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67-15-01-04-0-007-007
67-15-01-04-0-007-008
67-15-01-04-2-002-001

1000 Pittsford-Victor Road
Pittsford, New York 14534
585-899-6180

Ithaca, New York
Farmingdale, New York
Princeton, New Jersey
Albany, New York
Syracuse, New York
Pittsford, New York

WARSAW CENTRAL SCHOOL DISTRICT

WARSAW, NEW YORK

PROJECT NO. 6627

RECONSTRUCTION AND ALTERATIONS TO

WARSAW ELEMENTARY SCHOOL
WARSAW MIDDLE/HIGH SCHOOL
BARN ANNEX

AUGUST 24, 2007

The engineer that has signed this document certifies that to the best of his knowledge, information and belief, the asbestos plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code, Construction Standards of the Commissioner of Education, New York State Department of Labor Part 56 of Title 12, and the United States Environmental Protection Agency Asbestos Hazard Emergency Response ACT Regulations. Christopher Paul Lopez is accredited by the EPA and New York State under AHERA Regulations as an Asbestos Project Designer (Asbestos Handling Certificate Number AH 05-00040).

The undersigned certifies that to the best of his knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code and Construction Standards of the Education Department.

SET NO. _____

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PLEASE NOTE

All **sections** of the following **TECHNICAL SPECIFICATIONS** of this Project Manual are sequentially numbered, beginning with Page 1 and concluding with the last numbered page bearing the marking " -- END OF SECTION --".

Sections may include additional attachments as noted in following list of technical specification sections.

This does not apply to the Bidding Requirements and Conditions of the Contract listed above.

There are no unused page numbers.

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All drawings dated August 29, 2007.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that sealed proposals in duplicate are sought and requested by the Board of Education, Warsaw Central School District (hereinafter called "Owner"), for the Alterations to the Middle/High School, Elementary School, Barn Annex.

Separate Bids are requested for Prime Contracts for:

General Work
Electric Work
Site Work
Technology Work

in accordance with Drawings, Project Manual, and other Bidding and Contract Documents prepared by:

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a
Thomas Associates Architects + Engineers
1000 Pittsford-Victor Road
Pittsford, New York 14534

A Pre-Bid conference for all Bidders will be held in Warsaw Elementary School Auditorium at 2:00 P.M. on Thursday, February 7, 2008, for the purpose of considering questions posed by Bidders.

Sealed bids will be received by the Owner until 2:00 P.M., local time, Tuesday, February 26, 2008 in the Superintendent's Office, Warsaw Central School District, 153 West Buffalo Street, Warsaw, New York 14569. At 2:00 P.M., local time, Tuesday, February 26, 2008, in the Warsaw Elementary School Auditorium, all bids will be opened and publicly read aloud.

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

Construction Exchange of Buffalo & Western NY, 625 Ensminger Road, Tonawanda, NY 14150
McGraw Hill Construction/Dodge, 320 North Goodman Street, Rochester, NY 14607
McGraw Hill Construction/Dodge, 5500 Main St., Williamsville, NY 14221
Rochester Builders Exchange, 180 Linden Oaks, Suite 100, Rochester, NY 14625
McGraw Hill Construction/Dodge, 4 Adler Drive, East Syracuse, New York 13057
Southern Tier Builders Association, 65 E. Main. St., Falconer, NY 14733
Warsaw Central School District, 153 West Buffalo Street, Warsaw, NY 14569
Bovis Lend Lease, LMB., 382 Main Street, East Aurora, NY 14052
Thomas Associates Architects + Engineers, 1000 Pittsford-Victor Road, Pittsford, New York 14534

Copies of said documents may be obtained from Thomas Associates Architects + Engineers at the following address, by Bidders for Prime Contract Work upon payment of a deposit of \$ 75.00 for each complete set and a separate, non-refundable \$ 50.00 shipping and handling payment for each set.

Thomas Associates Architects + Engineers
1000 Pittsford-Victor Road
Pittsford, New York 14534
585-899-6180

Partial sets or sections of the Contract Documents for use by subcontractors may be obtained from the Architect upon making a written request listing the drawing numbers and Project Manual sections desired, and upon payment equal to the cost of duplicating same; no part of such payment shall be refunded. Subcontractors obtaining partial sets or sections of the Contract Documents are advised that they remain responsible for all information contained in the complete set of Contract Documents.

All Prime Contract Bidders who have paid the aforesaid deposit for an entire set of Bidding and Contract Documents; have submitted a bid with required bid security; and return such sets to the Architect in GOOD CONDITION within thirty (30) calendar days after the award of contract or rejection of bids, shall receive a refund of the full amount of such deposit for one (1) set. Partial reimbursement, in an amount equal to full deposit less actual cost of Bidding and Contract Document reproduction for one (1) set, shall be made for the return of all other sets in GOOD CONDITION within thirty (30) calendar days after award of contracts or rejection of bids.

All checks for sets of Bidding and Contract Documents, complete or partial, shall be made payable to the Architect.

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 INSTRUCTION TO BIDDERS. The Owner may, at its discretion, waive informalities in bids, but is not obligated to do so, nor does it represent that it will do so. The Owner also reserves the right to reject any and all bids. Under no circumstances will the Owner waive any informality that, 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 to error is claimed by the Bidder in accordance with INSTRUCTIONS TO BIDDERS.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 PROJECT AND BID INFORMATION

1. Project Title Warsaw Central School District 2007 Capital Project
2. Owner: Board of Education of Warsaw Central School District

153 West Buffalo Street
Warsaw, New York 14569-1295
3. Bid Opening Date and Time: Tuesday, February 26, 2008 at 2:00 P.M., local time.
4. Bids received at the following location until Bid Opening Date and Time stated above:

Superintendent's Office
Warsaw Central School District
153 West Buffalo Street
Warsaw, New York 14569-1295
5. Bidders are invited to submit Bids for any, or all, of the following Prime Contracts.
 - a. General Work
 - b. Electric Work
 - c. Site Work
 - d. Technology Work
6. Access to the Site: Bidders will be permitted access to the site prior to the scheduled Bid Opening Date and Time on Monday through Friday from 9:00 A.M. until 3:30 P.M., except legal holidays.
 - a. Contact Owner's representative identified below prior to arriving at the site to arrange access to the site prior to the scheduled Bid Opening Date and Time.
 - b. Owner's Representative:
 - (1) Name: Mr. Joe Kral
 - (2) Title: Superintendent of Buildings and Grounds
Address: Warsaw Central School District, 153 West Buffalo Street, Warsaw, New York 14569
 - (3) Telephone: (585) 786-8000 x2107.
7. Pre-Bid Conference: A Pre-Bid conference for all Bidders will be held at the following location at the specified time and date for the purpose of considering questions posed by Bidders.
 - a. Date and Time: Thursday, February 7, 2008 at 2:00 P.M., local time.
 - b. Location: Warsaw Elementary School Auditorium
Warsaw Central School District
153 West Buffalo Street
Warsaw, New York 14569

ARTICLE 2 DEFINITIONS

1. Definitions set forth in General Conditions of the Contract for Construction, AIA Document A201/CMa, or in other Contract Documents are applicable to the Bidding Documents.
2. Bidding Documents: Refer to Article 4, Paragraph 1 below.

3. Addenda: Written or graphic instruments issued by Architect prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
4. Bid: Complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - a. Base Bid: Sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums in Alternates.
 - b. Alternate: Amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
 - c. Unit Price: Amount stated in the Bid as price per unit of measurement for materials, equipment or service or a portion of the Work as described on the Bidding documents as described on the Bidding Documents.
5. Bidder: Person or entity who submits a bid.

ARTICLE 3 BIDDING PROCEDURES

1. Form of Bids: Complete each Bid Form provided, in triplicate, with all blank spaces for Base Bid prices, Unit Prices, and Alternate prices completed in ink, or typewritten, in both words and figures.
 - a. Complete and submit with the Bid Form, in triplicate, the following attachments:
 - (1) Non-Collusive Bidding Certification
 - (2) Certified Corporate Resolution
 - (3) Contractor's Qualification Statement, AIA Document A305
2. Bid Security
 - a. Submit, with the Bid, bid security in the amount of 5 percent of the Bid in any of the following forms:
 - (1) Cash,
 - (2) Certified check, payable to the Owner, or
 - (3) Bid Bond, payable to the Owner, on AIA Document A310 "Bid Bond", duly executed by the Bidder as principal and with a surety company approved by the Owner. Submit, with each bond, certified copy of "power of attorney" for each attorney-in-fact who signs bond. Submit 3 copies of Bid Bond.
 - b. After the Bid Opening, bid security will be returned to all bidders, except the 3 lowest bidders, within 3 days.
 - (1) Bid security of 3 lowest bidders will be returned within 48 hours after the Owner and the accepted Bidder have executed the Owner/Contractor Agreement.
 - (2) If the Owner/Contractor Agreement has not been executed within 45 days after the Bid Opening, bid security of the 3 lowest bidders will be returned upon demand of the Bidder so long as he has not been notified of the acceptance of his Bid.
 - c. Upon failure or refusal to submit Performance Bond and Labor and Material Bond Specified in General Conditions and to execute the Owner/Contractor Agreement within 10 days after notification of acceptance of his Bid, the accepted Bidder shall be deemed to have abandoned the Contract and his bid security will be forfeited to the Owner.

3. Submission of Bids: Submit each Bid in sealed envelope bearing name and address of Bidder, name of Project on outside, and what Prime Contract the bid is for. Deliver all Bids to location specified above no later than Bid Opening Date and Time specified above. All bids received after Bid Opening Date and Time shall be returned to the respective Bidders unopened.
4. Withdrawal of Bid
 - a. Any Bid may be withdrawn prior to the Bid Opening Date and Time specified above or authorized postponement.
 - b. Bids may not be withdrawn before 45 days after Bid Opening Date and Time, unless the Bidder claims a mistake or error.
 - (1) If a Bidder claims to have made a mistake or error in his Bid, he shall deliver to the Architect within 3 days after the Bid Opening and Time, a written notice describing in detail the nature of the mistake or error with documentary evidence or proof.
 - (2) Failure to deliver notice and evidence or proof specified above within specified time period shall constitute a waiver of Bidder's right to claim error or mistake.
 - (3) Upon receipt of specified notice and evidence or proof within specified time period, the Architect and Owner shall determine if an excusable error or mistake has been made; and, if so, the Owner may permit the Bid to be withdrawn. The determination of the Owner shall be conclusive upon the Bidder, his surety, and all who claim rights under the Bidder.

ARTICLE 4 BIDDING DOCUMENTS

1. Definition of Bidding Documents: Includes Bidding Requirements and Proposed Contract Documents.
 - a. Bidding Requirements - Consist of the following:
 - (1) Notice to Bidders
 - (2) Instructions to Bidders
 - (3) Bid Form with attachments
 - (4) Contractor's Qualification Statement
 - (5) Contractor's Subcontract List
 - (6) Price Listing
 - b. Proposed Contract Documents - Consist of the following:
 - (1) Form of Agreement between Owner and Contractor
 - (2) Conditions of the Contract (General Conditions, Supplementary Conditions, and other conditions)
 - (3) Division 1 - General Requirements
 - (4) Technical Specifications (Division 2 through Division 18)
 - (5) Drawings
 - (6) All Addenda issued prior to execution of the Contract.
2. Copies: Refer to Notice to Bidders for information regarding obtaining copies of Bidding Documents.
3. Interpretation or Correction of Bidding Documents
 - a. Submit requests for interpretation of the meaning of the plans, specifications or other Bidding Documents to the Architect in writing USING PRE-BID QUESTION FORM (INSTRUCTIONS TO BIDDERS ATTACHMENT #1) not less than 7 working days prior to the specified Bid Opening Date and Time.

- b. Interpretations or corrections to Bidding Documents will be issued in the form of written Addenda to the Project Manual and Drawings as specified below. The Architect will make no interpretation or correction to any Bidder orally.
- 4. Addenda: Written or graphic instruments issued by Architect prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - a. Addenda will be mailed to all Bidders by certified mail, return receipt requested, no later than 96 hours prior to the specified Bid Opening Date and Time. All addenda so issued shall become part of the proposed Contract Documents.
 - b. Failure of any Bidder to receive any such Addendum by reason of not having provided the Architect with the proper address and responsible person to whom such Addendum should be transmitted shall not relieve the Bidder from any obligation required by the Addendum.
- 5. Equivalents and Substitutions: The use of manufacturer's brand names, catalog numbers, and similar proprietary identifying data in the Contract Documents is intended to establish a standard of quality, appearance, and function for those items. It is not the intention of the Owner or the Architect to eliminate from consideration products that are equivalent in quality, appearance and function to those specified.
 - a. Refer to General Conditions of the Contract and SECTION 01250 – Substitution Procedures.

ARTICLE 5 BIDDER'S REPRESENTATIONS

- 1. By submitting a Bid at the specified Bid Opening Date and Time, each Bidder represents that he:
 - a. Has visited and thoroughly inspected the site and has fully informed himself of the conditions relating to the Project,
 - b. Has received, read, and is thoroughly familiar with the Contract Documents and any Addenda issued,
 - c. And has prepared his Bid based on the materials, equipment and systems specified on the Contract Documents or equivalents.
- 2. Failure to have taken the actions described in Paragraph 1 of this article will not relieve a successful Bidder of his obligation to complete the Work of his Prime Contract as specified in the Contract Documents.
- 3. Insofar as possible, the Bidder agrees to employ such means and methods in carrying out Work of his Prime Contract as will not cause any interruptions of, or interference with, the Work of any other Prime Contractor on this Project or any other project being accomplished at the site.
- 4. Bidders are warned that the General and Supplementary Conditions and other provisions of the Contract Documents will be rigidly enforced.

ARTICLE 6 CONSIDERATION OF BIDS

- 1. Opening of Bids: At the Bid Opening Date and Time specified above, all bids received will be publicly opened and read aloud.
- 2. Rejection of Bids
 - a. The Owner requires that all Bids comply with the specified bidding requirements. However, the Owner may, at its discretion, waive informalities in Bids; but is not obligated to do so and does not represent that he will do so. Under no circumstances will the Owner waive any informalities which would give one Bidder substantial advantage or benefit not enjoyed by all Bidders.

- b. The Owner reserves the right, if in its judgment the public interest will be promoted thereby, to reject any and all Bids not deemed in the best interests of the Owner, and to reject as "informal" any bids as, in its opinion, are incomplete, conditional, obscure, or contain irregularities of any kind.
 - c. In rejecting a Bid, the Owner does not forfeit its right to accept the Bid of an individual Bidder for any other prime contract contained in this Project; and the rejection of a Bid is not necessarily a finding by the Owner of any facts or circumstances which would preclude that Bidder from bidding on future projects, or from being an acceptable subcontractor on any portion of this Project.
3. Acceptance of Bid (Award): The contracts for each Prime Contract will be awarded to the responsible Bidder whose Bid complies with all conditions to render it formal, who is able to furnish approved surety bonds, and whose Bid is the lowest number of dollars as defined below.
- a. Lowest Bid may be Base Bid for individual Prime Contract plus any Alternates the Owner desires to accept.
 - b. In the event there is a discrepancy between the Bid written in words and the Bid written in figures, the Bid in words shall govern. Bid Forms without the Bid written in words will not be accepted.
 - c. If the acceptance of Alternates does not change the Low Bid, the Owner retains the right to accept any, or all, Alternates within 45 days after the date of award of the Contract.
4. Acceptance of Bid (Award): The contracts for each Prime Contract will be awarded to the responsible Bidder whose Bid complies with all conditions to render it formal, who is able to furnish approved surety bonds, and whose Bid is the lowest number of dollars.
- a. In the event there is a discrepancy between the Bid written in words and the Bid written in figures, the Bid in words shall govern. Bid Forms without the Bid written in words will not be accepted.

ARTICLE 7 POST-BID INFORMATION

1. Contractor's Qualifications
- a. The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work.
 - b. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
 - c. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein,
2. Owner's Financial Capability: Successful Bidders shall submit requests to Owner for information regarding Owner's financial arrangements for this Project in accordance with Article 2, Paragraph 2.2.1 of General Conditions no later than 30 days after the specified Bid Opening Date and Time.
3. Post-Bid Submittals
- a. Three low bidders shall submit following completed forms no later than 72 hours after the specified Bid Opening Date and Time:
 - (1) Price Listing: For convenience of Owner's preliminary analysis of the bids, provide figures in the Price Listing form representing the estimated costs included in the Base Bid price for the itemized work.
 - (2) Contractor's Subcontractor List

ARTICLE 8
PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements

- a. The successful Bidder shall furnish and maintain a Performance Bond and Labor and Material Bond in the amount of at least 100 percent of the Contract Amount with all premiums therefore paid by Bidder.
- b. The surety for these bonds shall be a duly authorized surety company, licensed to do business in the state where the Project is located, and listed in the latest issue of the U.S. Treasury Circular 570. The sufficiency of the bonds is subject to the approval of the Owner, and bonds that are deemed insufficient by the Owner may be rejected.
- c. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign the bond.

2. Time of Delivery and Form of Bonds

- a. Deliver required bonds prior to beginning construction activity at the site, but no later than 7 days after execution of the Contract. Submit 3 copies of the Bonds.
- b. Use AIA Document A312, Performance Bond and Payment Bond with deletions, unless otherwise approved by Owner.

ARTICLE 9
MISCELLANEOUS PROVISIONS

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

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

- (1) LL '220, subd. 2: Eight-hour day, 40-hour week
- (2) LL '220, subd. 3 and LL '220-d: Minimum wage rates and supplements
- (3) LL '220-3: Anti-discrimination
- (4) LL '222-a: Elimination of dust hazard
- (5) GML '103: Equivalencies
- (6) GML '103: Background investigation to determine "responsible bidder"
- (7) GML '103-d: Non-collusive bidding certificate
- (8) GML '106-b: Payment of contractors and subcontractors
- (9) GML '108: Worker's compensation insurance
- (10) GML '109: Non-assignment of public contracts

2. Time of Completion: Refer to SECTION 01320 – Construction Schedules

END OF SECTION

INSTRUCTIONS TO BIDDERS ATTACHMENT #1: PRE-BID QUESTION FORM



T + Project No. 6627

Date:

Project Name: Warsaw Central School District 2007 Capital Project

Contact Person: Rick Perry

Phone: (585) 899-6180

Fax: (585) 899-6184

Question Pertains to:

Drawing Numbers:

Plan Area:

Room Number:

Drawing Detail Numbers:

Specification Sections:

Question: (Please be specific)

Bidder Name:

Bidder Address:

Bidder Fax No.

Signature:

In the event that this question requires clarification or modification of the bid documents, such written information can ONLY be provided by formal addendum, distributed to ALL PLAN HOLDERS.



Thomas Associates

Architects + Engineers

1000 Pittsford-Victor Rd.
Pittsford, NY 14534
585-899-6180

Ithaca, New York
Farmingdale, New York
Albany, New York
Newark, New Jersey
Princeton, New Jersey
Syracuse, New York

Bovis Lend Lease LMB, Inc.
382 Main Street
East Aurora, NY 14052
716-853-0660

BID FROM (Bidder's Name) : _____

(Address) : _____

Bidder's Telephone : _____

Bidder's Facsimile (Fax) : _____

Bidder's E-mail Address : _____
(if applicable)

**Bid
Form
GC**

BID FORM **(Submit in Triplicate)**

PRIME CONTRACT: GENERAL WORK

PROJECT TITLE: WARSAW CAPITAL PROJECT

DOCUMENT DATE: August 22, 2007

PROJECT NO.: 6627

BID TO (Owner): Warsaw Central School District
153 West Buffalo St
Warsaw, NY 14569

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:

(words)

(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.

Refer to SECTION 01210 - Allowances for description of cash allowances to be included in the BASE BID above. Contractor to include in the base bid an allowance of \$15,200.00 for contingency allowance as outlined in spec. section 01210. The overhead and profit for this allowance is to be included in the base bid.

ALTERNATES

Indicate in the spaces provided below the amount to be **added to** or the amount to be **deducted from** (as applicable) the BASE BID if the Owner accepts the following alternates described in SECTION 01230 of Project Manual.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required by acceptance of the ALTERNATE. Refer to INSTRUCTIONS TO BIDDERS and SECTION 01230 for additional information regarding Alternates.

ALTERNATE NO. G-1 – THE BIDDER SHALL STATE THE AMOUNT TO BE ADDED TO THE BASE BID TO PROVIDE FOUR (4) PANELS WITH SINGLE PASS DOORS AND SELF-ILLUMINATING EXIT SIGNS, AND END PANELS TO SEAL AGAINST WALLS IN MIDDLE/HIGH SCHOOL ROOM NUMBER 208 INDICATED IN PROJECT MANUAL SECTION 10650.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

LIST OF ADDENDA RECEIVED

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

ATTACHMENTS

Enclosed with this BID are the following attachments:

1. Attachment #1 - Non-Collusive Bidding Certificate
2. Attachment #2 - Certified Corporate Resolution

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.

This 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 (Corporate Officer)
(	)	
(	)	
(	)	
(	)	DATE: _____

BID FORM ATTACHMENT #1

GENERAL CONDITIONS TO BID

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (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) 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 in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

(Corporation)

Dated: _____ By _____
(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

BID FORM ATTACHMENT #2
CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the general municipal law as to the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

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

_____ at a meeting of its board of directors held on the
_____ day of _____ 200__.

(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

Thomas Associates

Architects + Engineers

1000 Pittsford-Victor Rd.
Pittsford, NY 14534
585-899-6180

Ithaca, New York
Farmingdale, New York
Albany, New York
Newark, New Jersey
Princeton, New Jersey
Syracuse, New York

Bovis Lend Lease LMB, Inc.
382 Main Street
East Aurora, NY 14052
716-853-0660

BID FROM (Bidder's Name) : _____

(Address) : _____

Bidder's Telephone : _____

Bidder's Facsimile (Fax) : _____

Bidder's E-mail Address : _____
(if applicable)

**Bid
Form
EC**

BID FORM (Submit in Triplicate)

PRIME CONTRACT: ELECTRICAL WORK

PROJECT TITLE: WARSAW CAPITAL PROJECT

DOCUMENT DATE: August 22, 2007

PROJECT NO.: 6627

BID TO (Owner): Warsaw Central School District
153 West Buffalo St
Warsaw, NY 14569

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:

(words)

(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.

Refer to SECTION 01210 - Allowances for description of cash allowances to be included in the BASE BID above. Contractor to include in the base bid an allowance of \$30,200.00 for contingency allowance as outlined in spec. section 01210. The overhead and profit for this allowance is to be included in the base bid.

ALTERNATES

Indicate in the spaces provided below the amount to be **added to** or the amount to be **deducted from** (as applicable) the BASE BID if the Owner accepts the following alternates described in SECTION 01230 of Project Manual.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required by acceptance of the ALTERNATE. Refer to INSTRUCTIONS TO BIDDERS and SECTION 01230 for additional information regarding Alternates.

