of the product.

D. Asbestos abatement protocols. 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; downloading and reading at the Department of Housing and Urban Renewal, 451 7th Street SW, Washington, DC 20410, (202) 401-0388, web site; www.hud.gov/search.html, scroll web page to Reading Room, click on Bookshelf 10: Lead Paint). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.
   1. See Section 02 21 10 - Asbestos Abatement for further information.

E. Lead Based paint: Lead based paint has been identified as being applied to building components within the building. 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 containing lead based paint and to communicate the presence of lead based paint to all employees.
   1. Effective April 22, 2010 all contractors are required to conform to the Environmental Protection Agency’s (EPA) Lead Renovation, Repair and Painting (RRP) program. This regulation has been developed to prevent lead contamination when performing renovation, repair and painting projects which disturbs lead based paint in homes, child care facilities and schools built before 1978 if these buildings are visited regularly by any child under 6 years of age.

2. Any abatement work required shall be performed by a certified firm employing workers trained and certified for lead based paint activities. All work is to be performed in accordance with all applicable regulations including: 40 CFR 745 (USEPA), 29 CFR 1926 (OSHA), (HUD) Federal Housing and Urban Development Regulations and New York State Education Department requirements.
3. All contractors involved with lead based paint activities shall be certified in lead-safe practices as detailed in the Code of Federal Regulation 40 CFR, Part 745.
4. Contractors must document compliance with this requirement. EPA's <http://www.epa.gov/lead/pubs/renovaterightbrochuresp.pdf>may be used for this purpose.
5. For more information regarding this regulation visit the EPA website at www.epa.gov/lead/pubs/renovation.htm for requirements.
6. A summary of the lead-based paint testing report is attached to the end of this section.
7. Should paint suspected of containing lead, but not identified within the report be encountered, do not disturb the suspect material, and immediately notify the Architect.

F. (PCB) Polychlorinated Biphenyl: Locations of PCB containing window and door sealants have been identified on the contract drawings. Where 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 included at the end of this section. 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 Architect.

1.8 POST CONSTRUCTION INSPECTION

A. 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.

END OF SECTION

3.0 Inspection Report

3.1 HUD/ EPA Standards

Analysis indicated that the following painted/coated surfaces have a lead content equal to or greater than the HUD/EPA standard for lead-based paint of 1.0 mg/cm2 as analyzed by XRF, or greater than 0.5 percent lead by weight or 5,000 parts per million (ppm) as analyzed by AAS (paint chip samples), as defined by Title X of the 1992 Housing and Community Development Act for classification as lead-based paint.

- Base coves
- 4x4 ceramic wall tile
- White metal door jamb
- White metal panels – above windows in cafeteria
- White steel ceiling beams
- Exterior roof white metal air duct covers
- Exterior door lintels
- Exterior lintel on brick wall
- Brown metal railings
- Ladder to access roof

Surfaces that were analyzed as less than 0.5 percent lead by weight, or in measurable amounts but less than 1.0 mg/cm^2, should still be considered lead-based paint for the purposes of complying with OSHA Regulations and are listed in Section 4.0 XRF spectrum analyzer report. Please see the following section for details.

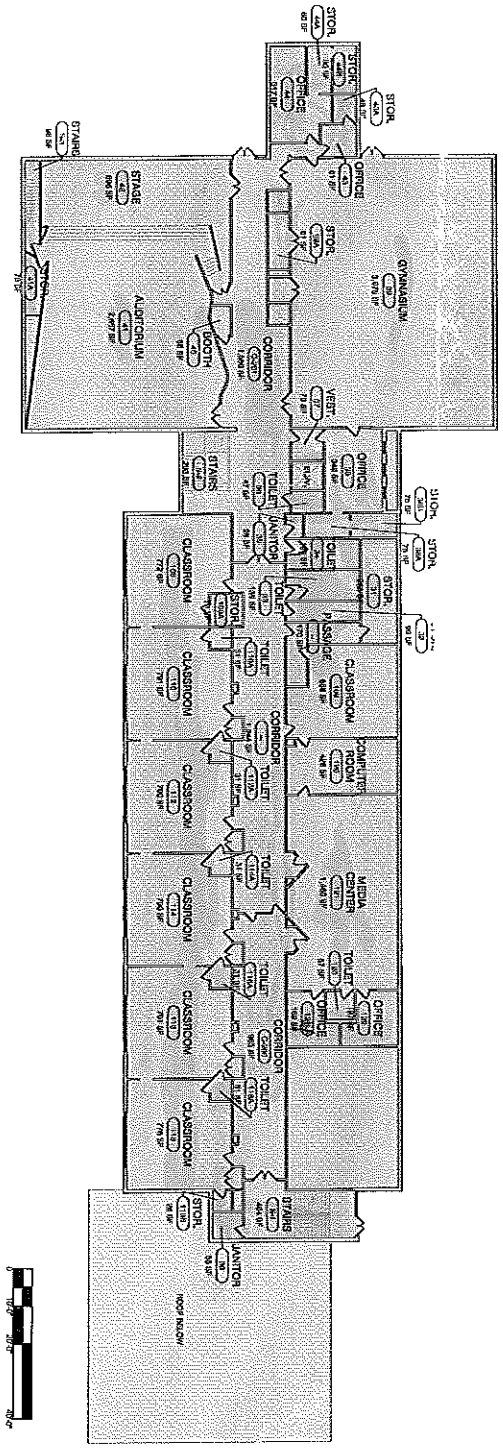
3.2 OSHA Regulations

On May 4, 1993, OSHA promulgated the Lead Exposure in Construction Rule (29 CFR Part 1926.62). This regulation applies to all construction activities involving potential lead exposures. According to 29 CFR 1926.62 paints which contain lead are lead-based paint. OSHA does not define lead paint based on content. Therefore, according to OSHA any detectable concentration of lead in paint makes it lead paint for purposes of complying with OSHA regulations to determine worker exposure.