ALTERNATE NO. E-1 – REPLACE EXISTING LIGHT FIXTURES IN AUXILIARY GYMNASIUM WITH NEW FLUORESCENT FIXTURES AS SHOWN ON DRAWING E209

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. E-2 – PROVIDE FIBER OPTIC CABLING BETWEEN ELEMENTARY SCHOOL AND HIGH SCHOOL AS SHOWN ON THE ELECTRICAL DRAWINGS AND DETAILED IN THE PROJECT MANUAL

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. E-3 – PROVIDE COAXIAL CABLING MODIFICATIONS AND ADDITIONS AS SHOWN ON THE ELECTRICAL DRAWINGS AND DETAILED IN THE PROJECT MANUAL

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

LIST OF ADDENDA RECEIVED

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

ATTACHMENTS

Enclosed with this BID are the following attachments:

1. Attachment #1 - Non-Collusive Bidding Certificate
2. Attachment #2 - Certified Corporate Resolution

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.

This 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 (Corporate Officer)
(	)	
(	)	
(	)	DATE: _____

BID FORM ATTACHMENT #1

GENERAL CONDITIONS TO BID

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (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) 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 in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

(Corporation)

Dated: _____ By _____
(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

BID FORM ATTACHMENT #2
CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the general municipal law as to the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

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

_____ at a meeting of its board of directors held on the
_____ day of _____ 200__.

(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

Thomas Associates

Architects + Engineers

1000 Pittsford-Victor Rd.
Pittsford, NY 14534
585-899-6180

Ithaca, New York
Farmingdale, New York
Albany, New York
Newark, New Jersey
Princeton, New Jersey
Syracuse, New York

Bovis Lend Lease LMB, Inc.
382 Main Street
East Aurora, NY 14052
716-853-0660

BID FROM (Bidder's Name) : _____

(Address) : _____

Bidder's Telephone : _____

Bidder's Facsimile (Fax) : _____

Bidder's E-mail Address : _____
(if applicable)

**Bid
Form
SC**

BID FORM (Submit in Triplicate)

PRIME CONTRACT: SITE WORK

PROJECT TITLE: WARSAW CAPITAL PROJECT

DOCUMENT DATE: August 22, 2007

PROJECT NO.: 6627

BID TO (Owner): Warsaw Central School District
153 West Buffalo St
Warsaw, NY 14569

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:

(words)

(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.

Refer to SECTION 01210 - Allowances for description of cash allowances to be included in the BASE BID above. Contractor to include in the base bid an allowance of \$30,200.00 for contingency allowance as outlined in spec. section 01210. The overhead and profit for this allowance is to be included in the base bid.

ALTERNATES

Indicate in the spaces provided below the amount to be **added to** or the amount to be **deducted from** (as applicable) the BASE BID if the Owner accepts the following alternates described in SECTION 01230 of Project Manual.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required by acceptance of the ALTERNATE. Refer to INSTRUCTIONS TO BIDDERS and SECTION 01230 for additional information regarding Alternates.

ALTERNATE NO. L-1 - REMOVE EXISTING ASPHALT TO FULL DEPTH AT SOUTH END OF ELEMENTARY SCHOOL MAIN PARKING LOT AND REPLACE WITH HEAVY DUTY ASPHALT ON EXISTING AGGREGATE BASE. REFER TO DRAWING L101 AND PROJECT MANUAL SECTION 02745, ASPHALT PAVEMENT.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. L-2 - PROVIDE WALK-DUTY ASPHALT PAVING IN LIEU OF CONCRETE PAVING AT ELEMENTARY SCHOOL WALK TO PLAYGROUND. REFER TO DRAWING L101 AND PROJECT MANUAL SECTION 02745, ASPHALT PAVEMENT.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. L-3 - PROVIDE NEW LONG JUMP/TRIPLE JUMP PIT AND LINESTRIPED RUNWAY ADJACENT TO EXISTING LONG JUMP/TRIPLE JUMP RUNWAY, INCLUDING RESILIENT SURFACING PATCHING AND REPAIR. REFER TO DRAWING L200 AND PROJECT MANUAL SECTION 02792, RUNNING TRACK SURFACES.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. L-4 - BALL STOPPER NET SYSTEM - PROVIDE UPRIGHTS, NETTING AND SLEEVES FOR BALL STOPPER NET SYSTEM AT BOTH D-ZONES. REFER TO DRAWING L201 AND PROJECT MANUAL SECTION 02885, ATHLETIC FIELD EQUIPMENT.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. L-5 - PROVIDE ASPHALT TOPCOURSE AND LINSTRIPING AT HIGH SCHOOL REAR PARKING LOT AND DRIVE AT LINWOOD AVENUE. INCLUDE RAISING ALL EXISTING STRUCTURES WITHIN PAVEMENT INCLUDING BUT NOT LIMITED TO MANHOLES, CATCH BASINS, UTILITY BOXES, ETC. TO BE FLUSH WITH NEW PAVEMENT SURFACE. REFER TO DRAWING L300 AND PROJECT MANUAL SECTION 02745, ASPHALT PAVING.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. T-1 - SYNTHETIC TURF TYPE B: PROVIDE TURF TYPE B IN LIEU OF BASE BID TURF TYPE A. REFER TO PROJECT MANUAL SECTION 02791, SYNTHETIC GRASS SYSTEMS.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. T-2 - SYNTHETIC TURF TYPE C: PROVIDE TURF TYPE C IN LIEU OF TURF TYPE A. REFER TO PROJECT MANUAL SECTION 02791, SYNTHETIC GRASS SYSTEMS.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. T-3 - SYNTHETIC TURF END ZONE LETTERING - PROVIDE THE LETTERS "WARSAW" AT THE SOUTH FOOTBALL FIELD END ZONE AND "TIGERS" AT THE NORTH END ZONE. REFER TO DRAWING L202 AND PROJECT MANUAL SECTION 02791, SYNTHETIC GRASS SYSTEMS.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. T-4 - SYNTHETIC TURF UNDERLAYMENT PAD: PROVIDE UNDERLAYMENT PAD FOR ENTIRE SYNTHETIC TURF FIELD. REFER TO PROJECT MANUAL SECTION 02791, SYNTHETIC GRASS SYSTEMS.

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

LIST OF ADDENDA RECEIVED

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

ATTACHMENTS

Enclosed with this BID are the following attachments:

1. Attachment #1 - Non-Collusive Bidding Certificate
2. Attachment #2 - Certified Corporate Resolution

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.

This 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 (Corporate Officer)
(	)	
(	)	
(	)	
(	)	DATE: _____

BID FORM ATTACHMENT #1

GENERAL CONDITIONS TO BID

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (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) 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 in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

(Corporation)

Dated: _____ By _____
(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

BID FORM ATTACHMENT #2
CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the general municipal law as to the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

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

_____ at a meeting of its board of directors held on the
_____ day of _____ 200__.

(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

Thomas Associates

Architects + Engineers

1000 Pittsford-Victor Rd.
Pittsford, NY 14534
585-899-6180

Ithaca, New York
Farmingdale, New York
Albany, New York
Newark, New Jersey
Princeton, New Jersey
Syracuse, New York

Bovis Lend Lease LMB, Inc.
382 Main Street
East Aurora, NY 14052
716-853-0660

BID FROM (Bidder's Name) : _____

(Address) : _____

Bidder's Telephone : _____

Bidder's Facsimile (Fax) : _____

Bidder's E-mail Address : _____
(if applicable)

**Bid
Form
TC**

BID FORM (Submit in Triplicate)

PRIME CONTRACT: TECHNOLOGY WORK

PROJECT TITLE: WARSAW CAPITAL PROJECT

DOCUMENT DATE: August 22, 2007

PROJECT NO.: 6627

BID TO (Owner): Warsaw Central School District
153 West Buffalo St
Warsaw, NY 14569

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:

(words)

_____ (_____)
(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.

ALTERNATES

Indicate in the spaces provided below the amount to be **added to** or the amount to be **deducted from** (as applicable) the BASE BID if the Owner accepts the following alternates described in SECTION 01230 of Project Manual.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of Work specified in Contract Documents, and additional work required by all trades that may be required by acceptance of the ALTERNATE. Refer to INSTRUCTIONS TO BIDDERS and SECTION 01230 for additional information regarding Alternates.

ALTERNATE NO. TE1 – PROVIDE CLASSROOM SOUND ENHANCEMENT SYSTEMS AS SHOWN ON THE ELECTRICAL DRAWINGS AND DETAILED IN THE PROJECT MANUAL

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

ALTERNATE NO. TE2 – PROVIDE INTERACTIVE WHITE BOARD TYPE B IN LIEU OF BASE BID INTERACTIVE WHITE BOARD AS SHOWN ON THE ELECTRICAL DRAWINGS AND DETAILED IN THE PROJECT MANUAL

ADD TO the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

OR

DEDUCT FROM the BASE BID the sum of:

_____ (\$ _____)
(Words) (Figures)

LIST OF ADDENDA RECEIVED

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

ATTACHMENTS

Enclosed with this BID are the following attachments:

1. Attachment #1 - Non-Collusive Bidding Certificate
2. Attachment #2 - Certified Corporate Resolution

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.

This 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 (Corporate Officer)
(	)	
(	)	
(	)	
(	)	DATE: _____

BID FORM ATTACHMENT #1

GENERAL CONDITIONS TO BID

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (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) 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 in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

(Corporation)

Dated: _____ By _____
(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

BID FORM ATTACHMENT #2

CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the general municipal law as to the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

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

_____ at a meeting of its board of directors held on the
_____ day of _____ 200__.

(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

AIA[®] Document A310[™] – 1970

Bid Bond

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

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

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

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

Warsaw Central School District
153 West Buffalo Street
Warsaw, New York 14569

as Obligee, hereinafter called the Obligee, in the sum of \$ _____, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Warsaw Central School District Capital Project

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

Signed and sealed this day of ,

_____	_____	_____
(Witness)	(Principal)	(Seal)
_____	_____	_____
	(Title)	
_____	_____	_____
(Witness)	(Surety)	
_____	_____	_____
	(Title)	(Seal)

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

NAME OF PROJECT (if applicable): Warsaw Central School District Capital Project

TYPE OF WORK (file separate form for each Classification of Work):

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of 20-20

Notary Public:

My Commission Expires:

PROJECT NO. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

**PRICE
LIST
GC**

PRICE LISTING

PRIME CONTRACT: G1 – GENERAL WORK

For the convenience of the Owner's preliminary analysis of the BID, itemize (in figures) the Work included in the BASE BID sum in accordance with the following categories:

Middle/High School Door Hardware \$ _____

Elementary School Door Hardware \$ _____

Elementary School Roofing \$ _____

Elementary School Floor Finishes \$ _____

Elementary School Stage Rigging \$ _____

Elementary School Asbestos Removal \$ _____

Barn Annex Roofing, Flashing and Sheet Metal \$ _____

Barn Annex Asbestos Removal \$ _____

PROJECT NO. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

PRICE LISTING

PRIME CONTRACT: E1 – ELECTRIC WORK

For the convenience of the Owner's preliminary analysis of the BID, itemize (in figures) the Work included in the BASE BID sum in accordance with the following categories:

Middle/High School Telecommunications System \$ _____

Middle/High School Integrated Security Management System \$ _____

Elementary School Telecommunications System \$ _____

Elementary School Integrated Security Management System \$ _____

PROJECT NO. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

PRICE LISTING

PRIME CONTRACT: S1 – SITE WORK

For the convenience of the Owner's preliminary analysis of the BID, itemize (in figures) the Work included in the BASE BID sum in accordance with the following categories:

Middle/High School Athletic Field Installation..... \$ _____
Elementary School Asphalt Concrete Paving..... \$ _____
Elementary School Concrete Walks and Curbs \$ _____
Elementary School Fence and Guardrail \$ _____

PROJECT NO. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

PRICE LISTING

PRIME CONTRACT: T1 – TECHNOLOGY WORK

For the convenience of the Owner's preliminary analysis of the BID, itemize (in figures) the Work included in the BASE BID sum in accordance with the following categories:

Middle/High School Technology..... \$ _____

Elementary School Technology..... \$ _____

PROJECT NO. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

CONTRACTOR'S SUBCONTRACTOR LIST

PRIME CONTRACT: G1 – GENERAL WORK

NOTARIZE AND SUBMIT

Approval of proposed subcontractors shall be in accordance with Article 5.2 of General Conditions and Supplementary Conditions.

Instructions:

1. List below various subcontractors whose figures have been used in preparing the Bid, and to whom subcontracts are expected to be awarded, upon Architect's approval, should the contract be awarded to the Bidder.
2. List only one (1) subcontractor for each item, unless otherwise indicated. Changes on approved subcontractors will not be permitted.

Structural Steel Erection (if a subcontract, name subcontractor)

Roof Shingle Installation (if a subcontract, name subcontractor)

Elastic Sheet Roofing Installation (if a subcontract, name subcontractor)

Flashing and Sheet Metal Installation (if a subcontract, name subcontractor)

Caulking and Sealant Installation (if a subcontract, name subcontractor)

Exterior Access Door Installation (if a subcontract, name subcontractor)

Finish Hardware (if a subcontract, name subcontractor)

Gypsum Wallboard Installation (if a subcontract, name subcontractor)

Acoustic Ceiling System Installation (if a subcontract, name subcontractor)

Resilient Flooring Installation (if a subcontract, name subcontractor)

Carpeting Installation (if a subcontract, name subcontractor)

Painting (if a subcontract, name subcontractor)

Operable Partition Installation (if a subcontract, name subcontractor)

Theater and Stage Equipment Installation (if a subcontract, name subcontractor)

Plastic Laminate- Faced Casework Installation (if a subcontract, name subcontractor)

Other Hazardous Material Abatement (if a subcontract, name subcontractor)

Other _____ (if a subcontract, name subcontractor)

PROJECT NO. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

CONTRACTOR'S SUBCONTRACTOR LIST

PRIME CONTRACT: ELECTRIC WORK

NOTARIZE AND SUBMIT

Approval of proposed subcontractors shall be in accordance with Article 5.2 of General Conditions and Supplementary Conditions.

Instructions:

1. List below various subcontractors whose figures have been used in preparing the Bid, and to whom subcontracts are expected to be awarded, upon Architect's approval, should the contract be awarded to the Bidder.
2. List only one (1) subcontractor for each item, unless otherwise indicated. Changes on approved subcontractors will not be permitted.

Telecommunications System (if a subcontract, name subcontractor)

Integrated Security System Management (if a subcontract, name subcontractor)

Other _____ (if a subcontract, name subcontractor)

Other _____ (if a subcontract, name subcontractor)

PROJECT NC. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

CONTRACTOR'S SUBCONTRACTOR LIST

PRIME CONTRACT: S1 – SITE WORK

NOTARIZE AND SUBMIT

Approval of proposed subcontractors shall be in accordance with Article 5.2 of General Conditions and Supplementary Conditions.

Instructions:

1. List below various subcontractors whose figures have been used in preparing the Bid, and to whom subcontracts are expected to be awarded, upon Architect's approval, should the contract be awarded to the Bidder.
2. List only one (1) subcontractor for each item, unless otherwise indicated. Changes on approved subcontractors will not be permitted.

Site Preparation (if a subcontract, name subcontractor)

Earthwork (if a subcontract, name subcontractor)

Trenching (if a subcontract, name subcontractor)

Asphalt Concrete Paving (if a subcontract, name subcontractor)

Concrete Walks and Curbs (if a subcontract, name subcontractor)

Site Drainage (if a subcontract, name subcontractor)

Wire Fence and Gate Installation (if a subcontract, name subcontractor)

Athletic Field Installation (if a subcontract, name subcontractor)

Other _____ (if a subcontract, name subcontractor)

Other _____ (if a subcontract, name subcontractor)

PROJECT NO. 6627
WARSAW CENTRAL SCHOOL DISTRICT

(Name of Bidder)

CONTRACTOR'S SUBCONTRACTOR LIST

PRIME CONTRACT: TECHNOLOGY WORK

NOTARIZE AND SUBMIT

Approval of proposed subcontractors shall be in accordance with Article 5.2 of General Conditions and Supplementary Conditions.

Instructions:

1. List below various subcontractors whose figures have been used in preparing the Bid, and to whom subcontracts are expected to be awarded, upon Architect's approval, should the contract be awarded to the Bidder.
2. List only one (1) subcontractor for each item, unless otherwise indicated. Changes on approved subcontractors will not be permitted.

Video Presentation Devices (if a subcontract, name subcontractor)

Classroom Sound Enhancement System (if a subcontract, name subcontractor)

Other _____ (if a subcontract, name subcontractor)

Other _____ (if a subcontract, name subcontractor)

AIA® Document A201/CMa™ – 1992

General Conditions of the Contract for Construction *where the Construction Manager is NOT a Constructor*

for the following PROJECT:

(Name and location or address):

Warsaw Central School District Capital Project

THE OWNER:

(Name and address):

Warsaw Central School District

153 West Buffalo Street

Warsaw, New York 14569

This document has important
legal consequences.

Consultation with an attorney
is encouraged with respect to
its completion or modification.

THE ARCHITECT:

(Name and address):

Tetra Tech Engineers, Architects and Landscape Architects, P.C. d/b/a

Thomas Associates Architects + Engineers

1000 Pittsford-Victor Road

Pittsford, New York 14534

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda include the Invitation (Advertisement) To Bid, Instructions to Bidders, Bid Form (including Allowances, Unit Prices and Alternates) (executed by Bidder), the Non-Collusive Bidding Certification (executed by Bidder), General Conditions, Supplementary General Conditions, Specifications, Drawings, 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 include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements). Agreement between Owner and Contractor ("Agreement"), other Documents listed in the Agreement, and Modifications issued or negotiated after receipt of bids or execution of the Agreement.

§ 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 Architect and Contractor, (2) between the Construction Manager and Contractor, (3) between the Architect and Construction Manager, (4) between the Owner and a Subcontractor or Sub-subcontractor or (5) 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.

§ 1.1.2 Where the term "Contract" or "Prime Contract" is used in the General Conditions, Supplementary Conditions, and other Contract Documents, it shall mean the separate Owner-Contractor Agreement between the Owner and each Prime Contractor identified in Division 1.

§ 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. To the extent that the Work includes the demolition and removal of existing structures and improvements, the term "Construction" as used in the Contract Documents shall be interpreted and construed to include such demolition and removal services.

§ 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 including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has ~~visited the site, become familiar with local~~ carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that a result of such examination and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 1.2.2.1 The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. No adjustments will be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this subparagraph.

§ 1.2.2.2 Claims for additional compensation or extension of time due to Contractor's failure to familiarize themselves with the conditions at the site will not be allowed.

§ 1.2.3 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 intended results.

§ 1.2.3.1 In the event of inconsistencies within or between part of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this subparagraph 1.2.3.1, however, shall not relieve the Contractor of any of the obligations set forth in paragraphs 3.2 and 3.7.

- i. On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.
- ii. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements in the field at the project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference, which may be found, shall be submitted to the Architect for resolution before proceeding with the Work.
- iii. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for review by the Construction Manager and Architect before making the change.
- iv. The Drawings and Specifications for the Contract are intended to show as clearly as practicable the work required to be done. Work under all items in the Contract must be carried out to meet field conditions to the satisfaction of the Architect and in accordance with their instructions and the Contract Documents.
- v. Drawings, in general, are to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements taken at the Project Site and in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or constructing the Work. Whether or not an

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error is believed to exist, deviation from Drawings and the dimensions given thereon shall be made only after approval, in writing, is obtained from the Architect.

- vi. In case of omissions or discrepancies between the Contract Documents, the contractor shall secure instructions from the Architect before proceeding with the work affected by omissions or discrepancies. The Contractor shall assume full responsibility and cost for proceeding with such Work without approval.
- vii. During the course of Work, should any errors, omissions, ambiguities, discrepancies or conflicts be found on the Drawings or in the Specifications, to which the Contractor has failed to call attention before submitting his bid, the Architect shall interpret the intent of the Drawings and Specifications and the Contractor hereby agrees to abide by the Architect's interpretation and agrees to carry out the Work in accordance with the decision of the Architect.
- viii. Whenever any additional materials and/or workmanship not shown or specified are required to complete the Work of the Contract Documents in accordance with the obvious intent thereof, the Contractor shall provide these materials and Workmanship at no additional cost to the Owner.

§ 1.2.4 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. It shall be the Contractor's responsibility, when subcontracting any portion of his work, to arrange or group items of work under particular trades to conform with the prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

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

§ 1.2.5.1 The word "Provide" shall mean furnish and install and shall include, without limitation, all labor, supervision, materials, equipment, transportation, services and other items required to complete the Work.

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

§ 1.2.7 If work is required in a manner to make impossible to produce work of the quality required by the Contract, or should discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect through the Construction Manager before proceeding with the work. If the Contractor fails to make such request, the Architect shall determine the quality of the work required, consistent with the Contract Documents, or which of the conflicting requirements shall govern. The Contractor shall perform the work at no additional cost to the Owner.

§ 1.2.8 The Contractor shall provide all work and materials which any Section or part of the Drawings, Specifications or Conditions require him to provide regardless of whether such requirement is or is not faithfully repeated in other parts of Documents thereof to which provisions might be appropriate.

§ 1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 1.3.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory

requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

§ 1.4 CAPITALIZATION

§ 1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.5 INTERPRETATION

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

§ 1.5.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- i. The Agreement.
- ii. Addenda, with those of later date having precedence over those of earlier date.
- iii. The Supplementary Conditions.
- iv. The General Conditions of the Contract for Construction.
- v. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

§ 1.5.3 The terms "knowledge", "recognize" and "discover", their respective derivatives and similar terms in the contract documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.5.4 The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts or omissions, which causes the Owner, the Construction Manager or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 1.6.1 Subject to its agreement with the Owner, the Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

§ 1.6.1.1 Upon request to the Architect, and at the Architect's sole discretion, Drawings may be provided the Contractor in electronic form (for example, AutoCAD format) by the Architect upon receipt of \$100 per sheet.

For AutoCAD type files, the cost is \$100 per electronic drawing, regardless of the number of drawings being requested. The Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who as the contract with the Client.

Due to the inherent value to the company of our typical details and our other standards, we limit the drawings types that we will release via this indemnification form to plan type drawings. Typical detail sheets are not to be released in the form of an electronic AutoCAD drawing file. In addition, our internal individual Base Plans should not be released; we limit what the contractor can purchase to the actual individual contract drawings.

After the Prime Contractor has determined the number of drawings that they will need, fill out the Attachment No. 3. We will not release electronic files until we receive this form and the check made out to the Thomas Group.

PDF's which are simply an electronic scan of the drawings, do not require the use of the indemnification form; however we charge \$50 per PDF to cover our expenses. We must receive the contractor's check prior to sending PDF's.

§ 1.6.1.2 Prior to receipt of documents in electronic form, the Contractor shall execute and deliver a "Use and Indemnification Agreement" provided by Architect." Refer to Attachment No. 3.

ARTICLE 2 OWNER

§ 2.1 DEFINITION

§ 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 term "Owner" means the Owner or the Owner's authorized representative. The Owner has retained Eloviz Lend Lease LMB, Inc. as "Construction Manager", which shall assist the Owner throughout the course of construction of the Work, including, but not limited to, monitoring Contractors' progress; attending and reporting to Owner on all job site meetings; observing testing and inspections; reviewing Contractors' requisitions for payment.