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR:

Inspection Date:	11/30/11	William Severn Elementary
Report Date:	12/3/2011	
Abatement Level:	1.0	
Report No.	11/30/11 11:35	
Total Readings:	649 Actionable: 61	
Job Started:	11/30/11 11:35	
Job Finished:	12/01/11 18:42	

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
Exterior Room 067 Roof									
497	A	air duct	Ctr	covee	P	Metal	white	1.0	QM
495	A	air duct	Rgt	covee	P	Metal	white	1.0	QM
Exterior Room 068 School									
520	A	Wall below brick	L Ctr	lental	F	Steel	tan	2.2	QM
516	B	Door	Lft	lental	F	Steel	tan	5.2	QM
519	C	Door	Lft	lental	P	Steel	tan	2.8	QM
Interior Room 001 B1									
043	A	boiler 1	Ctr	valve	I	Metal	red	1.0	QM
044	A	boiler 1	Ctr	valve	I	Metal	black	1.0	QM
016	B	column	Lft		F	Steel	gray	2.2	QM
023	C	hand rail	Rgt		P	Metal	gray	1.0	QM
046	C	column	Rgt		I	Steel	Green	4.8	QM
025	C	Stairs	Rgt	Treads	F	Metal	gray	1.0	QM
033	D	pumps	Ctr	coupler	I	Metal	red	1.0	QM
036	D	Pipe	Rgt	valve	I	Metal	black	1.6	QM
Interior Room 002 Crawlspace									
052	A	column supports brick	Lft		I	Steel	Green	2.5	QM
053	A	column supports brick	Ctr		I	Steel	Green	1.0	QM
Comment: structural supports in crawlspace installed in last few years.									
Interior Room 007 13B									
086	B	Wall	L Lft	4x4 tile	I	ceramic	gray	2.0	QM
084	C	Wall	L Ctr	4x4 tile	I	ceramic	gray	1.9	QM
Interior Room 014 cafeteria									
138	A	Window	Ctr	panel	I	Metal	white	1.7	QM
Interior Room 015 Kitchen									
162	C	Wall	Rgt	4x4 tile	I	ceramic	L. green	9.9	QM
Interior Room 019 2									
201	C	Ceiling beam	Ctr		I	Steel	white	1.0	QM
Interior Room 024 118A									
225	B	Wall	L Ctr	4x4 tile	I	ceramic	tan	2.5	QM
224	C	Wall	L Ctr	4x4 tile	I	ceramic	tan	2.0	QM
Interior Room 025 116									
237	C	basecove	Rgt		I	Vinyl	black	2.4	QM
Interior Room 028 114A									
250	B	Wall	L Ctr	4x4 tile	I	ceramic	tan	2.6	QM
251	D	Wall	L Ctr	4x4 tile	I	ceramic	tan	1.9	QM



KEY

ORIGINAL 1954 BUILDING

1988 ADDITION

1995 ADDITION

N

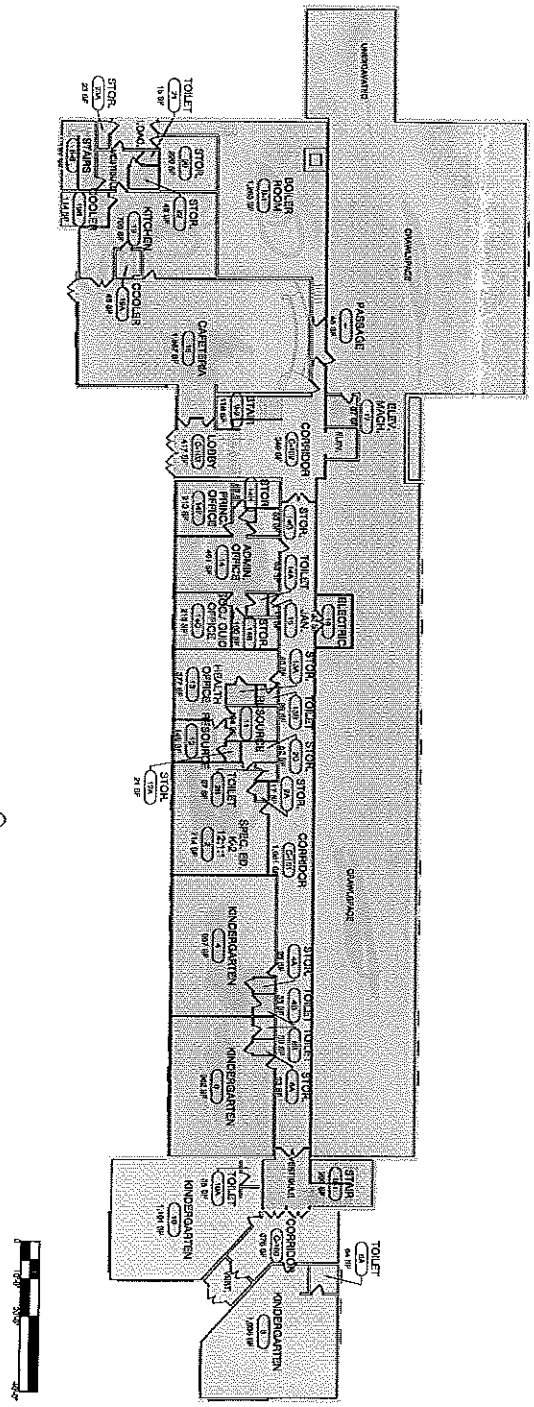
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ORIGINAL 1954 BUILDING

1988 ADDITION

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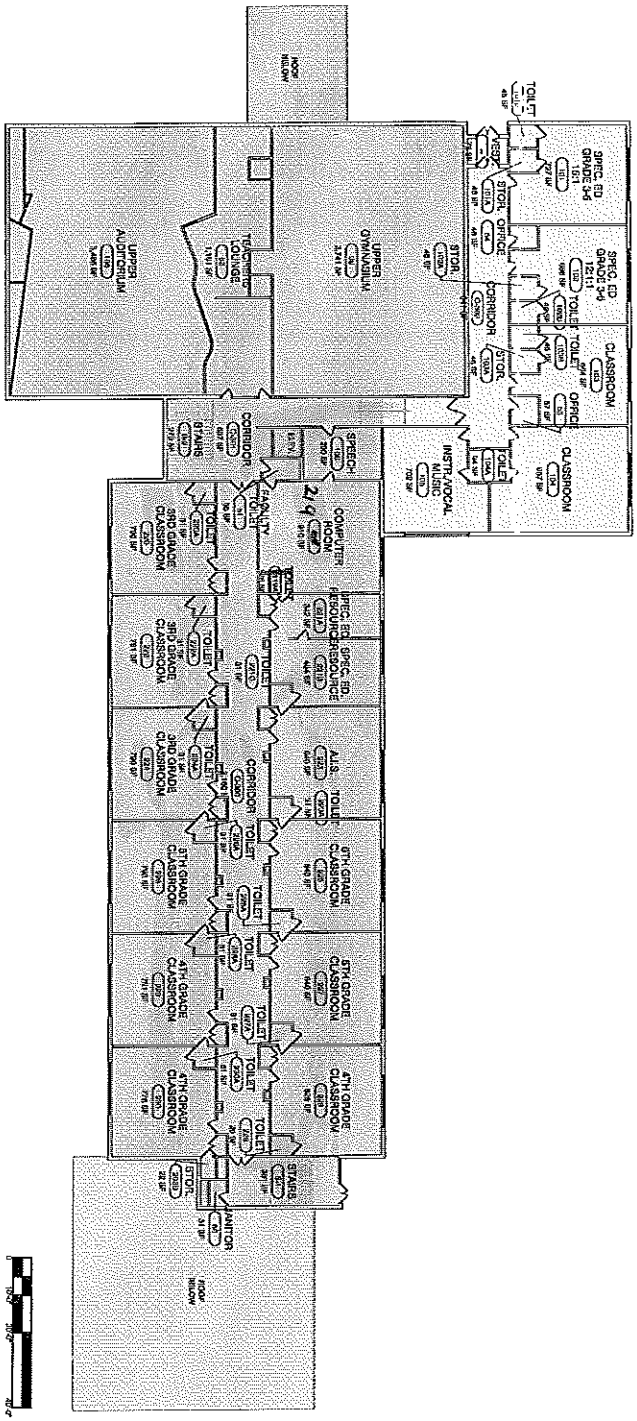
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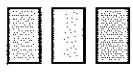
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SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations.

F. Procedures for Owner-supplied products.

G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Lists of products to be removed from existing building.

B. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

C. Section 01 40 00 - Quality Requirements: Product quality monitoring.

D. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

E. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.3 REFERENCE STANDARDS

A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.

B. ASTM D6866 - Standard Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis; 2024a.

C. C2C (DIR) - C2C Certified Products Registry; Cradle to Cradle Products Innovation Institute; Current Edition.

D. EN 15804 - Sustainability of Construction Works - Environmental Product Declarations - Core Rules for the Product Category of Construction Products; 2022 (Corrigendum 2021).

E. GreenScreen (LIST) - GreenScreen for Safer Chemicals List Translator; Clean Production Action; Current Edition.

F. GreenScreen (METH) - GreenScreen for Safer Chemicals Method v1.2; Clean Production Action; Current Edition.

G. ISO 14025 - Environmental Labels and Declarations - Type III Environmental Declarations - Principles and Procedures; 2006.

H. ISO 14040 - Environmental Management - Life Cycle Assessment - Principles and Framework; 2006, with Amendment (2020).

I. ISO 14044 - Environmental Management - Life Cycle Assessment - Requirements and Guidelines; 2006, with Amendment (2020).

J. ISO 21930 - Sustainability in Buildings and Civil Engineering Works — Core Rules for Environmental Product Declarations of Construction Products and Services; 2017.

K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 SUBMITTALS

A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
   1. Submit within 15 days after date of Agreement.
   2. For products specified only by reference standards, list applicable reference standards.

B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.5 QUALITY ASSURANCE

A. Bio-Based Content: Of vegetable or animal origin, not including products made by killing the animal.
   1. Determine percentage of bio-based content in accordance with ASTM D6866.
   2. Bio-based content must be sourced from a Sustainable Agriculture Network certified farm.