§ 2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is 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 at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall make available for inspection, upon request, the field survey or testing information of existing conditions which is known to be available and which is held by the Owner at their offices as necessary to complete this contract. The Contractor shall review all informational materials provided to it or made available to it by the Owner. The Contractor shall corroborate the accuracy of such documents or in the event of an inaccuracy or conflict therein shall notify the Owner and Construction Manager of such inaccuracy or conflict prior to submitting a bid. The Contractor's failure to notify the Owner and the Construction Manager of any inaccuracy or conflict shall preclude the Contractor from recovering any costs or damages arising from such inaccuracy or conflict.

The Owner shall, at the written request of the Contractor, prior to execution of the Agreement and promptly from time to time commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]

§ 2.2.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. All permits and fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities are the responsibility of the Contractor under the Contract Documents with the exception of the building permit which the Owner will obtain.

§ 2.2.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, 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, through the Construction Manager, shall secure and pay for the building permit. Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

§ 2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work. Drawings & Specifications Furnished:

A. Copies For Bidding Purposes: See Invitation For Bids - Advertisement.

B. Copies for Construction:

i. The Contractors will each be furnished without charge up to three (3) sets of Drawings, Project Manuals and Detail Books for use during construction for their own use and the use of their subcontractors.

ii. Any additional sets or partial sets required will be provided at the cost of printing, postage and handling.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work. The Owner shall forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect.

§ 2.2.6 The Owner shall forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect. foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

§ 2.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. These rights shall be in addition to and not a restriction or in derogation of Owner's rights under Article 14. The Owner's right to stop the work shall not relieve the Contractor from his sole and exclusive responsibility for site safety. The Owner's exercise of the right to stop the Work shall in no way be construed as placing the Owner in charge of the Work or in any way responsible for site safety.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults, defaults, fails or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day-three day period after receipt of written notice from the Owner to commence and continue correction of such default, default, failure or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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§ 2.5 ACCELERATION CLAUSE

§ 2.5.1 The Owner reserves the right to accelerate the Work in order that it may be performed in advance of the schedules described in the Contract Documents. If so directed, Contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for work performed outside of regular working hours except as authorized in writing by the Owner. Provided that contractor is not in default under the Contract, and Owner has issued the aforesaid authorization, their shall be added to Contract Price an actual out-of-pocket amount equal to: (i) additional wages actually paid, at rates which have been approved by Construction Manager; (ii) taxes imposed by law on such additional wages; (iii) premiums for worker's compensation; and liability insurance if required to be paid on such additional wages; (iv) Overhead and Profit will not be included in any additional compensation. In the event that the Owner directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Owner on a daily basis.

§ 2.5.2 In the event that the Contractor believes that some action or inaction on the part of the Owner constitutes an acceleration directive, the Contractor shall immediately notify the Owner in writing the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the claimed acceleration directive. The Contractor shall not accelerate their work efforts until the Owner responds in writing to the written notification. If acceleration is then directed or required by the Owner, all cost records referred to above shall be maintained by the Contractor and provided to the Owner on a daily basis.

§ 2.5.3 In order to preserve a claim to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

ARTICLE 3 CONTRACTOR

§ 3.1 DEFINITION

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Contractors" refers to persons or entities who perform construction under Conditions of the Contract that are administered by the Construction Manager, and that are identical or substantially similar to these Conditions.

§ 3.1.3 Where the term "Prime Contractor" is used in the General Conditions, Supplementary Conditions, Technical Specifications, or other Contract Documents, including Drawings and Schedules, it shall mean the Contractor identified in Division 1 who has executed a separate Owner-Contractor agreement for work included in this Project.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.2.2 and shall at once report to the Construction Manager and Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Construction Manager or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Construction Manager and Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 3.2.1.1 The Contractor shall promptly notify the Architect and the Construction Manager of any inconsistencies and errors to provide ample time for observation, investigation, detail drawings, etc. They shall anticipate required decisions by the Architect where reviews are to be made.

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

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

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§ 3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager and Architect at once.

§ 3.2.2.1 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions referred to in paragraph 4.7.6, by executing the Agreement, the Contractor represents the following:

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

§ 3.2.2.2 The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect or the Work installed by other contractors, is not guaranteed by the Construction Manager, Architect, or Owner. In all cases of interconnection of his work with existing or other Work, Contractor shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by them without extra cost to the Owner.

§ 3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12.

§ 3.2.4 Prior to bid the Contractor represents that they have had adequate access to the job site and building area in which the work is to be performed, that they have satisfied themselves as to the nature and location of the work, including any obstruction, amount of work, actual levels, the equipment and facilities needed preliminary to and during the execution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract, and that they have studied the Contract Documents and all other documents pertaining to the installation of other trades which may influence their work.

§ 3.2.4.1

- 1 The Contractor shall provide all labor, materials, equipment, appliances and services necessary to execute and complete all Work as required by the Contract Documents and all applicable building codes, rules, regulations, statutes and laws. Contractor shall conduct pre-construction surveys and provide photos/videos of any existing damage in areas where new construction is to take place, prior to the start of the Work.
- 2 The Contractor and each subcontractor shall evaluate and satisfy themselves with the conditions at the site and limitations under which the Work is to be performed, including without limitation, (1) the location, condition, layout and nature of the Project Site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, and equipment, (5) any time restrictions for accessing or working at the site, (6) the storage, handling and trucking of materials to be used on site, and (7) all of the matters as may be incidental to the Work under the Contract, before and after delivery of the Bid Proposal.
- 3 The Owner assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any subcontractor to comply with the requirements of this paragraph.
- 4 The Contractor shall be responsible to remove and/or relocate all items which interfere with the new construction and shall correct all visible code violations at no additional cost to Owner.

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

§ 3.2.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

§ 3.2.7 Where the scope of work of a Section in the Specifications or Drawings calls for service connections, supports, or installation, of any item or group of items being furnished by other sections, the omission of any given item from the Drawings of a particular Contract shall not relieve the Contractor of the responsibility for installing, connecting or supporting such item at no increase in the Contract cost. The Contractor is deemed to have examined the plans and specifications of all other Sections to ascertain the full scope of his work, including but not limited to connections, supports and installation of equipment furnished by other trades or Sections.

§ 3.2.8 The location of apparatus, equipment, fixtures, piping, outlets, etc., shown or specified but not specifically dimensioned shall be considered as only approximate. The actual location shall be as directed and as required to suit the conditions at the time of installation. Before installation, the Contractor shall consult with the Architect, and ascertain the actual location required. He shall also consult with other trade Contractors and examine their drawings so as to avoid conflicts with other work and apparatus.

§ 3.2.9 Building In: All Contractors and Sub-contractors shall note the parts and materials which must be built in as the work progresses, including but not limited to all templates, forms, sleeves, inserts, parts, blocks, anchors, etc., for all work throughout and shall furnish to or set for the Contractor for General Construction in time to prevent delay in the work. These Contractors and their Sub-contractors shall furnish the Contractor for General Construction Work with lists and locations of all parts and materials to be built in as the work progresses, and should any Contractor or Sub-contractor fail to supply the information and materials when required, such Contractor or Sub-contractor shall do all cutting, patching and repairing necessary for the building-in of same, making all work as good as new. In all cases, the cutting patching and repairing shall be done through the Contractor or Sub-contractor of the trade or craft involved without cost to the Owner.

§ 3.2.9.1 The Contractor shall give the Architect timely and sufficient notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Architect may, if deemed necessary, provide such information with reasonable promptness so as to cause no delay in the Work.

§ 3.2.9.2 The Contractor shall not proceed with any work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as provided in subparagraph 3.2.9.

§ 3.2.10 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the respective manufacturers, unless otherwise specified.

§ 3.2.11 Except as to any reported errors, inconsistencies or omissions and to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following:

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

§ 3.2.11.2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with (1) good and prevailing and accepted industry standards applicable to Work; and (2) requirements of any warranties applicable to the Work; and (3) all laws, ordinances, regulations, rules, and orders which bear upon the Contractor's performance of the Work.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best performance of the Work, using his professional skill and attention. The Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences-sequences, and procedures and for coordinating all portions of the Work under this Contract, subject to overall coordination of the Construction Manager as provided in Sections 4.6.3 and 4.6.4 of the Contract. The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. The Contractor shall be liable for all property damage including repairs and replacements of the Work and economic losses which proximately result from

the breach of this duty. The Contractor shall advise the Architect and Construction Manager:

- i. If a specified product deviates from good construction practices;
- ii. If following the Specifications will affect any warranties; or
- iii. any objections which the Contractor may have to the Specifications; and
- iv. propose any alternative, which the Contractor will warrant.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.3.1.1 Coordination: Each Prime Contractor shall be fully responsible for the coordination of the relationship of the Work of their subcontractors and other Contractors and shall cross check all of their Instructions, Specifications, Drawings, Shop Drawings, and installations with those of other Contractors and with existing conditions.

§ 3.3.1.2 Laying Out the Work:

- i. Contractor shall be responsible for all lines and the grades necessary of the construction of the work, and shall be responsible for the layout, and shall have a licensed surveyor verify and establish lines and elevations necessary for the proper location and layout of the work.
- ii. Each Contractor shall carefully lay out their work in accordance with the Contract Documents and shall coordinate their work with existing and new work and shall verify all lines and levels indicated in the Contract Documents that affect their work.
- iii. Adjustments required to suit field conditions shall be made only after Architect's review. Each Contractor shall be responsible for the accuracy of layout and shall correct at his own expense any work that their forces have laid out incorrectly.
- iv. Each Contractor shall be required to establish center lines, elevations and location of his work when it is required for the benefit of other Contractors needing the information to coordinate location of their work.

§ 3.3.1.3 The Contractor shall:

- i. Review all specified construction or installation procedures, including those recommended by manufacturers.
- ii. Inspect all materials as delivered to the premises and shall reject any materials that will not conform with the Contract Documents when properly installed.
- iii. Advise the Construction Manager and Architect:
 1. If the specified procedure deviates from good construction practice.
 2. If following the procedure will affect any warranties, including the Contractor's general warranty
 3. Or of any objections the Contractor may have to the procedure; and
 4. Propose any alternative procedure, which the Contractor will warrant.

§ 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 performing portions of the Work under a contract with the Contractor.

§ 3.3.3 The Contractor shall not be relieved of 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 other than the Contractor.

§ 3.3.4 The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent ~~Work~~ Work.

§ 3.3.5 Shut Downs: Such work as connections to existing sewers, plumbing, heating, temperature controls and electric systems, shall be done at a time agreeable to the Owner, the Architect and the Construction Manager, and shall be determined and agreed to well in advance of the actual doing of such work so as to interfere as little as possible with the operation and use of existing facilities. Shut downs must be coordinated through the designated representative of the Owner. The continued uninterrupted operation of all facilities of the building is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no

increase in Contract price except as otherwise specified. No mechanical, heating, plumbing, sprinkler or electric services shall be interrupted at any time, except as approved in advance by the Owner. All communication systems must be maintained without interruption. As much related work as possible shall be performed prior to shut-downs, so as to minimize the period of shut-down. All material and manpower to do the work involved shall be at the job prior to interruption of services. The work may have to be performed during overtime or weekend work at no additional cost to the Owner.

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

§ 3.3.7 The Contractor acknowledges that it is the contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work, and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. If a labor dispute takes place, the Contractor shall not be entitled to any increase in the Contract Sum thereof.

§ 3.3.8 The Contractor shall assign a competent, technically trained office project manager to this Project who shall handle all office functions including, but not limited to, checking, approving, and coordinating shop drawings and approving, purchasing and disbursement, pay-out requests and correspondence. Additionally, the Contractor shall coordinate all portions of the Work with other separate Owner employed contractors, if any.

§ 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 is solely responsible for managing labor and labor relations, including labor disputes or concerted activity, direct or indirect, without any delays or interference with the work schedule and/or other Contractor's at the site. No delay in the performance of the Work shall be excused by reason of labor problems affecting the Contractor or any Sub-contractor.

§ 3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to Contractor's use of persons who appear unfit or not skilled in the tasks assigned to them. Should any disorderly, incompetent, or objectionable person be hired or employed by the Contractor, upon or about the premises of the Owner, for any purpose or in any capacity, they shall upon request of the Owner, Architect, or Construction Manager be removed from the Project and not again be assigned thereon without the written permission of the Architect or Owner and Construction Manager.

§ 3.4.3 Unless otherwise stated in the Contract Documents, the Contractor, within fifteen (15) days of award of contract, shall furnish in writing to the Owner and Architect through the Construction Manager a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications, and where applicable, the name of the installing Subcontractor. The Construction Manager will reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed manufacturer or installer. If adequate data on a proposed manufacturer or installer is not available, the Construction Manager may state that action will be deferred until the Contractor provides additional data. Failure of the Owner, Construction Manager or Architect to promptly reply shall constitute notice of no reasonable objection. Failure to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents, and products furnished by the listed manufacturer shall conform to such requirements.

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

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

§ 3.4.6 Each Prime Contractor shall be responsible for the care and protection of all equipment and materials for their work of this project, including equipment and material furnished by the Owner.

§ 3.4.7 Overtime: Each Prime Contractor shall take note that there is work required to be done under his Contract in other spaces adjacent to or distant from areas being altered. The Owner's use of facilities cannot be disturbed except by specific approval of the Owner. Such work, as making connections, revisions, additions to existing mechanical and electrical lines or equipment, the cutting of new openings or other work of any sort, must be done at times as directed by the Owner when existing facilities are not in use and at no additional cost.

§ 3.4.8 The Owner, the Construction Manager, and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specification 01250 Substitution Procedures.

§ 3.4.8.1 By making requests for substitution(s) based on paragraph 3.4.8 above, the Contractor:

- i. 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;
- ii. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- iii. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- iv. Represents that they will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- v. Represents that they will reimburse the Owner for additional costs from claims by other Prime Contractors resulting from incorporation of requested substitution.
- vi. Represents that they will reimburse the Owner for all additional costs billed by the Architect or his consultants for the review of the substitution request(s), any redesign of the Work of this Contractor or associated Contractors, additional site visits related to the substitution request and for the work to prepare Change Directives or Change Orders.

§ 3.4.9 In the event of strikes or labor disputes by the Contractor's forces, by other separate prime Contractors or by other Contractors performing work for the Owner under other contracts, the Contractor shall continue with its work and provide all necessary manpower as required to maintain the schedule and completion dates of this project.

§ 3.4.9.1 There shall be no lockout at the Project by any Contractor.

§ 3.4.9.2 No extension of time shall be granted for delays caused by labor or material disputes.

§ 3.4.9.3 Should it become necessary to create a separate entrance for a contractor involved in a dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include, but not be limited to signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

§ 3.4.9.4 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

§ 3.4.9.5 In case the progress of the Work is affected by an undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation,

the Owner may require other material or a Change Order or a Construction Change Directive, but in no case shall the amount of such change be additional to the contract.

§ 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-new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents. Documents and that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Construction Manager and Architect of possible substitute products or procedures, which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturers' warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Liability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' warranties shall be provided to Owner prior to final payment.

§ 3.5.2 The warranty provided in Paragraph 3.5.1 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law. The warranties required under the Contract Documents shall be extended to include the performance of any and all items of work specified under the proprietary, patented, and other specified method as well as procedures specifically required by the Contract Documents, thereby not relieving the Contractor of its general warranty obligations.

§ 3.5.3 The Contractor shall deliver to the Owner upon completion of all work under this contract, their written guarantee made out to the Owner and in a form satisfactory to the Owner, guaranteeing (and they do hereby so guarantee) all of the work under the contract to be free from faulty materials, and free from improper workmanship, and guarantee against injury from proper and usual wear, and aging. This guarantee shall be made to cover (and does cover) a period of one (1) year from the date of Final Completion of all work under the contract, or for a longer period where so stipulated in the Contract Documents.

§ 3.5.4 The warranties set forth herein shall survive expiration and/or termination of this Contract.

§ 3.5.5 The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the Work.

§ 3.5.6 The Contractor agrees to assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties."

§ 3.5.7 All Work included under this Contract, unless extended elsewhere herein, shall be guaranteed against defect in material and workmanship for a period of one (1) year from the date of Substantial Completion of the Work as evidenced by the issuance of the Substantial Completion Certificate by the Architect. This guarantee and the repair and replacement obligations described in 3.5.8 below are in addition to and not in derogation of Owner's right under law. When Substantial Completion is issued in phases, warranty for similar systems will commence after the last area is substantially complete.

§ 3.5.8 Any defective Work or material shall be replaced or corrected to the satisfaction of Owner immediately upon notification by the Owner at no cost to the Owner.

§ 3.5.9 Certain guarantees are required under various sections of the Specifications. At the completion of the Work, all such guarantees covering materials, workmanship, maintenance etc., as specified, shall be secured from the various Subcontractors and Material men of the Contractor, and forwarded to the Architect, together with a letter addressed to the Owner summarizing the guarantees stating the character of the Work, the Subcontractor, name of material or equipment Seller, period of guarantee and conditions of guarantee.

§ 3.5.10 The Contractor shall furnish maintenance and 24 hour call back service for the equipment provided by him for a period of 3 months after final completion. This work shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents or negligence not

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caused by the Contractor or any of its Subcontractors.

§ 3.5.11 The Contractor further warrants to the Owner that all materials and equipment incorporated into the Work is free from asbestos and polychlorinated biphenyls (PCBs). In addition to this warranty, the Contractor shall certify to the Owner in writing that no Asbestos and PCBs have been incorporated into the Work. Furthermore, the Contractor shall obtain such assurances from material suppliers and subcontractors as are necessary, and which are to the satisfaction of the Owner, so that the Contractor may provide the written certification to the Owner.

§ 3.6 TAXES

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

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

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

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

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the The Owner shall secure and pay for the building permit and the permit, which shall be issued by the New York State Education Department because it is a New York school project. Each Prime Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for required permits, governmental fees, licenses, certificates of inspection, of occupancy, of Underwriters, and of all other required certificates for the Work, necessary for the proper execution and completion of the Work-Work, which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded at the time the bids are received. Certificates of inspection and use shall be delivered to the Owner upon completion of the Work in sufficient time for occupancy of the Project in accordance with the approved schedule for the Work. The costs of such procurement, payment and delivery are included in the Contract Sum.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the Work. If the Contractor fails to give such notices, it shall be liable for, and shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager and its consultants, employees, officers, and agents against any resulting fines, penalties, judgments or damages, including reasonable attorney's fees imposed on, or incurred by the parties indemnified hereunder. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for the violation thereof and any costs or fees incurred by the Owner due to such violation.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if Except as set forth in Article 3.2.1, the Contractor shall review the Contract Documents to determine and to notify the Owner and the Architect of any

discrepancy between building codes and regulations of which the Contractor has knowledge. The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance therewith, with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall promptly notify the Construction Manager, Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary (or if Contractor should have known it would be contrary) to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Construction Manager, Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs to remedy such violations including reimbursement to the Owner for any additional services required of the Construction Manager or the Architect.

§ 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 against which the Contractor makes reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3 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 and not in the allowances; value of allowances shall also include:
 - i. All plant, equipment and labor for handling and storage at the site;
 - ii. Any costs for protection;
 - iii. All costs for associated demolition work;
 - iv. Costs for removal and off site disposal of demolished materials;
 - v. Costs for labor, materials and equipment for installation and finishing, except where labor is specified not to be a part of the allowance;
 - vi. Other expenses required to complete the installation.
- .4 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 3.8.2.2 and (2) changes in Contractor's costs under Section 3.8.2.3.
- .5 Contractor's overhead and profit, including costs for bonds and insurance, for these allowances shall be included in the costs or values of the General Requirements of the Contract Sum and not in the allowance. Therefore, the Contractor is not entitled to overhead and profit on Work compensated for under an allowance.

§ 3.8.3 See DIVISION 1, Section 01210, "ALLOWANCES" for more complete information on Cash Allowances and Contingency Allowances.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who Prior to starting the work, the Contractor shall designate the project manager, superintendent and other key individuals who shall be assigned to the project through and including final completion. Such designation shall be in writing and provided to the Architect, Construction Manager, and Owner. The Superintendent 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 project site throughout the Work, including completion of the punch list. The Superintendent shall, during the performance of the work, remain on the project site not less than eight hours per day, five days per week, until termination of the contract, unless the job is suspended or work is stopped by the Construction Manager or Owner. The Superintendent shall not be employed or used on any other project during the course of the work. The Superintendent shall be approved by the Owner in its sole discretion. Said representative shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the Owner, Architect, and Construction Manager. Should a representative leave the Contractor's employ, Contractor shall promptly designate a new representative. Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If

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said replacement is disapproved, the Contract may, at Owner's option, be terminated for cause. The direction given to the Superintendent shall be as binding as if given to the Contractor. ~~Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's Superintending staff.~~

§ 3.9.2 The contractor's superintendent shall be on a Full Time, on project site basis in a managerial capacity to continuously expedite, direct, supervise and coordinate the work and shall not normally engage in performing actual work.

§ 3.9.3 The representative of the Contractor shall have authority to make decisions pertaining to the Contractor's work.

§ 3.9.4 Contractors that are awarded more than one Trade Contract shall provide a Superintendent for each Contract.

§ 3.9.5 The Cost of the Full Time Contractor Superintendent shall be included in the Base Bid for the duration of the project. This will be from the notice to proceed until actual final completion and final payment.

§ 3.9.6 The Contractor shall coordinate and supervise the work performed by subcontractors so that the work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the work. The Contractor and all subcontractors shall afford each trade reasonable opportunity for the installation of their work and the storage of their materials.

§ 3.9.7 It is required of any and all supervisory personnel proposed for use by any Contractor that said personnel be versed in the English language or, said contractor shall furnish a full-time on-site interpreter to facilitate communications between the Owner's Representative and the Architect.

§ 3.9.8 Contractor to provide resume of Contractor's Superintendent to the Owner, Architect and Owner's Representative.

§ 3.9.9 Contractor shall furnish the Owner's Representative in writing the names, addresses and telephone numbers of the members of his organization who can be contacted in the event of an off-hours emergency at the building site.

§ 3.9.10 The Contractor shall attend progress meetings with the Owner's Representative and such other persons the Owner may wish to have present. The progress meetings shall include all key personnel on the job, including the Contractor and Subcontractors, or other persons in charge of various phases of the work. The Contractor's representative must be authorized to act on behalf of the Prime Contractor and must be fully informed in matters relative to Project through day-to-day operations, correspondence, directives, change orders and other communications.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Owner's or Construction Manager's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of his obligations to meet those time limits, nor shall it make the Owner or Construction Manager liable for any Contractor damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Owner's, and Construction Manager's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits. The Owner and Construction Manager may, from time to time, make adjustments to the schedule without additional compensation to the Contractor. The Contractor will cooperate with the Construction Manager in execution and adherence to the construction schedule. The Contractor understands that the work may progress faster than the proposed or updated construction schedule and will be required to maintain the overall construction progress. The Contractor is solely responsible to maintain an understanding of the current progress on the project and make the necessary adjustments in material and labor. Failure to properly monitor the schedule may result in additional costs to the Contractor which will not be the responsibility of the Owner, Construction Manager or Architect.