B. Cradle-to-Cradle Certified: End use product certified Cradle-to-Cradle v2 Basic or Cradle-to-Cradle v3 Bronze, minimum, as evidenced by C2C (DIR).

C. Environmental Product Declaration (EPD): Publicly available, critically reviewed life cycle analysis having at least a cradle-to-gate scope.
   1. Good: Product-specific; compliant with ISO 14044.
   2. Better: Industry-wide, generic; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
   3. Best: Commercial-product-specific; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
   4. Where demonstration of impact reduction below industry average is required, submit both industry-wide and commercial-product-specific declarations; or submit at least 5 declarations for products of the same type by other manufacturers in the same industry.

D. GreenScreen Chemical Hazard Analysis: Ingredients of 100 parts-per-million or greater evaluated using GreenScreen (METH).
   1. Good: GreenScreen (LIST) evaluation to identify Benchmark 1 hazards; a Health Product Declaration includes this information.
   2. Better: GreenScreen Full Assessment.
   3. Best: GreenScreen Full Assessment by GreenScreen Licensed Profiler.

4. Acceptable Evidence: GreenScreen report.

E. Health Product Declarations (HPD): Complete, published declaration with full disclosure of known hazards, prepared using one of the HPDC (HPD-OLT) online tools.

F. Manufacturer's Inventory of Product Content: Publicly available inventory of every ingredient identified by name and Chemical Abstract Service Registration Number (CAS RN).
1. For ingredients considered a trade secret or intellectual property, the name and CAS RN may be omitted, provided the ingredient's role, amount, and GreenScreen Benchmark are given.

G. Recycled Content: Determine percentage of post-consumer and pre-consumer (post-industrial) content separately, using the guidelines contained in 16 CFR 260.13.
1. Previously used, reused, refurbished, and salvaged products are not considered recycled.
2. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.
3. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of materials in the item.
4. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.
5. Acceptable Evidence:
a. For percentage of recycled content, information from manufacturer.
b. For cost, Contractor's cost data.

H. Reused Products: Materials and equipment previously used in this or other construction, salvaged and refurbished as specified.
1. Wood fabricated from timber abandoned in transit after harvesting is considered reused, not recycled.
2. Acceptable Evidence: Information about the origin or source, from Contractor or supplier.

I. Source Location: Location of harvest, extraction, recovery, or manufacture; where information about source location is required to be submitted, give the postal address:
1. In every case, indicate the location of final assembly.
2. For harvested products, indicate location of harvest.
3. For extracted (i.e. mined) products, indicate location of extraction.
4. For recovered products, indicate location of recovery.
5. For products involving multiple manufacturing steps, provide a description of the process at each step, with location.
6. Acceptable Evidence:
a. Manufacturer's certification.
b. Life cycle analysis (LCA) performed by third-party.

J. Sustainably Harvested Wood: Solid wood, wood chips, and wood fiber certified or labeled by an organization accredited by one of the following:
1. The Forest Stewardship Council, The Principles for Natural Forest Management; for Canada visit http://www.fsccanada.org, for the USA visit http://www.fscus.org.
2. Acceptable Evidence: Copies of invoices bearing the certifying organization's certification numbers.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
   1. See Section 01 10 00 for list of items required to be salvaged for reuse and relocation.

2.2 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:
   1. Made outside the United States, its territories, Canada, or Mexico.
   2. Made using or containing CFC's or HCFC's.
   3. Made of wood from newly cut old growth timber.
   4. Containing lead, cadmium, asbestos, or mercury.

C. Where other criteria are met, Contractor shall give preference to products that:
   1. If used on interior, have lower emissions, as defined in Section 01 61 16.
   2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
   3. Are extracted, harvested, and/or manufactured closer to the location of the project.
   4. Have longer documented life span under normal use.
   5. Result in less construction waste. See Section 01 74 19
   6. Are made of vegetable materials that are rapidly renewable.
   7. Are made of recycled materials.
   8. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
   9. If bio-based, other than wood, are or are made of Sustainable Agriculture Network certified products.
   10. Are Cradle-to-Cradle Certified.
   11. Have a published Environmental Product Declaration (EPD).
   12. Have a published Health Product Declaration (HPD).

D. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

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. Provide interchangeable components by the same manufacture for components being replaced.

G. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

H. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.3 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.4 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 SUBSTITUTION LIMITATIONS

A. See Section 01 25 00 - Substitution Procedures.

3.2 OWNER-SUPPLIED PRODUCTS

A. Owner's Responsibilities:
1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
2. Arrange and pay for product delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:
1. Review Owner reviewed shop drawings, product data, and samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

3.3 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.4 STORAGE AND PROTECTION

A. Provide protection of stored materials and products against theft, casualty, or deterioration.

B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.

C. Store and protect products in accordance with manufacturers' instructions.

D. Store with seals and labels intact and legible.

E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

F. For exterior storage of fabricated products, place on sloped supports above ground.

G. Provide off-site storage and protection when site does not permit on-site storage or protection.

H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

I. Comply with manufacturer's warranty conditions, if any.

J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

L. Prevent contact with material that may cause corrosion, discoloration, or staining.

M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 61 16
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for Indoor-Emissions-Restricted products.

B. Requirements for VOC-Content-Restricted products.

C. Requirement for installer certification that they did not use any non-compliant products.

1.2 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

B. Section 01 33 29.07 - Prohibited Content Installer Certification: Form for certifying that no non-compliant products were used.

C. Section 01 40 00 - Quality Requirements: Procedures for testing and certifications.

1.3 DEFINITIONS

A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
1. Interior paints and coatings applied on site.
2. Interior adhesives and sealants applied on site, including flooring adhesives.
3. Flooring.
4. Composite wood.
5. Products making up wall and ceiling assemblies.
6. Thermal and acoustical insulation.
7. Exterior applied products (for LEED Healthcare and Schools projects only).

B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
1. Interior paints and coatings applied on site.
2. Interior adhesives and sealants applied on site, including flooring adhesives.

C. Interior of Building: Anywhere inside the exterior weather barrier.

D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.

E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
1. Concrete.
2. Clay brick.
3. Metals that are plated, anodized, or powder-coated.
4. Glass.
5. Ceramics.
6. Solid wood flooring that is unfinished and untreated.

1.4 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.

B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2025.

C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.

D. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).

E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of installer's products, or 2) that such products used comply with these requirements.

1.6 QUALITY ASSURANCE

A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Report of laboratory testing performed in accordance with requirements.

B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.1 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
   1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
   2. Joint Sealants: SCAQMD 1168 Rule.
   3. Paints and Coatings: Each color; most stringent of the following:
      a. 40 CFR 59, Subpart D.
      b. 6 CRR-NY, Chapter III, Subpart A.
      c. SCAQMD 1113 Rule.
      d. CARB (SCM).

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

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SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination.

B. Examination, preparation, and general installation procedures.

C. Progress cleaning.

D. Protection of installed work.

E. System start-up.

F. Cleaning and protection.

G. Starting of systems and equipment.

H. Demonstration and instruction of Owner personnel.

I. Testing, adjusting and balancing.

J. Final cleaning.

K. Closeout procedures.

L. General requirements for maintenance service.

1.2 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.3 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.4 COORDINATION

A. See Section 01 10 00 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new 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.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. 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.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.4 PROGRESS CLEANING

A. All contractors shall be responsible for daily cleaning of work areas as described.

B. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

D. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

E. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

3.5 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.

G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.6 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.7 DEMONSTRATION AND INSTRUCTION

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.8 TESTING, ADJUSTING AND BALANCING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.9 FINAL CLEANING

A. The General trades Contractor shall employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer’s instructions.

B. Execute final cleaning operations before requesting inspection for certification of Substantial Completion.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

C. Use cleaning materials that are nonhazardous.

D. Clean interior and exterior glass, including mirrors, door glass, windows, and surfaces exposed to view. Polish transparent and glossy surfaces.
   1. Remove temporary labels, stains and foreign substances.
   2. Remove glazing compounds and other substances that are noticeable vision-obscuring materials.
   3. Replace chipped or broken glass and other damaged transparent materials.

E. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

F. Clean exposed exterior and interior hard surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted and soft surfaces.

G. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

H. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

I. Clean filters of operating equipment.

J. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even textured surface.

K. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 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. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
   3. 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 limited to:
      a. Affidavit of Release of Liens Form:
         1) From Contractor
         2) From Subcontractor(s)
         3) From Major Material Supplier(s)
      b. Affidavit of Payment of Debts and Claims Form:
         1) From Contractor
         2) From all tiers of Subcontractor(s)
      c. Consent of Surety for Final Payment.
      d. One (1) year warranty from date of Substantial Completion.
   4. Submit final record information.
   5. Complete final cleanup requirements, including touchup painting.
   6. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: Upon receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled 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. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
   2. Results of the completed inspection will form the basis of requirements for final acceptance.

3.11 FINAL ACCEPTANCE

A. Each Contractor shall submit, prior to requesting final inspection, written certification that:
   1. Work has been completed in accordance with contract documents, listing any exceptions.
   2. Project has been inspected for compliance with contract documents.
   3. Equipment and systems have been tested in the presence of the Construction Manager and are operational and video-taped instructions prepared and submittedthrough the Construction Manager to the Architect and Owner.
   4. Owner’s designated staff have been instructed on all equipment and systems and an Owner signed receipt furnished through the Construction Manager to the Architect.
   5. Operational and Maintenance Manuals have been submitted through the Construction Manager and reviewed by the Architect.

6. Owner has been furnished the specified warranties, guarantees and spare parts and an Owner signed receipt furnished to the Architect.
7. Project has been completed and is ready for final inspection.

B. If the Architect and Construction Manager considers the work complete in accordance with the requirements of the Contract Documents, the Contractor will submit his final requisition (including final changes to the Contract Sum) together with the following through the Construction Manager to the Architect.
1. Contractor’s Affidavit of Payments of Debts and Claims.
2. Contractor’s Release of Liens and Waiver of Liens.
3. Consent of Surety to Final Payment.
4. Evidence of continuing insurance coverage.

C. If the Architect and Construction Manager does not consider the work finally complete, the Contractor will be notified, in writing by the Architect with a copy to the Construction Manager, with the reasons stated.

D. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. 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. The Contractor shall achieve FINAL COMPLETION of all Work, including correction of punch list items, preparation and delivery of manuals, presentation of training and completion of final paper submissions not later than sixty (60) days following the Contract-scheduled Substantial Completion date. In the event the Contractor shall fail to achieve Final Completion in a timely manner in accordance with this provision, the Contractor and the Contractor’s Surety shall be liable for and shall reimburse the Owner for any and all Design Professional or Construction Manager fees, materials or expenses made necessary by the Contractor’s failure. Additional fees and expenses shall be charged by the Owner against any Final Payment due or which may become due the Contractor.