§ 3.10.1.1 Submission of an accepted Construction Schedule shall be a prerequisite to initial payment. If the schedule is not submitted by said dates the Contractor has acknowledged his approval the Owner may complete a schedule for the Contractor.

Such schedule will become the product and ownership of the Contractor and the Contractor will be back-charged all costs pertaining to the service of producing the schedule. The Contractor shall provide revised schedules at appropriate intervals as required by the Conditions of the Work and Project.

§ 3.10.2 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.

Procedure and Schedule of Work:

- i. The work on the entire project shall be performed continuously without interruption, so that all work can be completed in the time set forth in the Contract Documents.
- ii. The sequence of operation shall be scheduled with the Owner so as to interfere as little as possible with the Owner's use of existing structures and the Owner's approval shall be obtained prior to the starting of such operations.
- iii. Time of Completion: All work shall be completed on or before the date set forth in the Agreement, except as otherwise specified.
- iv. Job Meetings: During the course of construction, job meetings will be held with representatives of the Owner, the Architect and Engineers, the Construction Manager and the Contractors to discuss the progress of the work, any problems of construction, timing or procedure, so as to expedite all phases of the work to completion. Prime Contractor and Subcontractors are to be represented at such meetings.
- v. 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. Contractors shall provide a recovery schedule as requested by the Construction Manager and provide all the labor force necessary including overtime to recover any lost time in the schedule. Contractors warrant that the work shall be physically complete within the early start and late finish schedule milestones.

§ 3.10.3 The Contractor shall prepare and keep current, for the Construction Manager's review and Architect's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Construction Manager and Architect reasonable time to review submittals. The Contractor shall also prepare a report not later than (30) calendar days after the contract is awarded which shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item. When requested, copies of purchase orders shall be furnished to the Owner and Construction Manager.

§ 3.10.4 The Contractor shall conform to the most recent schedules. Revisions to schedule shall be approved by the Construction Manager and Owner. See Division 01, Section 01320 Construction Schedules for more complete information on schedules.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Construction Manager and Architect and shall be delivered to the Construction Manager for submittal to the Owner upon completion of the Work.

§ 3.11.2 See DIVISION 1, Section 01780 Project Record Documents for more complete information on record documents.

§ 3.11.3 The Contractor shall make all approved permit drawings accessible to governmental inspectors and other authorized agencies.

§ 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.

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

§ 3.12.3 Samples are physical examples which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.6.12.

§ 3.12.5 The Contractor shall review, approve and submit to the ~~Construction Manager~~, in accordance with the schedule and sequence approved by Architect with one (1) copy of the submittal and transmittal to the Construction Manager, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. 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. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. The Contractor shall prepare a schedule of submittals and provide to the Architect for review within thirty (30) days of the notice of award. The schedule shall identify key submittals required by the Contractor to maintain construction progress and not delay the overall progress of the Work. Key submittals shall be provided in advance of their required delivery date so as to allow sufficient Architectural review and coordination with other Contractors. The Contractor is solely responsible for determining the required time frame and monitoring the progress of the submittal approvals. This includes the submission of additional information or required clarifications to the documents, which may be required for completion of the Contractors submission. Delay claims associated with the submittal process will not be allowed.

§ 3.12.5.1 No extension of time will be granted to the Contractor because of failure to have shop drawings, product data, and samples submitted in ample time to allow for review by the Architect or Consulting Engineers. Contractor shall increase manpower and work overtime to make up for lost time at no additional cost to the Owner.

§ 3.12.5.2 The Contractor shall signify approval of Shop Drawings by means of a stamp, signed and dated by an authorized representative, which shall read as follows:

The undersigned Contractor represents that they have checked the submission for the following:

- i. Conformance with the requirements of the Work and of the Contract Documents, and represents that material submitted:
 - a. Complies completely; or
 - b. Complies except for deviations noted.
- ii. Field measurements:
 - a. have been taken and are included; or
 - b. will be taken prior to fabrication.
- iii. Coordination with other work, field conditions and criteria.

Include: Name of Contractor _____ By: _____ Date: _____

§ 3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the ~~Construction Manager~~ and Architect. Such Work shall be in accordance with approved submittals.

§ 3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the work of other Contractors and of the Contract Documents.

§ 3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Construction Manager's and Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and the Construction Manager and Architect have given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Construction Manager's and Architect's approval thereof. Architect's approval thereof.

§ 3.12.8.1 Equivalent Products: Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard. If Bidder or Contractor wishes to use any material, article, or piece of equipment of other manufacturers' or vendors which they believe will perform adequately the duties imposed by the general design and is of equal substance, appearance and performance, such product will be reviewed by the Architect when a written request is submitted in accordance with Division 1. Any proposed product shall not be purchased or installed by the Contractor without the Architect's review process having been completed and the product accepted by written notification.

§ 3.12.8.2 See DIVISION 1 Section 01250 Substitution Procedures for more complete information on substitutes.

§ 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.

§ 3.12.10 Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. The Architect and Construction Manager shall not be required to take action on any submittal identified as "information only" or those submittals transmitted for record purposes. Submittals that are required for coordination purposes shall be distributed by the Contractor to other Contractors.

§ 3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Construction Manager and Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

§ 3.12.12 The Contractor shall not be required to provide professional services which 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.12, the Architect will review, 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 Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor understands that during construction, access for both personnel and materials will only be permitted behind construction barricades/fencing and in specific instances, along certain designated routes as approved by the Construction Manager and Owner.

§ 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. Coordinate the on-site placement of any of his material and/or equipment with the Construction Manager's Superintendent so as not to impede any other Contractors' operations. The designated storage areas

shall be kept neat and clean. All damages caused by this Contractor to designated storage areas shall be repaired by the Contractor at no additional cost.

§ 3.13.3 Use of Buildings:

- 1 Each Prime Contractor shall cooperate with the Owner in making available for the Owner's use, portions of the completed or partially completed buildings as provided for in Section 9.9. Such use shall not constitute acceptance thereof. Such occupancy shall in no way abrogate any specified warranties or guaranties for materials, workmanship or operation of equipment pertaining to the occupied portions.
- 2 Each Prime Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, ventilating, cooling, water, lighting, fire alarm, public address and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete such part of his work as soon as possible to the extent that the necessary equipment can be put into operation and use.
- 3 Mutually acceptable arrangements shall be made as to the warranties or guaranties affecting all Work associated therewith.
- 4 Such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. (See 11.3.11) Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.

§ 3.13.4 Prior to starting the Work, the contractor shall submit a written report to the Construction Manager and the Architect identifying existing damage to roads, walks, lawns, buildings, and other property to be affected by the Contract. Failure to submit report shall render the Contractor responsible for existing damage. The Contractor may request and schedule an inspection with the Owner, the Construction Manager, and the Architect prior to submittal of the report. The Contractor shall obtain the consent of the adjoining property owners regarding temporary easements or any other manner of physical encroachment.

§ 3.13.5 No signs or advertising material will be permitted on the Project site.

§ 3.13.6 The Contractor shall assure free, convenient, unencumbered and direct access to properties neighboring the Project site for the owners of such properties and their respective tenants, agents, invitees and guests.

§ 3.13.7 The responsibility for the safe working conditions at the site shall be the Contractor's; the Architect, Construction Manager and Owner shall not be deemed to have any responsibility or liability in connection herewith.

§ 3.13.8 Only such vehicles, trucks and equipment which are absolutely necessary for performing the work shall be parked or stored within the work areas for the length of time that particular phase of work is performed. All other contractor vehicles and/or employees and/or worker's vehicles including passenger cars shall be parked off the site or in a designated parking area identified on the phasing and logistics plan. There are no exceptions to the rule.

§ 3.13.9 It shall be the responsibility of the Contractor to provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons, including, but not limited to the installation and maintenance of temporary doors and windows.

§ 3.13.9.1 The Contractor shall submit the means and methods of security to the Owner through the Construction Manager for approval. The project site must be secured 24 hours a day, 7 days a week including holidays.

§ 3.13.9.2 All workers and employees of any Contractor are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor.

§ 3.13.10 RULES OF CONDUCT

§ 3.13.10.1 No smoking is allowed anywhere on school property per law. Violators are subject to a \$1,000 fine and/or banishment from the property.

§ 3.13.10.2 No drinking of alcoholic beverages or use of controlled substances allowed on the grounds. No reporting to work impaired by alcohol or controlled substances allowed. The Contractor bears the responsibility of determining if its, or its subcontractors, employees are impaired which would jeopardize the safety of the public, the employees of other Contractors and their Subcontractors, the Owner, Architect, and Construction Manager.

§ 3.13.10.3 All Contractors, subcontractors, suppliers and their employees are to refrain from using indecent language. All doing so will be removed from the site. Artwork and decoration found on vehicles belonging to Contractors or Subcontractor's employees parked on or near the school property and which contain indecent language or pictures shall either be covered or removed from the location. Under no circumstances are Contractor's employees to communicate with students.

§ 3.13.10.4 All construction personnel to wear photo ID badges. Photo ID badges are to be provided by the Contractor and receive Owner's approval.

§ 3.13.10.5 The use of radios, CD/MP3 players and the like is prohibited within the job 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.

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

§ 3.14.3

1. The word "new" used herein shall mean work, which has been or is to be installed under the terms of Contract for this project. The word "existing" used herein shall mean existing conditions previous to the award of a Contract for this project.
2. In order to eliminate cutting and patching as much as possible, each Prime Contractor shall, during the progress of the work, provide and set proper sleeves, inserts, etc. as required for his new work and shall give proper and detailed instructions to others where work may be affected by their work, with adequate notice prior to the erection of new work. Cutting and patching work as required to install new work or remove existing work shall be done carefully and neatly with as little damage as possible.
3. Each Prime Contractor shall refer to Specification Section 01070 for proper cutting and patching requirements.
4. Any costs caused by defective or ill-timed work shall be borne by the Contractor responsible therefore. Any Contractor who is required to cut and patch his new work to provide conditions for other Contractors to complete their new work and who was not given adequate prior notice of the conditions required for completion of such work before doing his work, shall charge the Contractor in default the documented cost of the cutting and patching work plus 15% for overhead and profit unless otherwise specified.
5. Cutting and patching of any work shall be made in such a manner as to not breach any provisions of any guarantee or warranty on existing work left in place or guaranty or warranty required for his new work. Patching of work shall match existing adjacent surfaces and patch work shall be disguised completely to hide any trace of patching. All New Work in Existing roofs must be provided by a company specializing in performing the work and approved by the existing roofing material manufacturer. It shall be the responsibility of the contractor performing the cutting and patching to maintain existing roofing warranty.

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§ 3.15 CLEANING UP/CLEAN UP REQUIREMENTS

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

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

§ 3.15.3 See DIVISION 1 Sections 01500 TEMPORARY FACILITIES and 01740 CLEAN UP REQUIREMENTS for more information on Cleaning Up.

All debris required to be removed from the project shall be removed in accordance with all applicable rules, regulations and statutes, which may pertain thereto. The Contractor shall warrant that all debris shall be disposed of in accordance with all rules, regulations and statutes applicable thereto and at a facility permitted and authorized to receive materials of the type and nature so removed from the premises. The contractor shall hold the Owner free and harmless of, from or concerning any claimed liability resulting from the improper or unlawful removal and/or disposal of such debris.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES AND PATENTS

§ 3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend with competent counsel suits or claims for infringement of patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, 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) or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent, including loss of use resulting therefrom, but only to the extent such claim, damage, loss or expense is either: (1) caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of liability; or (2) arises out of or is in connection with New York State Labor Law, Article 10, including without limitation sections 240, 241, 241-a, and 241-b, thereof amended, regardless whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor shall defend with competent counsel the Owner, the Construction Manager, and the Architect and their agents and employees against all allegations of such claims. The Contractor shall indemnify and hold harmless the Owner against any assertion of claims for mechanics' liens by Subcontractor, Sub-subcontractors or material suppliers and against any assertion of security interests by suppliers of goods or materials. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. Paragraph.

The Contractor's indemnity obligations under this paragraph 3.18.1 shall, but not by way of limitation, specifically include all claims and judgments which may be made or rendered against the Owner, Construction Manager, the Architect, the Architect's consultants, and agents and employees of any of them under any applicable statute, rule or regulation including, but not limited to, the New York State Occupational Safety and Health Act and the federal Occupational Safety and Health Act and from violation of any public or municipal laws, ordinances and requirements of governing authorities.

§ 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 this Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits

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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 obligations of the Contractor under this Section-Paragraph 3.18 shall not extend to the liability of the Construction Manager, Architect, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage, their negligence or other culpable conduct.

§ 3.18.5 Unless otherwise stated in the Agreement, the Contractor shall, before commencing work, take out and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 3.18.1, and 3.18.2, and 3.18.3 and 3.18.4

§ 3.18.6 A certificate of the required insurance naming the Architect, Engineers, Owner, Construction Manager, Consultants, Sub-consultants and other such professional parties shall be submitted prior to the start of work. Said insurance shall be maintained through the entire project life. (Refer to Article 11 for additional provisions.)

§ 3.19 DAILY RECORDS

§ 3.19.1 The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the work on a daily basis. Such daily records shall include a daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and / or disputed work.

§ 3.19.2 In addition to all other responsibilities and duties under the Contract,

- .1 The Contractor shall not permit use of tobacco, alcohol and / or controlled substances in any form on Owner property during the course of the work by its employees, subcontractors, or other person at the project site.
- .2 The Contractor shall provide reasonable and visible identification for each employee, subcontractor, or other person at the project site, such identification shall be reasonably visible at all times.

§ 3.19.3 In the event that any labor or equipment is idled, solely as a result of Owner actions or inactions, the daily records shall record which laborers and equipment were idled and for how long. In the event that specific work activities are stopped, solely as a result of the Owner actions or inactions, and labor and equipment was reassigned to perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment was redirected to.

§ 3.19.4 Such daily records shall be copied and provide to the Construction Manager at the end of every work day.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative-Architect, Architect's consultants and employees thereof.

§ 4.1.2 The Architect is the firm of:

(Name and address):

Tetra Tech Engineers, Architects and Landscape Architects, P.C. d/b/a
Thomas Associates Architects + Engineers
1000 Pittsford-Victor Road
Pittsford, New York 14534

§ 4.1.3 Architect's Consultants: The firms listed on the title sheet of the Specifications are Consultants employed by the Architect, and are agents of the Architect and will make observation of their respective branches of the Work. All changes in the

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Work must be processed through the Architect. Consultants shall not order extra Work or make changes in the Work. (See 7.2.1, 7.3.1 and 7.4.1).

§ 4.2 CONSTRUCTION MANAGER

§ 4.2.1 The Construction Manager 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 term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

§ 4.2.2 The Construction Manager is the firm of:

Bovis Lend Lease LMB, Inc.
382 Main Street
East Aurora, New York 14052

§ 4.3 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. Manager and Architect. Consent shall not be unreasonably withheld.

§ 4.4 In case of termination of employment of the Construction Manager or Architect, the Owner shall appoint a construction manager or architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former construction manager or architect, respectively.

§ 4.5 Disputes arising under Sections 4.3 and 4.4 shall be subject to arbitration.

§ 4.6 ADMINISTRATION OF THE CONTRACT

§ 4.6.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Section 12.2. The Construction Manager and Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

§ 4.6.2 The Construction Manager will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

§ 4.6.3 The Construction Manager will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and the Construction Manager and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the Construction Manager and the Owner until subsequently revised, revised and approved by Owner where required in the Contract Documents.

§ 4.6.4 The Construction Manager will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule. The Contractor hereby undertakes an unconditional, affirmative obligation to coordinate the scheduling and prosecution of its work with all of the Owner's other contractors who are or will be working at the Project site so that the Work and the Project may be completed at the scheduled times. The Contractor further acknowledges that, as part of this obligation, it must, at its own expense, work cooperatively with all other Contractors on site to coordinate its work with the work of such other contractors, including modifying its schedule and activities. To assure the Owner of the status of its coordination efforts, it must, if and when requested by the Construction Manager, submit to the Construction Manager, a current updated copy of its detailed schedule to demonstrate the status of such coordination and, if the Construction Manager, on behalf of the Owner, deems it necessary, to modify its schedules and operations as and in the manner required by the Construction Manager and to execute its work in the manner shown on the revised schedule. It is agreed that any such modifications required by the Construction Manager or any resulting work shall not result in any claims against the Construction Manager or the Owner and all such claims are waived. While the Construction Manager may have the right to take such action, in no respect shall the Owner or the Construction Manager be obligated to do so.

§ 4.6.5 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating

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that the Work, when completed, will be in accordance with the Contract Documents. The Architect shall keep the Owner informed of the progress and quality of the work and shall use professional care to guard the Owner against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall provide services made necessary by major defects or deficiencies in the work of the Contractor which through professional care should have been discovered by the Architect and promptly reported to the Owner and Contractor. The Architect shall not issue a certificate for payment to Contractors for work which to the professional knowledge of the Architect does not substantially meet specifications.

§ 4.6.6 The Construction Manager, except to the extent required by Section 4.6.4, and Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences. Neither the Architect nor the Owner will be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Section 3.3, and neither will and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents since these are the exclusive responsibility of the Contractor. The Architect and the Owner will not be responsible for or have control of or choice over the acts or omissions of the Contractors, subcontractors or any of their agents or employees, or any person performing any of the Work. Nothing contained in Subparagraphs 1.1.3 or 4.6.5 shall alter the responsibilities established in this Subparagraph and in Subparagraph 3.3.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the Construction Manager nor the Architect will. The Architect will not have control over or charge of or and will not be responsible for acts or omissions of the Construction Manager, Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

§ 4.6.6.1 The Construction Manager, except to the extent required by the Owner/Construction Manager Agreement, will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Construction Manager will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

§ 4.6.7 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Construction Manager, and shall contemporaneously provide the same communications to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect.

§ 4.6.7.1 Any direct communications between the Owner and the Contractor that affect the performance or administration of the Contract shall be made or confirmed in writing, with copies to the Construction Manager and the Architect, and any such communications that represent a modification of the Contract requirements shall be documented appropriately.

§ 4.6.7.2 Any communications between the Architect and the Contractor's subcontractors shall be confirmed in writing to the Contractor and the Construction Manager.

§ 4.6.8 The Construction Manager will review and certify all Applications for Payment by the Contractor, including final payment. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors into a Project Application and Project Certificate for Payment. After reviewing and certifying the amounts due the Contractors, the Construction Manager will submit the Project Application and Project Certificate for Payment, along with the applicable Contractors' Applications and Certificates for Payment, to the Architect.

§ 4.6.9 Based on the Architect's observations and evaluations of Contractors' Applications for Payment, and the certifications reports of the Construction Manager, the Architect will review and certify the amounts due the Contractors and will issue a Project Certificate Certificates for Payment.

§ 4.6.10 The Architect will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed

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or completed, but will take such action only after notifying the Construction Manager. Subject to review by the Architect, the Construction Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.6.18 through 4.6.20 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 4.6.10 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, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.6.11 The Construction Manager will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information received from other Contractors, and transmit to the Architect those recommended for approval. The Construction Manager's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors, the Owner, or the Architect. The Architect will receive from the Contractors and will review all Shop Drawings, Product Data, Samples and other Submittals. One (1) copy of the Contractor's submittal and transmittal is to be provided to the Construction Manager. The Architect will review such Submittals and take appropriate action. The Contractors will coordinate between each other the information supplied in their various submittals. The Construction Manager and the Architect will act with reasonable promptness allowing enough time for adequate review.

§ 4.6.12 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 with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or the Construction Manager, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The 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 Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.6.12.1 The Architect's review of Contractor's submittals shall be limited to an initial submittal and two (2) re-submittals. If the Architect is required to review additional submittals because the initial submittal and two (2) re-submittals failed to conform to the information given and the design concept expressed in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the payments to the Contractor.

§ 4.6.12.2 The review will not be considered complete until an "ACTION" stamp (see DIVISION 1 Section 01300 SUBMITTALS) or other written notice to that effect has been received by the Contractor.

§ 4.6.13 The Construction Manager with concurrence of the Architect will prepare Change Orders and Construction Change Directives subject to the provision of Article 7 of this Agreement unless otherwise provided in the Contract Documents.

§ 4.6.14 Following consultation with review of Change Orders or Construction Change Directives prepared by the Construction Manager, the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7.7, and will have authority to order minor changes in the Work as provided in Section 7.4 in Paragraph 7.4 and in consultation with Owner.

§ 4.6.14.1 Neither the Owner, the Construction Manager nor the Architect may issue instructions to the Contractor to change the amount of the contract, except by properly executed Change Orders. Instructions are issued by the Owner or the Construction Manager through the Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a change order, signed by the Owner, Architect and Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum. No amount shall be payable by the Owner to the Contractor for performance of work without an executed change order.

§ 4.6.15 The Construction Manager will maintain at the site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and ~~marked currently to record all changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar~~ required submittals. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.6.16 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and final completion, and will receive and forward to the Architect written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will forward to the Architect a final Project Application and Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.6.17 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

~~**§ 4.6.18** 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. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.6, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them. Upon written request of the Owner, disputes and other matter in question relating to the execution or progress of the Work or the interpretation of the Contract Documents may be referred to the Architect for initial decision, which the Architect shall render in writing within a reasonable time, not to exceed fifteen (15) days after the date on which such request is made.~~

§ 4.6.19 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.

Such drawings or instruction may be effected by Field Order, Construction Change Directive or other notice to the Contractor, and provided such drawings or instructions are, in the opinion of the Architect, reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without additional cost or extension of Contract Time. After final decision by the Architect the Contractor shall proceed with the Work as directed by the Architect through the Construction Manager. Failure to proceed with a Field Order and/or Construction Change Directive shall be cause for termination.

~~**§ 4.6.20** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents final, unless the Owner disagrees.~~

§ 4.7 CLAIMS AND DISPUTES

§ 4.7.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

~~**§ 4.7.2** Decision of Architect. Claims, including those alleging an error or omission by the Construction Manager or Architect, shall be referred initially to the Architect for action as provided in Section 4.8. A decision by the Architect, as provided in Section 4.8.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Section 4.8.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has~~

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~~been referred to the Architect or (5) the Claim relates to a mechanic's lien. The Owner, Construction Manager, or Contractor will refer a claim to the Architect for review and assistance. The Architect may request additional information from any part concerning the claim and, upon request, shall issue a written recommendation as to how such claim should be resolved in accordance with Paragraph 4.8.~~

§ 4.7.3 Time Limits on Claims. Claims by either party must be made within 21-10 days after occurrence of the event giving rise to such Claim or within 21-10 days after the claimant first recognizes or should have reasonably recognized the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

§ 4.7.4 Continuing Contract Performance. Pending final resolution of a ~~Claim including arbitration, Claim,~~ unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Under no circumstances shall a claim by the Contractor, other than a claim for non-payment in accordance with Subparagraph 9.7.1, give a right to the Contractor to terminate or suspend performance under this Agreement. Nothing in this section shall require the Owner to pay to the Contractor any sum claimed by another party until the dispute involving the claimed sum is finally resolved.