3.12 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities. Refer to Section 01 78 00 - Closeout Submittals.
1. Provide copies to Architect/Engineer.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Substantial Completion.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Accompany Project Coordinator on Contractor's preliminary final inspection.

H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

J. Submit final application for payment identifying total adjusted contract sum, previous payments and sum remaining due.

3.13 GENERAL REQUIREMENTS FOR MAINTENANCE SERVICE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

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SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
1. Aluminum and plastic beverage containers.
2. Corrugated cardboard.
3. Wood pallets.
4. Clean dimensional wood.
5. Land clearing debris, including brush, branches, logs, and stumps.
6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
7. Carpet, carpet cushion, carpet tile, and carpet remnants, both new and removed: DuPont (http://flooring.dupont.com) and Interface (www.interfaceinc.com) conduct reclamation programs.

E. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.

F. Methods of trash/waste disposal that are not acceptable are:
1. Burning on the project site.
2. Burying on the project site.
3. Dumping or burying on other property, public or private.
4. Other illegal dumping or burying.

G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 RELATED REQUIREMENTS

A. Section 01 25 00 - Substitution Procedures.

B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.

C. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

D. Section 01 60 00 - Product Requirements: Waste prevention requirements related to product substitutions.

E. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

F. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.3 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
   1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
   2. Submit Report on a form acceptable to Owner.
   3. Landfill Disposal: Include the following information:
      a. Identification of material.
      b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.

c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.

4. Incinerator Disposal: Include the following information:
   a. Identification of material.
   b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
   c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
5. Recycled and Salvaged Materials: Include the following information for each:
   a. Identification of material, including those retrieved by installer for use on other projects.
   b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
   c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
   e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
6. Material Reused on Project: Include the following information for each:
   a. Identification of material and how it was used in the project.
   b. Amount, in tons or cubic yards.
   c. Include weight tickets as evidence of quantity.
7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.1 PRODUCT SUBSTITUTIONS

A. See Section 01 60 00 and Section 01 25 00.

PART 3 EXECUTION

3.1 WASTE MANAGEMENT PROCEDURES

A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.

C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.

D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings.
   1. Prebid meeting.
   2. Preconstruction meeting.
   3. Regular job-site meetings.

E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project record documents.

B. Operation and maintenance data.

C. Warranties and bonds.

D. Spare Parts and Maintenance Products

1.2 RELATED REQUIREMENTS

A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
2. Submit draft of completed documents in electronic format 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
3. Submit one hard copy set and one electronic copy on thumb drive of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:
1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawingsand Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   3. Field changes of dimension and detail.
   4. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
   2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
1. Description of unit or system, and component parts.
2. Identify function, normal operating characteristics, and limiting conditions.
3. Include performance curves, with engineering data and tests.
4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Provide servicing and lubrication schedule, and list of lubricants required.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Provide control diagrams by controls manufacturer as installed.

L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports.

P. Additional Requirements: As specified in individual product specification sections.

3.5 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Product data, shop drawings, and other submittals.
      c. Operation and maintenance data.
      d. Field quality control data.
      e. Photocopies of warranties and bonds.
   4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

K. Electronic Format: Operation and maintenance data in electronic format shall be assembled and arranged as prescribed for hard copy manuals.
   1. All content shall be:
      a. In individual documents, using .pdf format.
      b. Organized into named folders.
      c. In a fully searchable format.
      d. Saved to high quality thumb drive.

3.6 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

3.7 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

END OF SECTION

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SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 SUMMARY

A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.

B. Training of Owner personnel in operation and maintenance is required for:
   1. Electrical systems and equipment.

C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:

1.2 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:

B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Submit not less than four weeks prior to start of training.
   2. Revise and resubmit until acceptable.
   3. Provide an overall schedule showing all training sessions.
   4. Include at least the following for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such a slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
   1. Include applicable portion of O&M manuals.
   2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
   3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Training Reports:
   1. Identification of each training session, date, time, and duration.
   2. Sign-in sheet showing names and job titles of attendees.
   3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.

1.3 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
   1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.

2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.

B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.

C. Demonstration may be combined with Owner personnel training if applicable.

D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.
2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.2 TRAINING - GENERAL

A. Conduct training on-site unless otherwise indicated.

B. Owner will provide classroom and seating at no cost to Contractor.

C. Provide training in minimum two hour segments.

D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
1. The location of the O&M manuals and procedures for use and preservation; backup copies.
2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
3. Typical uses of the O&M manuals.

F. Product- and System-Specific Training:
1. Review the applicable O&M manuals.
2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
4. Provide hands-on training on all operational modes possible and preventive maintenance.
5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.

6. Discuss common troubleshooting problems and solutions.
7. Discuss any peculiarities of equipment installation or operation.
8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
9. Review recommended tools and spare parts inventory suggestions of manufacturers.
10. Review spare parts and tools required to be furnished by Contractor.
11. Review spare parts suppliers and sources and procurement procedures.

G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

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SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
   1. Verify that the work is installed in accordance with Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists executed by Contractor are utilized to achieve this.
   2. Verify and document that functional performance is in accordance with Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Provider are utilized to achieve this.
   3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
   4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.

B. Commissioning, including Functional Tests, O&M documentation review, and training, is to occur after startup and initial checkout and be completed before Substantial Completion.

C. The Commissioning Provider directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Provider's responsibilities.

D. The Commissioning Provider is employed by Owner.

1.2 SCOPE OF COMMISSIONING

A. The following are to be commissioned:

   Building envelope:
   1. Thermal and moisture integrity.
   2. Air tightness.

   Electrical Systems:
   1. Lighting controls other than manual switches.

B. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.3 RELATED REQUIREMENTS

A. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.

1.4 REFERENCE STANDARDS

A. PECI (Samples) - Sample Forms for Prefunctional Checklists and Functional Performance Tests; Current Edition.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:

1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Provider, unless they require review by Architect; in that case, submit to Architect first.
2. Submit one copy to the Commissioning Provider, not to be returned.
3. Make commissioning submittals on time schedule specified by Commissioning Provider.
4. Submittals indicated as "Draft" are intended for the use of the Commissioning Provider in preparation of Prefunctional Checklists or Functional Test requirements; submit in editable .rtf or .docx electronic format.
5. As soon as possible after submittals made to Architect are approved, submit copies of approved submittals to Commissioning Provider.

B. Product Data: If submittals to Architect do not include the following, submit copies as soon as possible:
1. Manufacturer's product data, cut sheets, and shop drawings.
2. Manufacturer's installation instructions.
3. Startup, operating, and troubleshooting procedures.
4. Fan and pump curves.
5. Factory test reports.
6. Warranty information, including details of Owner's responsibilities in regard to keeping warranties in force.

C. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.

D. Startup Plans and Reports.

E. Completed Prefunctional Checklists.

PART 2 PRODUCTS

2.1 TEST EQUIPMENT

A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of Owner.

B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
3. Calibration: According to the manufacturer’s recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.

C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.

D. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
1. Dataloggers required for Functional Tests will be provided by the Commissioning Provider and will not become the property of Owner.

PART 3 EXECUTION

3.1 COMMISSIONING PLAN

A. Commissioning Provider will prepare the Commissioning Plan.
   1. Attend meetings called by the Commissioning Provider for purposes of completing the commissioning plan.
   2. Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.

B. Contractor is responsible for compliance with the Commissioning Plan.

C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.

D. Commissioning Schedule:
   1. Submit anticipated dates of startup of each item of equipment and system to Commissioning Provider within 60 days after award of contract.
   2. Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
   3. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
   4. Provide sufficient notice to Commissioning Provider for delivery of relevant Checklists and Functional Test procedures to avoid delay.

3.2 DOCUMENTATION IDENTIFICATION SYSTEM

A. Give each submitted form or report a unique identification; use the following scheme.

B. Type of Document: Use the following prefixes:
   1. Startup Plan: SP-.
   2. Startup Report: SR-.
   3. Prefunctional Checklist: PC-.
   4. Functional Test Procedure: FTP-.
   5. Functional Test Report: FTR-.

C. Component Number: Assign numbers sequentially, using 1, 2, or 3 digits as required to accommodate the number of units in the system.

D. Test, Revision, or Submittal Number: Number each successive iteration sequentially, starting with 1.

E. Example: PC-2320-001.2 would be the Prefunctional Checklist for equipment item 1 in the HVAC piping system, probably a pump; this is the second, revised submittal of this checklist.

3.3 STARTUP PLANS AND REPORTS

A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.

B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.

C. Submit directly to the Commissioning Provider.

3.4 PREFUNCTIONAL CHECKLISTS

A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
   1. No sampling of identical or near-identical items is allowed.

2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
3. Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
   a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
   b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
   c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
   d. Serial number of installed unit.
   e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer’s start-up checklist items and minor testing.
   f. Sensor and actuator calibration information.
4. PECI (Samples) found at http://www.peci.org/library/mcpgs.htm indicate anticipated level of detail for Prefunctional Checklists.

B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Provider is not required unless otherwise specified.
1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
4. If any Checklist line item is not relevant, record reasons on the form.
5. Contractor may independently perform startup inspections and/or tests, at Contractor's option.
6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
7. Submit completed Checklists to Commissioning Provider within 2 days of completion.
8. See Section 01 70 00 - Execution and Closeout Requirements for additional general startup requirements.

C. Commissioning Provider is responsible for furnishing the Prefunctional Checklists to Contractor.
1. Initial Drafts: Contractor is responsible for initial draft of Prefunctional Checklist where so indicated in Contract Documents.
2. Provide all additional information requested by Commissioning Provider to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
3. Commissioning Provider may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in Contract Documents or not.
4. When asked to review the proposed Checklists, do so in a timely manner.

D. Commissioning Provider Witnessing: Required for:
1. Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
2. A sampling of non-primary equipment, as allowed by the commissioning plan.

E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.
1. If difficulty in correction would delay progress, report deficiency to the Commissioning Provider immediately.

3.5 FUNCTIONAL TESTS

A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.

B. Contractor is responsible for execution of required Functional Tests, after completion of Prefunctional Checklist and before closeout.

C. Commissioning Provider is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.

D. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Provider will document the deficiency and the Contractor's stated intentions regarding correction.
   1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with Contract Documents or does not perform properly.
   2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Provider; the Commissioning Provider will reschedule the test, and the Contractor shall re-test.
   3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
   4. Contractor shall bear the cost of Owner and Commissioning Provider personnel time witnessing re-testing.
   5. Contractor shall bear the cost of Owner and Commissioning Provider personnel time witnessing re-testing if the test failed due to failure to execute the relevant Prefunctional Checklist correctly; if the test failed for reasons that would not have been identified in the Prefunctional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.