§ 4.7.5 Waiver of Claims: Final Payment. ~~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; or~~
- ~~3 — terms of special warranties required by the Contract Documents.~~ Owner Shall Not Waive Any Rights by Making Any Payment. Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

§ 4.7.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21-5 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21-10 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.8.

§ 4.7.6.1 Extra Excavation, Measurement & Payment:

A. Excavation: For the purposes of this project, the following definitions shall be applicable for additional earth excavation and for rock excavation if the Architect authorizes such excavations.

1. Rock: Material that cannot be removed or handled by a power shovel until it has been broken up by drilling or by the use of explosives.
2. Boulder: Any stone exceeding one (1) cubic yard in volume. Any stone up to this size shall be deemed to be "earth" for the purpose of classifying type of excavation.
3. Trench Excavation: Any excavation which is more than 18" in depth and less than 4'-0" in width will be classified as trench Excavation.
4. Open Excavation: All other excavation except as described in (3) above whether earth or rock, will be classified as Open Excavation.

B. Maximum Measurement Lines: The maximum line for horizontal measurements for trench and open excavation

shall be not more than 12" on each side of the work to be installed.

C. Payment for additional earth excavation and for rock excavation, if encountered, will be made on the basis of measurements not exceeding the above at unit prices set forth in the Contract.

§ 4.7.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

§ 4.7.8 Claims for Additional Time.

§ 4.7.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 4.7.8.1.1 An application for extension of time must set forth in detail the nature of each alleged cause of delay, the dates upon which such cause of delay began and ended, the number of days attributable to each of such causes, and the probable effect of which causes on the previously approved progress schedule.

§ 4.7.8.1.2 Failure to strictly comply with these requirements may, at the discretion of the Owner, be deemed sufficient cause to deny any extension of time.

§ 4.7.8.1.3 If the Contractor is delayed in the completion of his work by an act or neglect of the Owner or by changes ordered in the work or by any cause which the Architect shall deem to justify the delay as being beyond the Contractor's control, then the time of completion shall be extended for such reasonable time as the Architect may decide.

§ 4.7.8.1.4 The permitting of the Contractor to proceed to complete any work or any part of it after the date of completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the Owner of any rights hereunder.

§ 4.7.8.2 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 and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

§ 4.7.8.2.1 In planning their construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect and the Construction Manager.

§ 4.7.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Sections 4.7.7 or 4.7.8.

§ 4.7.9.1 Glass Breakage: Each Contractor shall be responsible for all breakage of glass, which has been furnished and installed as part of his Contract and any existing glass that is broken due to operations of the Contract or Contracts for the Work. No matter by whom or what cause the glass was broken, they shall replace all broken glass before the completion and acceptance of the Contract. They may claim damages, if applicable.

§ 4.7.10 CLAIM PROCEDURE

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§ 4.7.10.1 Claims by the Contractor shall be made by written notice in accordance with the following procedures:

1. The Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 4.7.3 and elsewhere.
2. Failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
3. Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner project records and the Contractor's furnished claim documentation.
4. Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. General Introduction
 - b. General Background Discussion
 - c. Issues
 1. Index of Issues (listed numerically)
 2. For each issue include the following:
 - i. Background
 - ii. Chronology
 - iii. Contractor's position identifying reason for Owner's potential liability
 - iv. Supporting documentation of merit or entitlement
 - v. Supporting documentation of damages
 - vi. Begin each issue on a new page
 - d. All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the electronic versions of all schedules related to the claim.
 - e. Productivity exhibits, if appropriate
 - f. Summary of Issues and Damages
5. Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, general conditions, general requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, fragmentary CPM schedules or time impact analysis, photographs, request for information, field instructions, and all other field related records necessary to support the Contractor's claim.
6. Supporting documentation of damages for each issue shall be cited, photocopies, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid, certified detailed labor records including labor distribution reports, material and procurement records, construction equipment ownership cost records or rental records, subcontractor or vendor files and cost records, service cost records, purchase orders, invoices, project as-built records, general ledger records, variance reports, accounting adjustment records, and any other accounting materials necessary to support the Contractor's claim.
7. Each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 4.7.10.2 Claims and Actions Thereon

Claims that have not been satisfactorily resolved by the Architect shall be subject to litigation in accordance with the applicable law. The Contractor shall comply with any statutory requirements regarding Notice of Claim and with applicable Statute of Limitations set forth by law or contract. In the event that a Contractor serves a Notice of Claim on the Owner, the Owner may, as a condition precedent to litigation, require the Contractor to submit to an examination under oath by an attorney or other representative of the Owner, and to provide documentary evidence reasonably requested in connection with such examination."

§ 4.7.10.3 No Estoppel: Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the final completion and acceptance of the Work and payment therefore: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments of this Contract made to them, or such damages as it may sustain by reason of failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto.

§ 4.7.11 Claim Liability: The Owner shall not be liable to the Contractor and / or any Subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to those resulting from increased labor or material; directions given or not given by the Owner, Construction Manager, or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specification or the Architect's review of shop drawings and requests for instruction (s); or on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. It is emphasized that no monetary recovery may be obtained by the Contractor for delay against the Owner, Construction Manager, or Architect based on any reason and that the Contractor's sole remedy, if appropriate, is additional time.

§ 4.8 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.8.1 ~~The~~ In the event either party elects to refer a claim to the Architect under Paragraph 4.7.2, the Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

§ 4.8.2 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

§ 4.8.3 If a Claim has not been resolved, the party making the Claim shall, within ~~ten~~ three (3) days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

§ 4.8.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, ~~the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the required by the Architect, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy recommended change in the Contract Time.~~

§ 4.9 ARBITRATION

§ 4.9.1 Controversies and Claims Subject to Arbitration. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect and except those waived as provided for in Section 4.7.5. Such controversies or Claims upon which the Architect has given notice and rendered a decision as provided in Section 4.8.4 shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Section 4.7 and no decision has been rendered. The Contractor and Owner shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference in the Contract to arbitration is deemed void.

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§ 4.9.2 Rules and Notices for Arbitration. Claims between the Owner and Contractor not resolved under Section 4.8 shall, if subject to arbitration under Section 4.9.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, and copies shall be filed with the Construction Manager and Architect.

§ 4.9.3 Contract Performance During Arbitration. During arbitration proceedings, the Owner and Contractor shall comply with Section 4.7.4.

§ 4.9.4 When Arbitration May Be Demanded. Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim, (2) the tenth day after the parties have presented evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date, or (3) any of the five events described in Section 4.7.2:

§ 4.9.4.1 When a written decision of the Architect states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.9.4.2 A demand for arbitration shall be made within the time limits specified in Sections 4.9.1 and 4.9.4 and Section 4.9.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§ 4.9.5 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Construction Manager, the Architect, or the Construction Manager's or Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Construction Manager, Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, other Contractors as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No persons or entities other than the Owner, Contractor or other Contractors as defined in Section 3.1.2 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. 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.

§ 4.9.6 Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

§ 4.9.7 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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, provide material and/or labor for the project on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Work. 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 subcontractors of other 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. ~~Work.~~ The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, if not requested prior to execution of the Contract, then within fifteen (15) days of notice of award of the Contract, the Contractor, shall furnish in writing to the Construction Manager and the Architect for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager will promptly reply to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Construction Manager to reply promptly shall constitute notice of no reasonable objection.~~

§ 5.2.1.1 Initial submittal shall be within fifteen (15) days after the date of the award of the Contract. In no case will a payment be made on the Contract until the complete list of subcontractors and suppliers has been submitted by the Contractor to the Construction Manager and Architect. Such list will not be considered complete if the Owner, Construction Manager and/or the Architect have any reasonable objection to any name listed thereon. Such list shall be submitted and re-submitted if necessary until it is considered complete."

§ 5.2.1.2 Subcontractors will not be acceptable unless, when requested by the Architect or Construction Manager, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant and financial ability to complete the subcontract in accordance with the intent of the Documents.

§ 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. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. No increase in the Contract Sum shall be allowed where a sub-contractor is rejected by the Construction Manager, Architect or Owner who is deemed unqualified to perform the particular work subcontracted by the Contractor or having too many current projects handled by insufficient personnel. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. No increase in the Contract Sum or time shall be allowed if the Owner, Construction Manager, and Architect all have reasonable objections due to the proposed person or entity being unqualified to properly complete the Work in a timely manner, or having shown an inability to properly carry out similar projects in the past in a timely manner.

§ 5.2.3.1 Submittal of a substitute shall be within (10) days of notice of such reasonable objection.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 ~~By appropriate agreement, written where legally required for validity, 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 which the Contractor, by these 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 The Contractor shall be responsible for any and all Subcontractors working under him and shall carry insurance as required by the Bid Documents for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner, Construction Manager, Architect, Architect's Consultants, and the agents and employees of each of them of any and all liability.

§ 5.3.3 The Owner, Construction Manager or Architect assumes no responsibility for the overlapping or omission of parts of the work by various Subcontractors in their Contracts with the Contractor.

§ 5.4.3 All subcontracts over \$5,000 shall be in writing with copies of written subcontract provided to the Owner / Construction Manager upon request.

§ 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 which the Owner accepts by notifying the Subcontractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, ~~obligated under a surety to complete the Work, obligated under any bond relating to the Contract.~~

§ 5.4.2 If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

§ 5.5 OWNER PAYMENTS TO SUBCONTRACTORS

§ 5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner, Construction Manager, or Architect fails to approve any application for payment, that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount so paid to the Subcontractor shall be deducted from the payment to the Contractor.

§ 5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. ~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents. Should the Contractor sustain any damage or delay through any act or omission of any other Contractor or should the contractor sustain any damage or delay through any act of omission of a sub-contractor, the Contractor shall have no claim against the Owner, CM or Architects for such damage or delay but shall have a right to recover or to claim such damage only from the other Contractor or Subcontractor.~~

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.2.1 Where the term "Contractor" or "Prime Contractor" is used in the General Conditions, Supplementary Conditions, and other Contract Documents, it shall mean the Contractor who executed the Owner-Contractor Agreement.

§ 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, the Owner shall be deemed to be subject to the same obligations

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and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in this Article 6 and in Articles 3, 10, 11 and 12. The Contractor shall not interfere with the erection, installation or storage upon the premises of any work, materials, supplies or equipment not included in the Work, but which is to be performed and furnished by other Contractors, and the Contractor shall properly connect and coordinate the work therewith. The Contractor shall be responsible for the coordination and intermeshing of the work of his various sub-contractors and the work of other Contractors with the work.

§ 6.1.4 All Contractors, including the Owner's Contractors, shall cooperate with each other in the installation and construction of each contractor's work and in such manner as the Owner and/or Construction Manager may direct. All Contractors shall control and coordinate the work of their subcontractors, if any. The Owner and/or Construction Manager shall approve or require the modification of the work schedules of all Contractors to the end of the Project so the whole Project may be progressed, as expeditiously as possible, as one unit. The Award of more than one Contract for the Project requires sequential or otherwise inter-related Contractor operations, and may involve inherent delays in the progress of any individual Contractor's work. Accordingly, the Owner and/or Construction Manager cannot guarantee the unimpeded operations of any Contractor. Each Contractor acknowledges these conditions and understands that he shall bear the risk of all ordinary delays caused by the presence or operations of other Contractors engaged upon the Project and ordinary delays attended upon the approved Construction Schedule.

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

§ 6.1.6 The Owner reserves the right to perform work on any phase of the project through a change order plus appropriate administrative costs when the established milestones become jeopardized due to any Contractor inaction. Inaction includes, but is not limited to, failure to man the work properly, failure to prosecute approved submittals, failure to prosecute contracts and purchase orders, and other acts or omissions which are deemed by the Owner to be in the best interests of the work. During the progress of the work, other contractors, utilities and the Owner's own personnel (referred to collectively as "Others") may be engaged in performing work or may be awarded other contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with such Others and the Contractor shall fully cooperate with such Others, and carefully fit its own work to such Other's work.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner's own forces, 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.

§ 6.2.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of work by any separate or Prime Contractor involved with the work. If the Contractor sustains any damage through any act or omission of other contractors or utilities having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be hereunder, or through any act or omission of a subcontractor of such contractor and/or utility, the Contractor shall have no claim against the Owner for such damage, but shall have a right to recover such damage from the contractor and/or utility.

"Should any other contractor having or who shall hereunder have a Contract with the Owner for the performance of Work upon the site, sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at its own expense any suit based upon such claim.

"The Contractor agrees to defend and indemnify Owner, Architect, Construction Manager, Consultants and Sub-consultants, from all claims made against any of them arising out of Contractor's acts or omissions of the acts or omissions of any subcontractor of the Contractor.

"The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by the exercise of any other remedy provided for by the contract or by law.

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"When the work of the Contractor or its subcontractors overlap or dovetail with that of other Contractors, material shall be delivered and operations conducted to carry on the work continuously, in an efficient, workmanlike manner.

"In case of interference between the operations of different Contractors, the Architect or Owner's Representative, will be sole judge of the rights of each Contractor and shall have the authority to decide in what manner the work may proceed, and in all cases its decision shall be final.

"Any decision as to the method and times of conducting the work or the use of space as required in this subparagraph 6.2.1, shall not be made the basis of claims for delay or damages.

§ 6.2.1.2 The Contractor, including its subcontractors, shall keep itself informed of the progress of other contractors and shall notify the Architect or Owner's Representative immediately of lack of progress on the part of the other Contractors where such delay will interfere with its own operations. Failure of a Contractor to keep informed of the work progressing on the project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor own work.

§ 6.2.1.3 Delays or oversights on the part of any contractor or subcontractor in getting any or all of their work done in the proper way, thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

§ 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 or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.2.1 If part of the Prime Contractor's Work depends for proper execution or results upon Work by another Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the other Contractor apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Prime Contractor to report shall constitute an acknowledgment that the other Contractor's completed or partially completed construction is fit and proper to receive the Prime contractor Work, except as to defects not then reasonably discoverable.

§ 6.2.2.2 Prime Contractors shall promptly correct discrepancies or defects in their Work identified by other Contractors as affecting proper execution and results of the Work of the other Contractor.

§ 6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

§ 6.2.4 The Contractor shall promptly remedy damage ~~wrongfully~~ caused by the Contractor to completed construction or partially completed construction or to property of the Owner or other Contractors as provided in Section 10.2.5.

~~§ 6.2.5 Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Section 4.7 provided the other Contractors have reciprocal obligations. The other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.~~

~~§ 6.2.6 The Owner 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

§ 6.3.1 If a dispute arises among the Contractor, 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 as described in Section 3.15, the Owner may clean up and allocate the cost among those responsible as the Construction Manager, in consultation with the Architect, determines to be just.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 CHANGES

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. 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 in direct costs associated with such change and any and all adjustments to the Contract Sum and Construction Schedule. No course of conduct or dealing between the parties, nor express or implied acceptance of alterations or additions to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.1.5 Unit Prices:

- A. Unit prices shall be submitted in the Bid Form for various items set forth therein.
- B. Unit prices set forth shall be used to determine equitable adjustment of the Contract price in connection with extra work or work omitted or reduced by the Architect. The Unit Prices quoted shall include all labor, material, insurance, overhead, profit, equipment, hoisting, scaffolding, trucking, handling, submissions, layout, permits, insurance, applicable taxes, coordination, hangers, inserts, couplings, testing, delivery, supervision, etc., and shall apply to all work added; work deducted shall be at unit prices quoted.
- C. If any one of the unit prices quoted by a Contractor is excessively high in the opinion of the Construction Manager or the Architect, the Owner, Construction Manager and Architect will have the right to adjust such unit prices to a fair and reasonable figure before signing of the Agreement.
- D. Contractors shall refer to Specification Section 01025 - Unit Prices

§ 7.1.6 Changes in the work involving additional work or deletion of work effecting an addition to or subtraction from the Contract Sum shall not be made until the Contractor submits to the Architect and the Construction Manager the cost of the added or deleted work with a complete and detailed listing of all subcontractors involved, all materials, labor, overhead and profit and an appropriate Change Order has been issued. If requested, the Contractor shall submit detailed quotations from subcontractors and material suppliers. Changes in the work when not involving additions or deletions from the Contract Sum shall not be made until an appropriate Change Order has been issued. ALL CHANGE ORDERS MUST HAVE THE APPROVAL OF THE OWNER, CONSTRUCTION MANAGER AND ARCHITECT IN WRITING.

§ 7.1.7 Where quoted unit prices are not applicable as set forth in subparagraph 7.1.5 and the extra cost is to be determined under clause 7.3.3.3, the allowance above actual cost for overhead and profit shall be as specified in items (A), (B), and (C) below in subparagraph 7.1.8.

§ 7.1.8 Labor costs shall include items incidental to labor such as workmen's compensation insurance, social security, fringe benefits and all mandatory costs paid in connection with labor. Overhead shall include insurance other than those mentioned above, premiums on bonds required by the Contract, Contractor's Supervisory employees, General and Job Site office expense and small tools. Materials shall be Contractor's net cost.

- A. For work done by the Prime Contractor's own forces, allowance for combined overhead and profit on materials and on cost of labor shall not exceed 15%.

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- B. For work done by the subcontractors, allowance for subcontractor's combined overhead and profit on materials and on cost of labor shall not exceed 10%. To this amount, 5% may be added for the Prime Contractor's combined overhead and profit, except as otherwise specified for allowances and unit prices. The 5% markup shall be on the subcontractors cost of the labor and materials; not including the markup costs of the subcontractor.
- C. Regarding each change, for Contractor, Subcontractor, or Sub-subcontractor involved, total aggregate sum markup for all contractors involved shall not exceed 15% of the value of the work. Contractor, Subcontractor, or Sub-subcontractor shall agree on how 15% markup is allocated to each party.
- D. No markup shall be paid on the premium portion of overtime Work. No markup shall be paid on insurance, taxes, fringe benefits, or bond costs.

§ 7.1.9 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by:

- i. A complete itemization of costs including labor and material.
- ii. Subcontractors, Sub-subcontractors and material suppliers proposals for their portions of the work itemized to include labor and material.
- iii. Labor costs shall indicate hourly wage and fringe benefits.
- iv. Material costs shall include unit costs and units required where applicable.

§ 7.1.10 For any changes in the Work requested by the Contractor involving more than a three (3) calendar day extension of time, the Contractor shall submit critical path schedules showing the original schedule and impact of the proposed change justifying the requested extension of time. The Owner and/or Construction Manager may at its option refuse the extension of time and have the Contractor perform the work within the original schedule provided all reasonable costs for completing the work including overtime and acceleration costs are included in the Change Order.

§ 7.1.11 If a proposal for additional work is requested by the Owner or Construction Manager from the Contractor which involves additional time, at the Owner's or Construction Manager's option, the Owner or Construction Manager may extend the completion date for that portion of the work included in the change, without extending the Contract Time for the remainder of the work.

§ 7.1.12 Changes which involve credits to the Contract Sum shall include overhead, profit, general conditions, bond and insurance costs.

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

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 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 and stating a proposed basis for 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:

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- .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 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect 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.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Construction Manager 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, a reasonable allowance for overhead and profit, an allowance for overhead and profit in accordance with paragraph 7.1.8 A, B and C. 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 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 ~~rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; equipment cost:~~ Each item of equipment rented or leased for performance of the Change, with a schedule of the period (s) of use of each, multiplied by appropriate terms and rates, for comparable rental. No payment will be made for use of owned equipment already at the site or for rental use of manual and power hand tools;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 ~~additional costs of supervision and field office personnel directly attributable to the change.~~ Overhead and profit, insurance, taxes, fringe benefits or bond costs will not be paid by the Owner for overtime. Contractor shall submit a detailed, itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

§ 7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. Payment only after a fully executed Change Order has been received by the Contractor. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. 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, ~~increase or decrease~~, if any, with respect to that change. Also, if the amount of either the credit or the addition is in dispute, the amount of the other, nondisputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additions.

§ 7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Construction Manager for determination.

§ 7.3.9 When the Owner and Contractor agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately issued through the Construction Manager and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.3.10 Lump sum adjustment described in clause 7.3.3.1 shall be substantiated by submitting to the Construction Manager and

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Architect for evaluation evidence of actual costs for the following:

1. Costs described in paragraph 7.3.6, including labor and other costs of subcontractors, itemized by trades; and,
2. Costs of consumable supplies.

§ 7.3.11 When either the Owner or the Contractor or both do not agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner prescribed by Paragraph 4.7.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 7.5 FIELD ORDERS

§ 7.5.1 Field Orders are an interpretation of the Contract Documents or an order to do minor changes in the Work. Since time is of the essence, Contractor shall promptly complete the Work directed in the Field Order. Field Orders shall provide the means to a written order described in 7.4.1. Failure to proceed with a Field Order, which will adversely impact the completion of the project or delay the work of another contractor, shall be just cause for the Owner taking over the Work, or termination of Contract.

§ 7.5.2 Field Orders are not to be construed as Change Orders. A signed field order is not an approved Change Order.

§ 7.5.3 Neither the Owner, Architect nor Construction Manager shall sign field tickets, work orders or any other document prepared by the Contractor. Should the Contractor desire to record extra work performed, the Contractor may request that the work be monitored by the Construction Manager and submit a copy of the field ticket/work order immediately upon completion of such work for verification of time only.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The Work of this Project shall be commenced upon written notice to proceed.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The Work of this project shall be substantially complete on or before the dates indicated in the Milestone Schedule for those portions of the Work so stipulated. Work remaining to be completed after Substantial Completion shall be limited to items which can ordinarily be completed within the period between the payments at the time of substantial and final payment.

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

§ 8.1.5 The Date of Final Completion of the Work is the date all of the Work required under the Contract Documents is completed, and all applicable licenses, permits, certificates or approvals have been obtained by the Contractor and delivered to the Owner to the extent provided for in the Owner Contractor Agreement.

§ 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.

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

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writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.2.1 Contractor shall not commence work on the site until two (2) certified copies of all insurance policies as indicated in Article 11, attesting that the required coverage is in force, have been accepted by the Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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

§ 8.2.4 The Contractor shall reimburse the Owner for all the Architect's, Construction Manager's or other consultants' or professional fees for additional services necessitated by Contractor's failure to achieve Substantial Completion within the time established in the Agreement and for more than one inspection for each Substantial Completion and Final Completion."

§ 8.2.5 The Contractor acknowledges that satisfaction of the substantial completion date, final completion date and all other dates and milestones are vital to the success of the Project. In that regard, the Contractor and all subcontractors acknowledge that TIME IS OF THE ESSENCE on this Project.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner's own forces, Construction Manager, Architect, any of the other Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, Owner, or by other causes which the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. The criteria on which the term "weather delays" shall be based on the normal average amount of precipitation received in the project area, as recorded over a period of the last five (5) years by NOAA, National Climatic Data Center. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum period of three (3) months time, compared with the normal average for the area. Also, the criteria shall include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

Delay caused by any Subcontractor shall be the responsibility of the Contractor. The Contractor shall, therefore, ensure that all Subcontractors at all time provide sufficient personnel, equipment and materials to substantially complete the Work in the time specified herein.

Events of Force Majeure' shall mean an unavoidable delay that is not reasonably anticipatable impacting the applicable obligation, responsibility or duty (i.e., an event may delay one element of construction, but not another) and caused by (a) acts of God (e.g., tornado, flood, hurricane, severe windstorm), (b) fire or other casualty, (c) public orders not in existence on the date hereof, (d) strikes, lockouts or other labor disturbances (except Project specific strikes, lockouts or other labor disturbances caused by Contractor), (e) a wrongful delay or interference or omission by Owner, Architect or Construction Manager, (f) riots, insurrections, civil unrest, and embargoes, (g) unavailability of materials, equipment or labor caused by any of the foregoing. The Contractor shall not be entitled to excuse itself by an Event of Force Majeure unless it demonstrates that it took and required all of its Subcontractors and Material Suppliers to take all reasonable and appropriate actions to mitigate the adverse impact of any Event of Force Majeure.

§ 8.3.1.1 Extension of time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable effort to recover the lost time. Contractor shall increase manpower, work overtime including weekends at no additional cost to the Owner to recover lost time and maintain the schedule.

§ 8.3.1.2 An extension, or extensions, of time may be granted subject to the provisions of this article, but only after written application therefor by the Contractor in accordance with Paragraph 4.7.8.

§ 8.3.1.3 An extension of time shall be only for the number of days of delay, which the Construction Manager and the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be

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entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but if at all, only the actual period of delay as determined by the Construction Manager and the Architect.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.7.

§ 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. In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract Time shall be made in writing to the Construction Manager and Architect within five (5) days of the cause of delay. Extensions of time shall be the sole remedy for any delay.

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

§ 8.3.5 The intent of the Contracts is for the Work to follow a logical sequence; however, the Contractor may be required by 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 come back time to these areas shall be performed at no additional cost to the Owner.

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

§ 8.5 The contractor acknowledges and agrees that if it fails to meet any date or milestone, including, but not limited to substantial completion and final completion dates, the Owner's will sustain extensive damages as a result of such failure (collectively referred to as "damages"). Such damages include, but are not limited to, rental charges for an alternate learning environment during construction and transportation costs associated with student transportation to such alternate learning environment. Accordingly, the contractor shall take all steps necessary, including working overtime, at no additional cost to the owner, to meet all dates and milestones. Additionally, if any contractor causes, in any manner whatsoever, any other contractor or subcontractor to fall behind schedule, the contractor(s) responsible for causing the delay, as determined by the architect, shall bear all costs associated with bringing the portion of the work back onto schedule. Such costs may include, but are not limited to, overtime fees. Notwithstanding any other provision to the contrary, to ensure payment for the aforementioned costs, the owner may withhold such additional amounts as it deems reasonable from any funds due the responsible contractor. The failure of any contractor to comply with the terms of this paragraph shall be considered a material breach of its contract with the owner and such contractor shall be responsible to the owner for all costs and expenses associated with said breach, including attorneys' fees, architect's fees, construction manager's fees, consequential damages and the costs to complete the project on schedule. The remedies afforded the owner under this paragraph are in addition to any other remedies it is afforded under the contract documents and shall not limit its ability to recover its damages and losses from the contractor.

§ 8.6 Construction Manager may direct acceleration of the Work in order that it may be performed in advance of the schedules, time requirements and Project requirements described in the Contract Documents. If so directed, contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for work performed outside of regular working hours except as authorized in writing by Construction Manager. Provided that contractor is not in default under the Contract, and Construction Manager has issued the aforesaid authorization, their shall be added to Contract Price an actual out-of-pocket amount equal to: (i) additional wages actually paid, at rates which have been approved by Construction Manager; (ii) taxes imposed by law on such additional wages; (iii) premiums for worker's compensation and liability insurance if required to be paid on such additional wages; (iiii) Overhead and Profit will not be included in any additional compensation. Written authorization for overtime, which exceeds \$500.00 in any one week, shall be invalid unless confirmed in writing by Construction Manager's Project Manager, it being understood that Construction Manager's on-site Superintendent shall not have authority to authorize such overtime, which exceeds \$500.00 in any one week. Contractor expressly waives any claim based on quantum meruit and agrees that any claims against Owner, irrespective of an alleged breach by Owner of the Contract, shall be based, nonetheless, upon the Contract and the Contract Price.

§ 8.7 Contractor may request access to the site during the time beyond the work hours permitted. Approval is solely at the discretion of the Owner and Construction Manager. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner, Architect, and Construction Manager for providing the site to the Contractor during additional time periods.

§ 8.8 The Contractor shall be responsible for labor peace on the Project and shall, at all times, exert its best efforts and judgment as an experienced Contractor to adopt and implement policies and practices designed to avoid work stoppages, slow downs,

disputes or strikes where reasonably possible and practical under the circumstances and shall, at all times, maintain Project wide labor harmony. The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slow downs, disputes, or strikes except as specifically provided elsewhere in these Contract Documents.

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.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect, through the Construction Manager, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. 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.

§ 9.2.2 Schedule of Contract Values:

- .1 Each Contractor will be required to submit four (4) copies to the Construction Manager and the Architect within twenty one (21) calendar days from the date of award of the Contract the Schedule of Values using the Architect's Payment Application form.
- .2 The list of items shall include all items included in all Divisions and Sections of the specifications.
- .3 The schedule of values shall state the names of all subcontractors, sub-subcontractors and material suppliers and the amounts to become due to each. It shall state the value of work to be completed by the contractor's own forces.
- .4 Contractor shall maintain and keep current all changes to the Schedule of Values caused by Change Orders, Construction Change Directives or other authorized changes. Such revised Schedule of Values shall be presented monthly with the Application for Payment.

§ 9.2.3 Each Contractor shall submit a separate Schedule Of Values for each building or facility to which his Contract applies, showing the facility name and SED project number. To these schedules a summary sheet for the Contract value shall be attached.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be ~~notarized, if required, notarized~~ and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

§ 9.3.1.3 Applications for payment shall be made monthly on the AIA Document G702/CMA, Application and Certificate for Payment.

§ 9.3.1.4 Until Substantial Completion in accordance with Paragraph 9.8, the Owner shall pay 95 percent of the amount of each progress payment due the Contractor.

§ 9.3.1.5 At Substantial Completion in accordance with Paragraph 9.8.3, and when satisfied with the progress of the Work, the Owner, with consent of surety, may adjust the amount retained from previous progress payments so that the retainage will not be less than two (2) times the amount required to complete items identified in the list prepared in accordance with Paragraph 9.8.2 plus the amount

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required to satisfy any outstanding claims, liens, or judgments, against the Contractor which have not been satisfactorily discharged.

§ 9.3.1.6 The full retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Construction Manager and the Architect, if the Surety withholds his consent or for other good and sufficient reasons.

§ 9.3.1.7 In the event the bonds identified in Paragraph 11.4 become invalid, the Owner shall pay 90 percent of the amount of each progress payment due the Contractor until Substantial Completion.

§ 9.3.1.8 Once the Contractor's application for payment has reached 85% of the contract amount, no further payment will be made until Operation and Maintenance Manuals have been delivered to the Construction Manager.

§ 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 applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.2.1 Applications shall be based on the completed Work as described above less retainage, and less the aggregate of previous payments. Change Orders when approved shall be listed at the bottom of the last sheet of the payment application.

§ 9.3.2.2 Procedures required by Owner shall include, but are not necessarily limited to, submission by the Contractor to the Construction Manager, with copies to the Architect, of bills of sale and bills of lading for such materials and equipment, provision of opportunity for the Construction Manager's visual verification that such materials and equipment are in fact in storage; and, if stored off-site, submission by the Contractor of verification that such materials and equipment are stored in an insured and bonded warehouse.

§ 9.3.2.3 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, and upon which partial payments have been made, shall become the property of the Owner. The care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including proper storage and maintenance of insurance coverage against theft, damage and fire on a replacement cost basis without voluntary deductible.

§ 9.3.2.4 Material Requisition Form:

- A. If the Contractor intends to request payment for materials stored on the site in accordance with the provisions of the Contract Documents, they must use the Architect's Standard Form entitled "Material Requisition."
- B. Each request for payment shall be accompanied by the proper original (not photocopies) invoices and with insurance verification.
- C. The materials stored either on or off the site shall be deemed to be those that will be first incorporated into the work. The relationship of labor and materials as indicated on the Payment Application shall be the basis for establishing the rate of payment for the transfer of material stored to materials installed.
- D. Reasonable discretion shall be used as to what materials are to be stored along with the length of storage. Items to be stored and claimed for payment must be reviewed with the Construction Manager. The Owner may limit such payments to materials in short and/or critical supply and materials specifically fabricated for the project as defined in the contract.

§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This paragraph shall not be construed as relieving the Contractor from the

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sole responsibility for all materials and work upon which payments have been made, or the restoration of any damaged or improperly placed Work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract. The Contractor shall indemnify and hold the Owner harmless from any liens, claims, security interest or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under any of them.

§ 9.3.4 The first payment request shall be accompanied by the Contractor's Sworn Statement, Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment request shall be accompanied by the Contractor's Sworn Statement, partial Waiver for the full amount of the payment, and by the partial Waivers of Subcontractors and Suppliers who were included in the immediately preceding payment request, to the extent of that payment. The above waivers requirements shall not affect the duty of the Contractor to promptly pay each Subcontractor each month the amount to which he is entitled. Request for final payment shall be accompanied by Final Waivers of Lien from the Contractor and all Subcontractors and Suppliers of material who have not previously furnished such final waivers. Final waivers shall be for the full amount of the contract. By signing an Application for Payment, the Contractor certifies and warrants to Owner that the Contractor has no notice of any vendor's, materialman's, mechanic's, suppliers' or other similar lien rights or rights to liens, chattel mortgages, or conditional sales contracts pertaining to the Work covered by the subject Application for Payment, and the Contractor waives all claims against the Owner for extensions of time or adjustments to the contract price based on events or circumstances existing or occurring before the date of the subject Application for Payment, except as specifically stated in the Application for Payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Construction Manager will assemble a Project Application for Payment by combining the Contractor's applications with similar applications for progress payments from other Contractors and, after certifying the amounts due on such applications, forward them to the Architect within seven days.

§ 9.4.2 Within seven days after the Architect's receipt of the Project Application for Payment, the Construction Manager and Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Contractor, for such amount as the Construction Manager and Architect determine is properly due, or notify the Contractor and Owner in writing of the Construction Manager's and Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Such notification will be forwarded to the Contractor by the Construction Manager.

§ 9.4.3 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on their individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Construction Manager's and Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations 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 minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager or Architect. The issuance of a separate Certificate for Payment or a Project Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate 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 the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material 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.

§ 9.4.3.1 After the first certificate of payment has been issued by the Construction Manager and the Architect, and paid by the Owner, the Contractor shall sign the affidavit on the Application for Payment on all subsequent Applications for Payment.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Construction Manager or Architect may decide not to certify payment and may withhold a 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 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager or Architect will notify the Contractor and Owner as provided in Section 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Construction Manager and Architect will promptly issue a Certificate for Payment for the amount for which the Construction Manager and Architect are able to make such representations to the Owner. The Construction Manager or Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the

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whole or a part of a 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 because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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 another 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 ~~persistent failure to carry out the Work in accordance with the Contract Documents.~~
- .8 failure of the Contractor to provide executed Performance and Payment bonds (if applicable) and a current Certificate of Insurance.

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

§ 9.5.3 In addition to any rights the Owner may possess pursuant to law, if at any time there should be evidence of any liens or claims for which, if established, the Owner will become liable and which would be chargeable to the Contractor, the Owner shall have the right to retain, out of any payment due or thereafter to become due an amount sufficient to completely indemnify the Owner against such lien or claim, including an amount for legal fees and all other related costs. Should there prove to be any such lien or claim after all payments are made, the Contractor shall repay the Owner all sums which the Owner may be compelled to pay in discharging such lien or claim, including any legal fees or other costs resulting from the lien or claim.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Construction Manager and Architect have issued a 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.

§ 9.6.1.1 The Owner, in accordance with the terms of the contract, shall pay the requisition, less an amount necessary to satisfy any outstanding claims, liens or judgments and less the retained amount specified under clause 9.3.1.1. Similarly, the Owner shall pay, upon requisition for materials delivered to the site or off-site and suitably stored and secured as required by the Owner. The Owner may limit such payments to materials in short and/or critical supply and materials specifically fabricated for the project as defined in the contract.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 similar manner.

§ 9.6.2.1 Within ten (10) calendar days of the receipt of a payment from the Owner, the Contractor shall pay each of his subcontractors and material suppliers for work performed and/or materials furnished by them as reflected in the payment form the Owner, less an amount necessary to satisfy any outstanding claims, liens or judgments and less the applicable retained percentage amount withheld from the Contractor. The Contractor shall not retain portions of proceeds owed the subcontractor and/or material suppliers from the Owner's payment to the Contractor for the "contract balance". Similar provisions apply to the subcontractor and/or material supplier paying each of his subcontractors and material suppliers.

§ 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 Neither the Owner, Construction Manager, nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. Subcontractor, material supplier, or Sub-subcontractor, nor is there created any relationship in contract or otherwise, implied or express, between the Subcontractor or the Sub-subcontractor or material supplier and the Owner, Construction Manager or Architect. The Contractor shall take prompt action with respect to any lien filed or claim made by any of its suppliers, materialism, Subcontractors or Sub-subcontractors, or others to whom it is obligated so that any such liens or claims will be removed of record as against the Owner

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or the Owner's property within twenty (20) days after they are filed or made. The Contractor shall be solely responsible for the removal and payment of all such liens and claims, and the Owner shall have no liability with respect to them. If the Contractor does not promptly remove any such lien or claim as required by this Subparagraph, the Owner may do so, and may then deduct the cost of doing so, including reasonable attorneys' fees and disbursements from the Contract sum.

§ 9.6.5 Payment to material 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 The Owner shall make no payment to the Contractor after the contract-scheduled date of Substantial Completion (including authorized adjustments) until the actual date of Substantial Completion.

§ 9.7 FAILURE OF PAYMENT

Not Used.

§ 9.7.1 If, through no fault of the Contractor, 1) the Construction Manager and Architect do not issue a Project Certificate for Payment within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment or 2) 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 The Date of Substantial Completion of the Work or designated portion thereof shall be the date used for the purpose of determining when the next to final payment to the Contractor is due to be paid, and it shall be considered as the completion of the Work of the Contract in its entirety with the exception of such items as are of a minor nature and are properly assignable to a Punch List. It shall be at the discretion of the A/E to determine the date when Substantial Completion has been accomplished.

Substantial Completion shall not be deemed to be achieved until after the Contractor has submitted the Project Record Documents, Attic Stock, and Operations and Maintenance Manual for his Contract, and this manual has been deemed by the Construction Manager and the Architect as complete.

§ 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 and Construction Manager shall jointly prepare and submit to the or within seven (7) days of the scheduled date of Substantial Completion (as established in the bid documents or modified by Change Order), the Architect will conduct an inspection of the work. As a result of that inspection, the Architect will issue a formal Substantial Completion Inspection Report. This report will document the condition of the work and will render a formal opinion as to whether or not the work or designated portion is substantially complete. The Contractor shall prepare and submit to the Construction Manager and Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. 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. 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 in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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

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Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

If, as a result of the Architect's inspection, it is determined that the work is not Substantially Complete and in accordance with the Contract Documents, the Architect shall notify the Owner, the Construction Manager and Contractor in writing of this opinion. This notice will include the Substantial Completion Inspection Report documenting the conditions of the work and will request a formal recovery schedule from the Contractor, so that the Date of Final Inspection (as established in the bid documents or modified by Change Order) can be maintained. The contractor must respond, in writing, within seven (7) days of this notice with a recovery plan and schedule. The Contractor will complete or correct the Work on the list generated on the Substantial Completion Inspection Report within 30 days from the date of Substantial Completion. If all items on the punch list(s) are not completed within the time period established above the commencement date of all warranties and guarantees will be revised to the date on which the Architect certifies the final payment application.

§ 9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Manager and Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. ~~entire work, the Contractor shall submit a requisition for the "contract balance".~~ The Owner shall pay the remaining amount of the contract balance less two (2) times the value of any items to be completed and an amount necessary to satisfy any outstanding claims, liens or judgments against the Contractor. Until all remaining items of work are satisfactorily completed or corrected, the Owner may hold all retainage, including monies for all "uncompleted" items, until all items are completed and close out submittals are complete.

§ 9.8.3.1 No partial payments will be made after the time fixed for the completion of the work or the time to which completion may be extended under the terms of the Contract, until the full and final completion and acceptance of all work herein agreed upon."

§ 9.8.3.2 Where project includes Heating and/or Air Conditioning, electrical, communication, data or other systems, which are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. Contractors shall provide complete start up and commissioning of the systems with a detailed checklist as recommended by the equipment &/or system manufacturer. The retained amount shall approximate five percent (5%) of the cost of the systems as determined by the cost breakdown submitted. The warranty-warranty period for such systems will not commence until after such Architect approval.

§ 9.8.3.3 For any uncompleted work at the time of Substantial Completion, the Owner will retain monetized value of the remaining work, i.e. "punch list", times 200 percent as determined by the Architect and Construction Manager which will be released upon notification by the Contractor to the Architect that the Work has been completed to the Architect satisfaction.

§ 9.8.4 Except on projects where there is no Performance Bond required, the Contractor's requests for reduction or discontinuance of retainages shall be accompanied by a properly executed copy of the "Consent of Surety to Reduction in or Partial Release of Retainage" AIA form. The Contractor shall cooperate with the Architect, Construction Manager, Owner and Surety in establishing the correctness of his requests. Such requests shall be made in ample time as all necessary approvals must be secured before requests can be honored.

§ 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 as required under Section 11.3.11 and take over, use, occupy or operate any part of the completed or partly completed Work, and the Contractor shall not in any way interfere with or object to the receipt of notice in writing from the Owner that such Work or part of the Work will be used by the Owner on and after the date specified in such notice, provided, however, that the insurer consents as required in Subparagraph 11.3.11 and the use or occupancy is authorized by public authorities having jurisdiction over the Work. 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. Upon any such occupancy, as between the parties, the Owner shall become responsible for all safety and security and the payment of all utility charges with respect to the Work or part of the Work occupied by the Owner. If the parties are unable to arrange conveniently for the allocation of utility charges between them, the Owner shall become responsible for all such charges. Such occupancy does not relieve the Contractor from completing the Work within the time period specified.

§ 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. Further such occupancy alone shall not determine when substantial completion and the performance has been reached.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon completion of the Work, or within seven (7) days following the date of Final Completion (as established in the bid documents or modified by Change Order) the Architect will conduct a final inspection of the work. The Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will forward the notice and Application to the Architect who will promptly make such inspection. As a result of that inspection, the Architect will issue a Final Inspection Report. This report will document the condition of the work and will render a formal opinion as to the whether or not the work or designated portion is complete. If, as a result of the Architect's inspection, it is determined that the work is not complete and in accordance with the Contract Documents, the Architect shall notify the Owner, the Construction Manager and the Contractor in writing of this opinion. This notice will include the Final Inspection Report documenting the conditions of the work and will be considered a formal notice to the Contractor of their failure to fulfill the terms and conditions of their contract. If as a result of this inspection, it is determined that the work is complete, the Contractor shall submit their Final Payment Application for processing by the Construction Manager and Architect.

When the Architect, based on the recommendation of the Construction Manager, 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 stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Construction Manager's and Architect's final 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. The Owner shall not be bound by the Construction Manager's and Architect's Final Certificate for Payment, and it may make its own investigation of the progress of the Contractor's Work and shall be obligated to pay only of r Work actually completed by the Contractor in accordance with the Contract Documents.

§ 9.10.1.1 If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the one-year correction period described in Article 12 shall be set by the Architect at their discretion, but not later than the date of final Certificate for Payment.

§ 9.10.1.2 If the Architect and Construction Manager are required to provide additional services, extend the duration of services to the Owner and/or Perform final inspections because the Work fails to comply with the requirements of the Contract, or the contractor did not complete the work in accordance with the construction schedule, the amount of compensation paid to the Architect and Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.10.1.3 All Contractors are required to complete all 'Punch List' items and all 'Closeout' requirements within thirty (30) calendar days after substantial completion. If the Architect and Construction Manager are required to provide additional services, extend the duration of services to the Owner and / or perform final inspections because the Contractor fails to comply with the requirements of the Contract, or the Contractor did not complete the work in accordance with the construction schedule, the amount of compensation paid to the Architect and Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor. If the Contractor does not complete the punch list within thirty (30) calendar days after substantial completion, the Owner and Construction Manager retain the right to hire another Contractor to complete

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the punch list on a time and material basis and deduct the cost of completing this work and any and all other remaining punch list work and deduct such cost from the Contractors application for payment.

§ 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 other wise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ 9.10.2.2 Submittals required above shall be made in accordance with procedures described in Division 1.

§ 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 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 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. The making of final payment shall constitute a waiver of Claims by the Owner as provided in Section 4.4.5.

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material 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. Such waivers shall be in addition to the waiver described in Section 4.7.5.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 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.

§ 10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Construction Manager and Architect in writing. ~~The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4.~~ Owner shall arrange for the material to be tested and if the test reveals that the material is either asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Owner shall pay for the test; otherwise, the Contractor shall bear the cost of the test and the Contract Sum shall be reduced by the amount of that cost. The Contractor shall comply with the reasonable instructions of the Owner after the test is

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conducted. This subparagraph shall not apply in the case of asbestos which is to be removed and disposed of as part of the Work of this Agreement.

§ 10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

§ 10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, 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 is asbestos or polychlorinated biphenyl (PCB) 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 10.1.4. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Owner, Contractor, Construction Manager and Architect shall then proceed in the same manner described in Section 10.1.2.

§ 10.1.5 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Owner, Contractor, Construction Manager and Architect shall then proceed in the same manner described in Section 10.1.2. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a 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 verify that it has been rendered harmless.

§ 10.1.6 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a 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 verify that it has been 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 such material or substance or who are to perform the task of removal or safe containment of such 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.

§ 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 or the Contractor's Subcontractors or Sub-subcontractors;
- .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 or other Contractors.
- .5 the existing building and premises in the vicinity of, or affected by, the Contractors operations

A. Safe access to and egress from any building under construction as part of this Contract, or any existing building in which work is being done under this Contract, shall be maintained and remain unencumbered by each Contractor in accordance with all applicable codes, rules and regulations of authorities having jurisdiction on the Work. Contractors and subcontractors shall cooperate in maintaining this condition.