E. Functional Test Procedures:
   1. Some test procedures are included in Contract Documents; where Functional Test procedures are not included in Contract Documents, test procedures will be determined by the Commissioning Provider with input by and coordination with Contractor.
   2. Examples of Functional Testing:
      a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
      b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
      c. Systems are run through all the HVAC control system’s sequences of operation and components are verified to be responding as the sequence's state.
      d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Provider is Functional Testing.
   3. PECI (Samples) found at http://www.peci.org/library/mcpgs.htm indicated anticipated level of detail for Functional Tests.

F. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

3.6 SENSOR AND ACTUATOR CALIBRATION

A. Calibrate all field-installed temperature, relative humidity, carbon monoxide, carbon dioxide, and pressure sensors and gauges, and all actuators (dampers and valves) on this piece of equipment shall be calibrated. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated.

B. Calibrate using the methods described below; alternate methods may be used, if approved by Architect beforehand. See PART 2 for test instrument requirements. Record methods used on the relevant Prefunctional Checklist or other suitable forms, documenting initial, intermediate, and final results.

C. All Sensors:
1. Verify that sensor location is appropriate and away from potential causes of erratic operation.
2. Verify that sensors with shielded cable are grounded only at one end.
3. For sensor pairs that are used to determine a temperature or pressure difference, for temperature make sure they are reading within 0.2 degree F of each other, and for pressure, within tolerance equal to 2 percent of the reading, of each other.
4. Tolerances for critical applications may be tighter.

D. Sensors Without Transmitters - Standard Application:
1. Make a reading with a calibrated test instrument within 6 inches of the site sensor.
2. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
3. If not, install offset, calibrate or replace sensor.

E. Sensors With Transmitters - Standard Application.
1. Disconnect sensor.
2. Connect a signal generator in place of sensor.
3. Connect ammeter in series between transmitter and building automation system control panel.
4. Using manufacturer's resistance-temperature data, simulate minimum desired temperature.
5. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter.
6. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the building automation system.
7. Record all values and recalibrate controller as necessary to comply with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction.
8. Reconnect sensor.
9. Make a reading with a calibrated test instrument within 6 inches of the site sensor.
10. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
11. If not, replace sensor and repeat.
12. For pressure sensors, perform a similar process with a suitable signal generator.

F. Sensor Tolerances for Standard Applications: Plus/minus the following maximums:
1. Watthour, Voltage, Amperage: 1 percent of design.
2. Pressure, Air, Water, Gas: 3 percent of design.
3. Air Temperatures (Outside Air, Space Air, Duct Air): 0.4 degrees F.
4. Relative Humidity: 4 percent of design.
5. Barometric Pressure: 0.1 inch of Hg.
6. Flow Rate, Air: 10 percent of design.
7. Flow Rate, Water: 4 percent of design.
8. AHU Wet Bulb and Dew Point: 2.0 degrees F.

G. Critical Applications: For some applications more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.

H. Valve/Damper Stroke Setup and Check:
1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
2. Set pump/fan to normal operating mode.
3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
4. Command valve/damper to open; verify position is full open and adjust output signal as required.
5. Command valve/damper to a few intermediate positions.
6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).

I. Isolation Valve or System Valve Leak Check: For valves not associated with coils.
   1. With full pressure in the system, command valve closed.
   2. Use an ultra-sonic flow meter to detect flow or leakage.

3.7 TEST PROCEDURES - GENERAL

A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.

B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.

C. Sampling: Where Functional Testing of fewer than the total number of multiple identical or near-identical items is explicitly permitted, perform sampling as follows:
   1. Identical Units: Defined as units with same application and sequence of operation; only minor size or capacity difference.
   2. Sampling is not allowed for:
      a. Major equipment.
      b. Life-safety-critical equipment.
      c. Prefunctional Checklist execution.
   3. XX = the percent of the group of identical equipment to be included in each sample; defined for specific type of equipment.
   4. YY = the percent of the sample that if failed will require another sample to be tested; defined for specific type of equipment.
   5. Randomly test at least XX percent of each group of identical equipment, but not less than three units. This constitutes the "first sample."
   6. If YY percent of the units in the first sample fail, test another XX percent of the remaining identical units.
   7. If YY percent of the units in the second sample fail, test all remaining identical units.
   8. If frequent failures occur, the Commissioning Provider may stop the testing and require Contractor to perform and document a checkout of the remaining units prior to continuing testing.

D. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the “observation”).

E. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.

F. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.

G. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.

H. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.

I. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
   1. All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Provider's request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
   2. Other points will be monitored by the Commissioning Provider using dataloggers.

3. At the option of the Commissioning Provider, some control system monitoring may be replaced with datalogger monitoring.
4. Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
5. Graphical output is desirable and is required for all output if the system can produce it.
6. Monitoring may be used to augment manual testing.

3.8 BUILDING ENVELOPE COMMISSIONING

A. General: Comply with the following procedural requirements:

B. Verify that the building envelope has been sufficiently completed for testing to commence.

C. Conduct ongoing inspections as construction progresses to document satisfactory installation conditions. related to thermal and moisture integrity of the building envelope that become concealed upon completion of construction.

3.9 OPERATION AND MAINTENANCE MANUALS

A. See Section 01 78 00 - Closeout Submittals for additional requirements.

B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.

C. Submit manuals related to items that were commissioned to Commissioning Provider for review; make changes recommended by Commissioning Provider.

D. Commissioning Provider will add commissioning records to manuals after submission to Owner.

END OF SECTION