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- B. Roadways, paths, walks, exits, service drives and other areas, shall remain unobstructed and shall be maintained in a safe and satisfactory condition, for all persons using the building and premises.
- C. Materials shall not be stored promiscuously about the site, or in the building, but shall be carefully stored in areas that will not interfere with pedestrian traffic or with access to and egress from adjacent properties and use of the building.
- D. Each Contractor shall provide and maintain such temporary work as may be required for the protection of his finished work where liable to injury.
- E. Each Contractor will be responsible for all of his work, materials and equipment that may be damaged or stolen during the duration of the Contract, and until the work is accepted by the Owner and shall make good any such damage or loss without expense to the Owner.
- F. Each Contractor shall not permit unnecessary hazards to be created or permit them to continue if they are discovered.
- G. Contractors' storage and staging areas shall be only in locations assigned or approved by the Owner and Construction Manager. This material may be required to be relocated by the Contractor as building occupancy or use changes during the course of the Work. This will be done by the Contractors at no additional cost to the Owner.

§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

§ 10.2.3.1 Temporary barricades, tunnels, partitions, fencing and such other structures shall be constructed and maintained by the Contractor as may be necessary to maintain building exits and control access to the Contractors' Work and operations.

§ 10.2.4 When use for 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.

§ 10.2.4.1 Storage of Hazardous Materials: Use and storage of fuel, propane gas, refrigerants, solvents, paints and other hazardous or dangerous materials shall be subject to the latest codes and regulations applicable, of OSHA and any other Federal, State or local regulatory body requiring more stringent conditions.

§ 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, except damage or loss 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 load or permit any part of the construction or site to be loaded so as to endanger its safety. No Contractor shall load any part of the Work with materials, equipment, shores, bracing, etc., which in any way can cause damage to same or to other Work or endanger persons in or about the Work.

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§ 10.2.8 The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and the Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and the Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract. The Contractor shall indemnify and hold harmless the Owner of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail or refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fee, in recovering such defense costs from the Contractor. This paragraph shall also apply to any notices or violations received from or penalties imposed by any board, agency or commission exercising jurisdiction over the Project or Project site.

§ 10.2.9 Restoration: If during the construction, public or private property is damaged or destroyed, during the course of his work, the Prime Contractor responsible shall, at his own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in an acceptable manner.

§ 10.2.10 O.S.H.A.: In addition to all requirements set forth herein all Contractors and subcontractors who perform any work under this Contract will fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours. The duty of the Architect and Engineer to conduct construction review of the Contractor's or his subcontractor's performance is not intended to include review of the adequacy of the Contractor's or his subcontractor's safety measures in, on or near the construction site or buildings.

§ 10.2.11 Welding:

- A. All welding shall be done in accordance with the American Welding Society Code for Arc Welding Society, certified for current year.
- B. When cutting or welding is to be done, the Owner and Construction Manager MUST be notified prior to start. In addition, the Contractor for the work shall provide a fire watch with proper fire extinguisher for duration and ½ hour after of cutting and welding work.
- C. A welding curtain is to be installed around area where welding or cutting is to be done. No welding machines will be tied into electric panels without express permission from the Owner. Portable gasoline driven generators may not be used without the expressed permission of the Owner.
- D. Obtain Owner's permission for each location in existing building where welding is required. Owner's stipulated requirements shall be adhered to.

§ 10.2.12 Open Burning: Open burning on the site is prohibited. All possible precautions shall be taken to prevent fires.

§ 10.3 EMERGENCIES

§ 10.3.1 In an emergency affecting safety or 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 Section 4.7 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

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- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3-18.3.18.
- .8 Liability insurance shall include, and have listed on the Certificate of Insurance, all major divisions of coverage and be on a comprehensive basis including:

1. Premises – Operations, including X, C, and U coverage as applicable.
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion Deleted.
5. Contractual – including specified provisions for the Contractor's obligations under Paragraph 3.18.
6. Owned, Non-Owned, and Hired Motor Vehicle.
7. Broad Form Property Damage Including Complete Operations.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Owner, for a minimum of one (1) year after final completion of the project.

§ 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers Compensation
 - (a) State: Statutory
 - (b) Applicable Federal (e.g., Longshoremen's): Statutory
 - (c) Employer's Liability: Statutory
2. Comprehensive Commercial General Liability, including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad form Property Damage:
 - (a) Bodily Injury: \$1,000,000 Each Occurrence
General Aggregate \$2,000,000
 - (b) Property Damage: \$1,000,000 Each Occurrence
General Aggregate \$2,000,000
 - (c) Products and Complete Operations to be maintained for 2 years after final payment:
Operations Aggregate \$2,000,000
 - (d) Property Damage Liability shall provide X, C, and U coverage.
 - (e) Broad Form Property Damage coverage shall include Completed Operations.
3. Contractual Liability included in limits under sub-paragraph 2 (a) and (b) above.
4. Personal Injury:
\$1,000,000 Aggregate.

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5. Business Auto Liability (including owned, non-owned, and hired vehicles):

\$1,000,000 Combined single limit including bodily injury and property damage.

6. If the General Liability coverages are provided by a Commercial Liability policy, the:

- (a) General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to the Project only.
- (b) Fire Damage Limit shall be not less than \$50,000 on any one Fire.
- (c) Medical Expense Limit shall be not less than \$5,000 on any one person.
- (d) Only Prime Contractor, or their subcontractors, who are self performing any Abatement operations, need to comply with the requirements of 11.1.5.6d. Asbestos/Lead Abatement Insurance with coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it must pre-date the inception of the contract.
- \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate, including products completed operations.

7. Umbrella Excess Liability:

\$5,000,000 Over General Liability, Automobile Liability and Employer's Liability.
\$ 10,000 Retention for self-insured hazards each occurrence

8. Bodily injury coverage under both Comprehensive General; and Comprehensive Automobile forms, shall include the "Occurrence" basis working, which means an event or continuous or repeated exposure to conditions, which unexpectedly causes injury during the policy period. Insurer shall be authorized to do business in New York State Insurance Department.

9. The Owner, Architect, and Construction Manager shall be named as an "additional insured" under the Contractors policies with limits equal to, or in excess of, the limits in Subparagraph 11.1.2 above.

10. With respect to Excess Liability Insurance; Commercial General Liability, Automobile Liability, and Employer Liability shall be scheduled as primary.

§ 11.1.2.2 ACORD Form 25S (Refer to Sample Certificate) shall be an acceptable form for the Certificate of Insurance when accompanied by AIA Form G715 (Refer to Sample AIA G715 Form). In addition to the Certificate of Insurance, the Contractor shall provide the Owner with copies of any endorsements subsequently issued substantially amending coverage or limits.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.5 Each Prime Contractor shall submit to the Construction Manager for transmittal to the Owner, and copy to the Architect and Construction Manager two (2) executed copies of Certificates of Insurance for approval using the ACORD Form, as proof of insurance in the amounts required. In addition, each Contractor shall, upon demand of the Owner, submit true copies of all policies specified. Certificates and/or policies which are found to be incomplete or not according to form shall be returned as unsatisfactory and proper documents shall then be provided or the Contractor shall be deemed to be in default. Furnish to the Owner, immediately, copies of any endorsements that are subsequently issued amending coverage or limits. All copies of certificates and correspondence relating thereto shall be directed to the Owner.

§ 11.1.6 The Owner, Architect and Construction Manager shall be named as additional insured on the Contractor's policy of General Liability, Auto and Umbrella excess Insurance.

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§ 11.1.7 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.

§ 11.1.7.1 If the Asbestos Abatement Liability Policy is provided on a claims-made basis, the extended reporting period must remain the inception date of coverage for the work referenced within the contract.

§ 11.1.7.2 Contractor shall provide Asbestos Abatement Liability Insurance with an express provision that Owner will be provided a defense and will be indemnified should an accident or occurrence occur creating liability associated with Asbestos Wastes or any other environmental condition herein. Contractor expressly agrees to name the Owner as an additional insured on its Asbestos Abatement Liability Insurance policy for a period of not less than three (3) years following the acceptance by Owner of the Certificate of Completion provided said insurance is available.

§ 11.1.7.3 If Asbestos Liability insurance is not available from a company licensed to sell insurance in the State of New York, immediately notify the Owner, in order that other appropriate insurance can be written.

§ 11.1.7.4 The Contractor or Subcontractor performing Asbestos removal shall provide insurance which contains an endorsement providing coverage for the asbestos removal/ treatment/abatement activities, which are the subject of this work.

§ 11.1.8 The Insurance Certificate/ Accord Form shall be endorsed to the effect that the General Liability Aggregate applies to this project only and to each location of this project.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents. The Contractor shall purchase from and maintain with an insurer or insurers admitted and licensed to do business in the State of New York an insurance policy covering the Owner's contingent liability for claims resulting from the Contractor's operations under the Contract.

§ 11.2.2 The insurance required by subparagraph 11.2.1 shall be written to name the Owner, Architect, Bovis Lend Lease LMB, Inc. (parents and affiliates), and its employees as additional insured on all applicable policies.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.1.1 Property insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. The insurance coverage referred to in this subparagraph 11.3.1.1 shall be in accordance with a standard Builder's Risk Policy used in the State where the project is located. Property Insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment. The form of policy for this coverage shall be Completed Value.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto. Property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

§ 11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

§ 11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit. The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.7.

§ 11.3.1.5 The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.7. Contractor shall provide insurance coverage for portions of the Work stored off the site, in transit, and stored on the site but not incorporated into the Work as full replacement cost basis without voluntary deductible.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the may, at its discretion, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate

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policies shall provide this waiver of subrogation by endorsement or otherwise. Owner Shall Not Waive Any Rights of Subrogation. Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier or any self-insured risk pool of which it is a member, may have against any Contractor or Subcontractor of any tier or any of their employees, agents, consultants, officers and directors.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. A loss insured under Owner's property insurance 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. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Subcontractors in similar manner.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and against the Construction Manager, Architect, Owner's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.3.8 A loss insured under Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.9. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

§ 11.3.10 The Owner as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Section 4.9. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution power.

§ 11.3.11 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering Each Contractor shall furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract; the payment of all obligations arising there under in the amount of one hundred percent (100%) of the Contract Sum, on the form provided in the Specifications. The Contractor shall pay the Premiums.

§ 11.4.1.1 The Contractor shall deliver in triplicate, bonds covering faithful performance of the Contract and payment of obligations arising thereunder to the Construction Manager for transmittal to the Owner no later than seven (7) days following the date the Agreement is executed, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be issued. The Contractor shall submit with and at or before the same time the bonds are delivered the most recent A.M. Best Rating and Analysis for the proposed surety and evidence that the proposed surety is admitted and licensed to do business in the State of New York. The sufficiency of the bonds is subject to the approval of the Owner, and bonds which are deemed insufficient by the Owner may be rejected. Each bond shall be maintained throughout the duration of the Project.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. No performance or payment bond shall require, as a condition precedent to termination of a Contract or Contractor, that any notice be sent to or meeting be arranged or held with a Contractor (Principal) and / or surety prior to such termination. Any such requirement(s) shall be void and unenforceable and the Owner shall have the right to reject such bond(s) and / or ignore such conditions. The exclusive method of termination of Contract or contractor is contained in the Contract Documents and a Contractor and surety expressly agree to be bound thereby.

§ 11.4.1.3 The Owner reserves the right to make additions, omissions or changes in the Work. The Contractor shall keep the surety advised of all Modifications to the Contract Documents.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.3 Whenever the Contractor shall be and is declared by the Owner to be in default under the Contract, the surety of the Contractor shall be responsible to make full payment to the Owner for any and all extra work and accounting and other expenses incurred by the Architect as a result of a Contractor's default and to pay the Owner all attorney's fees in addition to paying testing, consulting, engineering, accounting and court costs incurred by Owner as a result of a Contractor's default and in protecting the Owner's right under the agreement with the Contractor to remedy the Contractor's default or honor the terms of the Performance Bond. The provisions of this clause for charging of costs, fees and extra work against the Contractor shall apply to Subparagraphs 3.4.1, 7.6.1, 14.2.1, and 14.2.2 as though expressly included therein.

§ 11.4.4 It shall be the duty of the Surety to give an unequivocal notice in writing to Owner within ten (10) days after receipt of a declaration of default of the Surety's election either to remedy the default or defaults promptly or to perform the contract promptly or to pay to Owner the penal sum of the bond, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned Work, (c) the furnishing of each omitted item of Work, and (d) the performance of the contract. The Surety shall not assert solvency of its Principal or its Principal's denial of default as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract

§ 11.4.5 In the event the said Surety shall fail to act promptly as hereinbefore provided, then Architect shall cause ten (10) days' notice of such failure to be given, both to said Principal and Surety, and at the expiration of said ten (10) days, the Obligatee shall have the authority to cause said work to be done and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said contract, and not limited to the penal sum of the bond.

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Upon the completion of said contract pursuant to its terms, if any funds remain due on said contract, the same shall be paid to said Surety.

§ 11.4.6 The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said contract including, but no limited to, all repair and replacement costs necessary to rectify construction error, all architectural and engineering costs and fees, all consultant fees, all testing and laboratory fees, and all legal fees and litigation costs incurred by Owner.

§ 11.4.7 The Surety agrees that other than as is provided in this Bond it may not demand of Owner that Owner shall (a) perform anything or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature which is not required of Owner to be done under Contract Documents.

§ 11.4.8 In the event the surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent the Contractor agrees forthwith upon request of the Owner to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the Owner.

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 required in writing by either, must be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time-Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect Manager, Architect, or governmental authority has not specifically requested to observe 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, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby.

§ 12.2.2 If, within one year two years 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year two years 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 performance of the Work. This obligation under this Section 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

§ 12.2.2.1 The guarantee-warranty required by paragraph 12.2.2 shall be written in a form acceptable to the Owner, properly sworn to and signed by a responsible officer of the Contractor's firm. The obligations under Paragraph 12.2 shall cover any repairs or replacement to any part of the Work or other property caused by defective Work.

§ 12.2.2.2 The Contractor shall pay all costs in connection with corrections required by paragraph 12.2.2. In the case of any work performed in correcting defects pursuant to the guarantees provided by the Article 12, the guarantee periods specified by this Article 12 shall begin anew from the date of completion of such work.

§ 12.2.2.3 The obligations under paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective work.

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§ 12.2.2.4 Upon completion of any Work under or pursuant to this paragraph 13.2, the one (1) year correction period in connection with such portion of the Work requiring correction shall be renewed and recommenced.

§ 12.2.3 The Contractor shall remove from the site portions of the Work which 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 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or other Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.2.6 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year 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.

§ 12.2.7 The Contractor shall deliver to the Owner, before final payment is made on the Contract, all required written guarantees/warranties in form acceptable to Architect and Owner's Representative properly sworn to and signed by a responsible officer of the Contractor, warranting all work and materials included in its Contract against all defects not due to ordinary wear and use for a period of one (1) year, or as amended in the Contract Documents, from the Date of Substantial Completion.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which 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.

§ 13.1.2 Codes, Laws & Standards:

A. Except as otherwise specified, comply with the current editions of applicable Specifications of the following agencies, herein referenced. In the case of conflicting requirements, the most stringent shall apply.

New York State Department of Health (NYSDH)
New York State Education Department (NYSED)
U.S. Department of Commerce, Commercial Standards (C.S.)
New York State Department of Public Work (N.Y.S.D.P.W.)
American National Standards Institute (ANSI)
National Electric Code (NEC)
American Insurance Association
National Fire Protection Association (NFPA)
Americans with Disabilities Act (ADA)
SMACNA - Technical Manuals and Standards

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User Notes:

(3123474294)

"IAQ (Indoor Air Quality) Guidelines for Occupied Buildings Under Construction - 1995

- B. Building Codes, regulations, etc., applicable shall govern in work of this project.
- C. Comply with all requirements of the Occupational Safety and Health Administrations (OSHA) of the U.S. Department of Labor, and all regulations of the New York State Labor Law pertaining to hazardous conditions that may develop in connection with the work of this Contract.
- D. All work and materials of the Contract shall comply with all Federal, State, County and local Building, Health, Plumbing, HVAC and Electrical Codes, laws, ordinances and regulations that apply to the work.
- E. All work of this project shall be subjected to the provisions of all applicable requirements of local utility company regulations.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 WRITTEN NOTICE

~~§ 13.3.1 WRITTEN NOTICE SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF DELIVERED IN PERSON TO THE INDIVIDUAL OR A MEMBER OF THE FIRM OR ENTITY OR TO AN OFFICER OF THE CORPORATION FOR WHICH IT WAS INTENDED, OR IF DELIVERED AT OR SENT BY REGISTERED OR CERTIFIED MAIL TO THE LAST BUSINESS ADDRESS KNOWN TO THE PARTY GIVING NOTICE. ALL NOTICES TO GIVEN HEREUNDER SHALL BE IN WRITING AND MAY BE GIVEN, SERVED OR MADE BY (1) DEPOSITING THE SAME IN THE UNITED STATES MAIL ADDRESSED TO THE AUTHORIZED REPRESENTATIVE (AS SPECIFIED BELOW) OF THE PARTY TO BE NOTIFIED, POST-PAID AND REGISTERED OR CERTIFIED, RETURN RECEIPT REQUESTED; OR (2) DEPOSITING THE SAME FOR OVERNIGHT DELIVERY (PRE-PAID BY AND BILLED TO THE PARTY GIVING NOTICE) WITH A NATIONALLY RECOGNIZED OVERNIGHT DELIVERY SERVICE ADDRESSED TO THE AUTHORIZED REPRESENTATIVE OF THE PARTY TO BE NOTIFIED; OR (3) DELIVERING THE SAME IN PERSON TO THE AUTHORIZED REPRESENTATIVE OF THE PERSON TO BE NOTIFIED; OR (4) FACSIMILE, TO THE ATTENTION OF THE AUTHORIZED REPRESENTATIVE OF THE PARTY BEING NOTIFIED, WITH THE REQUIRED OF A FACSIMILE CONFIRMATION. NOTICES DEPOSITED IN THE UNITED STATES MAIL SHALL BE EFFECTIVE, UNLESS OTHERWISE STATED IN THE SPECIFICATIONS, FROM AND AFTER THE FOURTH (4th) day next following the date deposited in a United States mail receptacle or when actually received, which ever is earlier. Notices transmitted by overnight delivery shall be effective the business day next following posting. Notices delivered in person shall be effective immediately. Facsimile notices shall be effective as of the time received, as shown on a printed facsimile confirmation. All notices to be given to the parties hereto shall be sent to or made at the following address:~~

.1 - The Owner:

Warsaw Central School District
153 West Buffalo Street
Warsaw, New York 14569

.2 - The Architect:

Tetra Tech Engineers, Architects and Landscape Architects, P.C. d/b/a
Thomas Associates Architects + Engineers
1000 Pittsford-Victor Road
Pittsford, New York 14534

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3 - The Construction Manager:

Bovis Lend Lease LMB, Inc.
382 Main Street
East Aurora, New York 14052

4 - The Contractor

NAME, ADDRESS AND CONTACT AS INDICATED ON THE CONTRACT.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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. Contractor agrees that Owner shall not be liable for the acts, errors or omissions of the Architect or Construction Manager. Contractor agrees not to seek damages against or additional payments from the Owner for the errors or omissions of the Architect or Construction Manager. Additionally, Contractor acknowledges that all activities and services provided by the Construction Manager and the Architect are for the sole benefit of the Owner and that no third party beneficiary relationship shall arise between the Construction Manager and the Contractor or the Architect and the Contractor and, accordingly, the Contractor expressly waives all claims, whether in contract, tort or otherwise, that it may now or hereafter have against the Construction Manager or the Architect or their affiliates.

§ 13.4.2 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 in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 the Construction Manager and Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 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 13.5.1, 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 the Construction Manager and Architect may observe such procedures. The Owner shall bear such costs except as provided in Section 13.5.3.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear 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. Notwithstanding any other term or provision in the Contract Documents to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied. The Contractor agrees that the cost of testing services required for the convenience of the Contractor in their scheduling and performance of the Work, and the cost of testing services relating to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

§ 13.5.4 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.

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§ 13.5.5 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.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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. The legal rate of 9 percent per annum as required in the General Municipal Law, Section 3 (a).

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last. No action or proceeding shall lie or be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based upon the Agreement or the Contract Documents or by reason of any act or omission or requirements relating to the giving of notices and information, unless such action or proceeding shall be commenced within one (1) year after submission to the Owner of the Final Application for Payment. As to a claim based upon money required to be retained for any period after the date of the Final Application for Payment, such action must be commenced within six (6) months after such money becomes due and payable under the terms of the Contract. If the Contract is terminated by the Owner, such action must be commenced within six (6) months after the date of such termination. The Contractor's acceptance of final payment shall constitute a release of all claims against the Owner. This provision shall not relieve the Contractor of the obligation to comply with the provisions of the law relating to notices of claim.

§ 13.7.2 Acts or failures to act occurring during the construction of the Project or following the issuance of the Final Certificate for Payment, which give rise to a cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor, whichever occurs last.

§ 13.8 LABELED MATERIAL AND EQUIPMENT

§ 13.8.1 The term "Labeled" shall apply to materials or equipment to which has been attached a Label of a nationally recognized testing laboratory that maintains periodic inspection of materials or equipment and by whose labeling, compliance with nationally recognized standards or the conduct of tests to determine suitable usage in a specified manner, is assured. Unless otherwise specified, the Underwriters Laboratories, Inc., is the recognized agency for required labeling.

§ 13.9 SEPARATION OF METALS

§ 13.9.1 Each Prime Contractor shall separate all dissimilar metals with vinyl gaskets or a heavy coat of bituminous paint (except where bitumen may react with caulking or other materials) to prevent corrosive or electrolytic action. Where there is a conflict as to which Contractor or subcontractor provides the separation materials, the Contractor or subcontractor whose work is installed

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after Work is installed that requires separation from his Work, shall provide the separation materials.

§ 3.10 MANUFACTURER'S AND TRADE STANDARDS

§ 3.10.1 Whenever any manufacturer of material utilized in the project issues recommended fabrication, installation, erection, and/or application standards or instruction, such standards or instruction shall be strictly followed in the performance of the work except as specified otherwise.

§ 3.10.2 Whenever any trade, organization, institution, utility company, code group, society, association and governing board standard, requirement of specification is adopted by reference in these specifications, all work related thereto shall be performed in strict accord with the referenced edition thereof and amendments thereto, except where a higher standard is specifically required by the Contract Documents.

§ 3.10.3 The Contractor shall take full responsibility for failure of materials, devices, equipment, systems, and finishes not fabricated, installed, erected, or applied in accord with the requirements of this article and shall remove, replace, repair or correct any such failures or deficiencies promptly upon notification by the Owner or Architect.

§ 3.11 WAIVER

§ 3.11.1 Contractor hereby expressly declares and agrees that any privity Contractor may have with respect to this Contract and/or to the performance of the Work shall be exclusively with and against the Owner, and the Contractor hereby waives any claims, demands, damages, losses, expenses, liabilities, causes of action and/or costs it may have against Construction Manager as a result of or in connection with the performance or non-performance of Construction Manager's services herein described.

§ 3.12 ADDITIONAL ARCHITECTURAL OR CONSTRUCTION MANAGER SERVICES

§ 3.12 The contractor shall be liable for all hours of the Architect's or Construction Manager's contract administration time at the Architect's or Construction Manager's hourly rate of the individual providing the service for the following. The funds paid the architect or construction manager will be deducted by the Owner from the amounts due the Contractor for these additional services by change order and paid directly to the Architect or Construction Manager. Such costs shall include, but are not limited to:

1. After two reviews of shop drawings / submittals per item.
2. Any office of field time spent after the second punchlist. (excluding project closeout procedures).
3. Any office or field time spent should project closeout extend more than 30 days beyond Substantial Completion.
4. Any office or field time necessitated by the Contractor's failure to achieve the scheduled date of Substantial Completion.

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 30-90 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- 1 issuance of an order of a court or other public authority having jurisdiction;
- 2 an act of government, such as a declaration of national emergency, making material unavailable;
- 3 because the Construction Manager or Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.2, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- 4 if repeated suspensions, delays or interruptions 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; or
- 5 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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§ 14.1.2 If one of the above reasons exists, the Contractor may, upon ~~seven-thirty~~ additional days' written notice to the Owner, Construction Manager and Architect, and upon the failure of the Owner to cure the alleged ground for termination within thirty days additional period, terminate the Contract and recover from the Owner payment for Work ~~executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages executed.~~

§ 14.1.3 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently 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-thirty~~ additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 ~~persistently or repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 ~~persistently~~ disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 ~~otherwise is guilty of substantial breach of a provision of~~ disregards the instructions of the Architect, Construction Manager or the Owner, when such instructions are based on the requirements of the Contract Documents.
- .5 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance under or pursuant to the Contract Documents.
- .6 Breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- .7 Fails to furnish the Owner with assurances satisfactory to the owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract documents.
- .8 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of the Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; or
- .9 fails after commencement of the Work to proceed continuously with the construction and completion
- .10 fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity as required by Paragraph 3.4.3 hereof;
- .11 or otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, ~~and upon certification by Manager and the Architect that sufficient cause exists to justify such action, 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' written notice, terminate employment of the Contractor terminate employment of the Contractor upon three (3) days written notice and may, subject to any prior rights of the surety:~~

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and take possession of materials stored off-site 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, expedient and the Contractor will be back charged for costs incurred by the Owner.~~

§ 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, such excess shall be paid to the Contractor. If such costs 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 Architect after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

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§ 14.2.5 The costs of finishing the Work include, without limitation, all reasonable attorneys fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein.

§ 14.2.6 It is recognized that: (1) if an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency and such event could impair or frustrate Contractor performance of the Contract. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in subparagraphs 14.2.1 through 14.2.3 hereof. In all events, pending receipt of adequate assurance or performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contract Sum.

§ 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. In addition to Owner's right to suspend, delay, or interrupt Contractor from any part of the Work pursuant to the Contract Documents, Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Work or any subcontract or all Work for any reason whatsoever for such period of time as the Owner may determine. Owner may determine by giving three (3) day prior written notice to Contractor, specifying the part of the Work or subcontract to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be. Contractor shall continue to prosecute the part of the Work not suspended, delayed, or interrupted, and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted, so far as is necessary in Owner reasonable opinion. Notwithstanding Paragraph 8.3 hereof, if the Work or any subcontract is so suspended, delayed, or interrupted, Owner shall incur no liability to Contractor by reason of such suspension, delay, or interruption except that Contractor shall be entitled to payment of reasonable standby fees (or at Owner's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work, provided said costs are authorized in advance by Architect and Owner. No payments shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such suspension, delay or interruption, Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§ 14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.3.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work or any part thereof by giving three day written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as sole right and remedy of the Contractor, the Owner shall pay for the Contractor in accordance with Clause 14.4.1.3 below.

§ 14.4.1.1 Upon receipt of any such notice, the Contractor shall unless the notice directs otherwise, immediately discontinue the Work on that date and to the extent specified in the notice, place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued, promptly make every reasonable effort to procure cancellation upon terms satisfactory to the Owner of all orders and subcontracts to the

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extent they relate to the performance of the discontinued portion of the Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plant and equipment on the site or in transit thereto.

§ 14.4.1.2 Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations assumed by the Contractor prior to the date of termination.

§ 14.4.1.3 Upon termination, the Contractor shall be entitled to be paid the full cost of all Work in place and properly done by the Contractor to the date of termination not previously paid for, plus ten percent (10%) of such cost for combined overhead and profit, less sums already received by the Contractor on account of the portion of the Work performed. If at the date of such termination, the Contractor has properly prepared or fabricated off the site any goods for subsequent incorporation in the Work, and if the Contractor delivers such goods to the site or to such other place as the Owner shall reasonably direct, then the Contractor shall be paid for such goods or materials.

§ 14.5 LIMITATION OF OWNER LIABILITY

§ 14.5.1 The Owner shall not be responsible for damages or for loss of anticipated profits on Work not performed on account of any termination of the Contractor by it.

§ 14.5.2 The Owner shall not be liable to the Contractor for punitive damages on account of any its termination of the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

§ ARTICLE 15 PROVISIONS REQUIRED BY LAW (Article Added to Gen. Cond.)

§ 15.1 PROVISIONS DEEMED INSERTED

§ 15.1.1 Each and every provision required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

§ 15.2 HOURS AND WAGES

§ 15.2.1 No laborer, workman, or mechanic in the employ of a Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in case of extraordinary emergency set forth in the Labor Law.

§ 15.2.2 The wages (including supplements) paid for a legal days work shall not be less than the prevailing rate of wages (including supplements) as defined by law.

§ 15.3 MINIMUM RATE OF WAGE AND SUPPLEMENT

§ 15.3.1 The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the Industrial Commissioner and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of these Contract Documents.

§ 15.3.2 The minimum hourly supplement to be paid shall be in accordance with the prevailing practices in the locality where the work is located and shall be not less than that designated by the Industrial Commissioner. Supplements as defined in Section 220 of the Labor Law, as amended, means all remuneration for employees paid in any medium other than cash or reimbursements for expenses or any payments which are not wages within the meaning of the law, including, but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.

§ 15.3.3 The Contract shall be forfeited by a Contractor and he shall not be entitled to receive any sum of money for any work performed hereunder on his second conviction for willfully paying less than the stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, as amended, or the stipulated minimum hourly wage scale (including supplements) as provided in the Labor Law, Section 220-d, as amended.

Init.

§ 15.3.4 Prevailing Wage Rate Schedule shall be submitted by Addendum to all Contractors, unless included.

§ 15.4 APPRENTICES

§ 15.4.1 Apprentices must be registered, individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his work force on any job under the registered program. Any employee who is not registered as above, shall be paid the prevailing wage rate for the classification of work he actually performed. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work. (See Section 220.3-e).

§ 15.5 NON-DISCRIMINATION IN EMPLOYMENT

§ 15.5.1 Each Prime Contractor agrees, in accordance with the applicable provisions of the Labor Law of the State of New York, to the following:

§ 15.5.2 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 applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or natural origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

§ 15.5.3 That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of religion, sex, age, race, color or national origin.

§ 15.5.4 That there may be deducted from the amount payable to a Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50.00) for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.

§ 15.5.5 That this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violations of the terms of conditions of this Section of the Contract.

§ 15.5.6 The aforesaid provisions of this section covering every contract for or on behalf of the Owner for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 15.6 DUST HAZARDS

§ 15.6.1 If in the construction of the work covered by the Contract, a harmful dust hazard be created for which appliances or method for the elimination of harmful dust hazards have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by each Contractor at his sole cost and expense.

§ 15.6.2 The Contract shall be void and of no effect unless each Contractor complies with the provisions of this subdivision of the Contract.

§ 15.7 WORKER'S COMPENSATION INSURANCE

§ 15.7.1 This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance with the provisions of the workmen's compensation law.

§ 15.8 ASSIGNMENT OF PUBLIC CONTRACTS

§ 15.8.1 As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right title, or interest therein, or his power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any Owner therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his 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 Owner therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees 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.

§ 15.9 NO DAMAGES FOR DELAY

§ 15.9.1 Notwithstanding any other terms or conditions set forth in the Contract Documents, the Contractor agrees to make no claim for damages for delay in the performance of the work occasioned by any act or omission of the Owner or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete the work.

§ 15.9.2 Contractor agrees and acknowledges that payments for the work have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department, entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the aforesaid obligations or bonds are no longer available for payment for the work. Contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon Contractor. Contractor expressly waives any and all rights to institute an action, claim, and cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the work and for its contract pursuant to this section 15.9.2.

§ 15.10 PROHIBITED INTEREST

§ 15.10.1 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, approve of, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in the contract or in any part thereof.

§ 15.10.2 No officer, employee, architect, attorney, engineer, or inspector of the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this project.

END OF SECTION

Init.

SAMPLE INSURANCE REQUIREMENTS (CERTIFICATE OF INSURANCE)

IMPORTANT NOTICE

The following document, SAMPLE INSURANCE REQUIREMENTS (CERTIFICATE OF INSURANCE), has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

ACORD 25-S (7/90)

This certificate warrants that:

- A. The General Aggregate limit applies on a per project basis.
- B. Blanket Contractual Liability under the Commercial General Liability Policy has been endorsed to cover the Indemnities in Paragraph 11 of the General Conditions to the Contract between the Contractor and the Owner.
- C. The Commercial General Liability Policy names as Additional Insured Warsaw Central School District, Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Thomas Associates Architects & Engineers, Bovis Lend Lease LMB, Inc. and Bovis Lend Lease, Inc.'s parent and affiliates, and their respective officers and employees, agents and consultants (to the extent applicable) as Additional Insureds.
- D. With respect to the Excess Liability Insurance, the following policies are scheduled as primary:
 - Commercial General Liability
 - Automobile Liability
 - Employers Liability
- E. The insurance policies for all Contractor's insurance shall include a waiver of subrogation as follows:
"It is agreed that in no event shall these insurance companies have any rights of recovery against Warsaw Central School District, Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Thomas Associates Architects & Engineers, Bovis Lend Lease LMB, Inc. and Bovis Lend Lease, Inc.'s parent and affiliates, and their respective officers and employees, agents and consultants or any other additional insured as required in the Owner/Contractor agreement."
- F. The Insurance policies shown are endorsed to be primary with respect to any other insurance available to any Additional Insured.

- END OF SECTION -

AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address):

Warsaw Central School District Capital Project

INSURED

	Yes	No	N/A
A. General Liability			
1. Does the General Aggregate apply to this Project only?	☐	☐	☐
2. Does this policy include coverage for:			
a. Premises - Operations?	☐	☐	☐
b. Explosion, Collapse and Underground Hazards?	☐	☐	☐
c. Personal Injury Coverage?	☐	☐	☐
d. Products Coverage?	☐	☐	☐
e. Completed Operations?	☐	☐	☐
f. Contractual Coverage for the Insured's obligations in A201?	☐	☐	☐
3. If coverage is written on a claims-made basis, what is the:			
a. Retroactive Date?			
b. Extended Reporting Date?			
B. Worker's Compensation			
1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?	☐	☐	☐
C. Final Payment Information			
1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction?	☐	☐	☐
2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?	☐	☐	☐
D. Termination Provisions			
1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.	☐	☐	☐
E. Other Provisions			

Authorized Representative

Date of Issue

Use and Indemnification Agreement - INSTRUCTIONS

USE AND INDEMNIFICATION AGREEMENT

Please be aware that Thomas Associates charges contractor(s) for electronic files (this applies to files in Autocad (or similar) format).

PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form; however we charge \$50 per PDF to cover our expenses. We must receive the contractor's check prior to sending pdf's.

For Autocad type files, the cost is \$100 per electronic drawing, regardless of the number of drawings they are requesting. The Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client.

After the Prime Contractor has determined the number of drawings that they will need, fill out the following two pages. The second page of the form, marked Use and Indemnification Agreement – Business Office, needs to be sent to the Business Office with the Contractor check made out to The Thomas Group. We will not release electronic files until we receive this form and the check.

Use and Indemnification Agreement

Re: [insert name]

T+ Project No. 6627

Whereas, _____ (hereinafter the "Contractor"), acknowledges that it has requested certain electronic files and/or media of the Drawings and/or Specifications for the above-referenced Project which are the property of Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Thomas Associates Architects + Engineers (hereinafter "Thomas").

Whereas, Contractor further acknowledges all requests for electronic files require a pre-payment of \$100/file (Each individual drawing in the set of Contract Documents represents 1 file), regardless of the number of files requested, prior to receiving said files from Thomas.

Now, therefore, Contractor hereby warrants and covenants that it will abide by the following provisions:

A. Indemnification

1. In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Thomas, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Thomas, its agents, employees, officers, directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not apply to the liability of the indemnitee arising out of its own negligence. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.
2. The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

B. Use and Compatibility

1. Thomas' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Thomas' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.
2. Because data stored on electronic media can deteriorate undetected or be modified without Thomas' knowledge, the Contractor agrees that Thomas will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Thomas does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.
3. The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Thomas. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Thomas' standard cost plus terms and conditions.
4. Thomas retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of Thomas, shall be without liability to Thomas and Thomas' consultants.

IN WITNESS WHEREOF:

Contractor: _____
Signed name: _____
Printed Name: _____
Title: _____
Date: _____

If transmission is not received as noted, kindly notify us at once.



1000 Pittsford-Victor Road
Pittsford, New York 14534
Tel. (585) 899-6180
Fax (585) 899-6184

Use and Indemnification Agreement – Business Office

.....
Electronic Drawing Files

Prime Contractor Name

Prime Contractor Address

Contact to Receive Invoices

Project Name Warsaw CSD - Reconstruction and Alterations

Project Number 6627

Number of Drawing Files (Each individual drawing in the set of Contract Documents represents 1 file)

List each Drawing # Requested

Contractor Signature _____

If transmission is not received as noted, kindly notify us at once.

AIA® Document A312™ – 1984

Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

Warsaw Central School District
153 West Buffalo Street
Warsaw, New York 14569

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: ☒ None ☐ See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

§ 1 The Contractor and the 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 to participate in conferences as provided in Section 3.1.

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

~~§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and~~

~~§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and~~

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 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:

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

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

§ 4.3 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 the 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 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, tender payment therefor to the Owner; or
- 2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the Owner refuses the payment tendered 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.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 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.

§ 7 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 or successors.

§ 8 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.

§ 9 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 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.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

§ 12 DEFINITIONS

§ 12.1 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.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (*Name and Address*):

SURETY (*Name and Principal Place of Business*):

OWNER (*Name and Address*):

Warsaw Central School District
153 West Buffalo Street
Warsaw, New York 14569

CONSTRUCTION CONTRACT

Date:

Amount:

Description (*Name and Location*):

BOND

Date (*Not earlier than Construction Contract Date*):

Amount:

Modifications to this Bond: ☒ None ☐ See Last Page

CONTRACTOR AS PRINCIPAL

Company: (*Corporate Seal*)

SURETY

Company: (*Corporate Seal*)

Signature: _____

Name and Title:

(*Any additional signatures appear on the last page*)

Signature: _____

Name and Title:

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER:

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

§ 1 The Contractor and the 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.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

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

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 15 DEFINITIONS

§ 15.1 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 Contract. 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.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

TAX EXEMPTION

The Owner is exempt from payment of FEDERAL, STATE, LOCAL TAXES, AND 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 exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the Contractor or a subcontractor and the Contractor and his 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.

PAYROLL RECORDS

In accordance with Section 1, Paragraph a of Subdivision 3-a of Section 220 of the Labor Law, the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.



Eliot Spitzer, Governor

M. Patricia Smith, Commissioner

Warsaw Central School District

Richard Perry, Project Manager
Thomas Associates A+E
1000 Pittsford-Victor Road
Pittsford NY 14534

Schedule Year 2007 through 2008
Date Requested 01/29/2008
PRC# 2007005655

Location Warsaw Elementary School
Project ID#
Project Type Reconstruction work in 3 school buildings including roof replacement, technology and security system upgrades, site paving replacement, and construction of a new athletic turf field.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2007 through June 2008. 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.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, 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.

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 receive 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, by 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 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.

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 journeymen 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 12240 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 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, 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.

Eliot Spitzer, Governor



M. Patricia Smith, Commissioner

Warsaw Central School District

Richard Perry, Project Manager
Thomas Associates A+E
1000 Pittsford-Victor Road
Pittsford NY 14534

Schedule Year 2007 through 2008
Date Requested 01/29/2008
PRC# 2007005655

Location Warsaw Elementary School

Project ID#

Project Type Reconstruction work in 3 school buildings including roof replacement, technology and security system upgrades, site paving replacement, and construction of a new athletic turf field.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract: \$ _____ Contract Type:

Approximate Starting Date: ____/____/____ ☐ (01) General Construction

Approximate Completion Date: ____/____/____ ☐ (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 12240

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, 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 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, 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 12240

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.

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.

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker	1:1,1:3
Mason	1:1,1:4
Carpenter	1:1,1:4
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	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:3
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 12240

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	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
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

Wyoming County General Construction

Asbestos Worker

01/01/2008

JOB DESCRIPTION Asbestos Worker

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, 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

07/01/2007

Asbestos Worker

Removal &

Abatement Only

\$ 20.00

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 14.65

OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (2, 4, 6, 25) on HOLIDAY PAGE

*Code Q applies to 4, 6, & 25

**Code T applies to 2

1-201West

Boilermaker

01/01/2008

JOB DESCRIPTION Boilermaker

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hour:

07/01/2007

01/01/2008

01/01/2009

Additional

Boilermaker

\$ 28.08

\$ 29.03

\$ 2.00

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 16.01*

\$ 16.81**

* Note - \$15.22 of this amount to be paid at the same premium as the wages.

** Note - \$16.02 of this amount to be paid at the same premium as the wages.

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:

1000 hour terms at the following percentage of Journeyman's wage:

1st*	2nd*	3rd*	4th*	5th*	6th	7th	8th
65%	70%	75%	80%	85%	90%	95%	100%

* Note - add \$1.00 per hour to the wage rate for 1st through 5th term.

Supplemental Benefits per hour worked:

1st to 5th	\$ 15.01*	\$ 15.81***
6th to 8th	16.01**	16.81****

- * Note - \$14.22 of this amount to be paid at the same premium as the wages.
 ** Note - \$15.22 of this amount to be paid at the same premium as the wages.
 *** Note - \$15.02 of this amount to be paid at the same premium as the wages.
 **** Note - \$16.02 of this amount to be paid at the same premium as the wages.

3-7

Carpenter

01/01/2008

JOB DESCRIPTION Carpenter

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES

Wyoming: Only the Townships of Castile, Perry, Warsaw, Gainesville, Pike, and Genesee Falls.

WAGES

Per hour	7/01/2007	05/01/2008	05/01/2009
		Additional	Additional

Building:			
Floor Layer	\$ 22.78	\$ 1.20	\$ 1.20

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 12.18

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

(1) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st year term	\$ 6.38
2nd year term	6.38
3rd year term	9.29
4th year term	12.18

5-85

Carpenter - Building

01/01/2008

JOB DESCRIPTION Carpenter - Building

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES

Wyoming: Only the Townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville, Pike.

WAGES

Per hour	07/01/2007	05/01/2008	05/01/2009
		Additional	Additional

Building:			
Carpenter	\$ 24.04	\$ 1.25	\$ 1.40
Draper	24.04	1.25	1.40

Dry-wall Applicator	24.04	1.25	1.40
Lather	24.04	1.25	1.40

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.16

OVERTIME PAY

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

*Note: Double Time after 8 hours work on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

Indentured before 04/30/2006

1st.	2nd.	3rd.	4th.
50%	60%	70%	85%

Indentured after 05/01/2006

1st.	2nd.	3rd.	4th.
50%	60%	70%	80%

Supplemental benefits per hour worked:

Appr. 1st & 2nd year	\$ 6.60
Appr. 3rd	10.86
Appr. 4th	13.01

5-85

Carpenter - Building / Heavy&Highway

01/01/2008

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	7/1/07	5/1/08	5/1/09	5/1/10	5/1/11
Building and Heavy Highway:		Addit.	Addit.	Addit.	Addit.
Piledriver	\$ 27.63	\$ 1.50	\$ 1.60	\$ 1.60	\$ 1.65
Dockbuilder	27.63	1.50	1.60	1.60	1.65
Marine Construction:					
Diver Tender	28.63*	1.50	1.60	1.60	1.65
Diver	39.25*	1.50	1.60	1.60	1.65

* Note - rate applies to all hours worked the day a diver dives. If a diver does not dive the piledriver / dockbuilder rate applies.

Pipe penetration rate for divers: 0' to 50' free, additional \$0.75 per foot per hour from 51' to 100', plus \$1.00 per foot per hour for 101' and deeper.

Depth pay for divers: 0' to 80' free, additional \$0.50 per foot per hour from 81' to 100', plus \$0.75 per foot per hour from 101' to 150', plus \$1.25 per foot per hour for 151' and deeper. The deepest dive of the day will constitute the depth pay.

Additional \$1.00 per hour for DOT and ABS Certified Welders.

Additional \$2.50 per hour for hazardous and toxic waste projects.

SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 19.49

OVERTIME PAY

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

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour paid:

\$ 19.49

3-9-Pile

Carpenter - Building / Heavy&Highway

01/01/2008

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Genesee, Niagara, Orleans

PARTIAL COUNTIES

Wyoming: Only the Townships of Arcade, Attica, Bennington, Covington, Eagle, Java, Middlebury, Orangeville, Sheldon and Wethersfield for Carpenter. The entire county applies for Millwright.

WAGES

Per hour:	07/01/2007	07/01/2008 Additional
Carpenter	\$ 26.77	\$ 1.50
Carpenter Welder	27.27	1.50
Cert. Carp. Welder	27.77	1.50
Millwright	26.84*	1.50
Millwright Welder	27.34*	1.50
Cert. Mill. Welder	27.84*	1.50

* Millwright rates apply to all of Wyoming County.

Use of Protective Clothing add \$1.25 per hour.

Use of Supplied Air Respirator add \$4.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 19.80*

* Note - \$19.30 of this amount to be paid at the same premium as the wages.

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 percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

Carpenter Apprentices:

1st	2nd	3rd	4th
\$ 10.05*	\$ 10.05*	\$ 10.05*	\$ 10.05*

* Note - \$ 9.75 of this amount to be paid at the same premium as the wages.

Millwright Apprentices:

1st	2nd	3rd	4th
\$ 10.60*	\$ 16.12*	\$ 17.04*	\$ 17.96*

* Note - All but \$0.30 of this amount to be paid at the same premium as the wages.

3-280

Carpenter - Heavy&Highway

01/01/2008

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Wayne

PARTIAL COUNTIES

Wyoming: Only the Townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville and Pike.

WAGES

Heavy/Highway: For work not included in a building contract.

Tunnel: "Cut & Cover" work and all form work done in the open cut excavations for the purpose of constructing a tunnel (for any use)..... also FABRICATION of forms at ground level, for installation below the open cut elevation or in any tunnel.

Per hour	07/01/2007	04/01/2008	04/01/2009
		Additional	Additional
Carpenter	\$ 24.71	\$ 1.35	\$ 1.35
Welder	26.21	1.35	1.35

For Hazardous Waste Work an additional \$ 1.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 14.98

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

1 year terms at the following percentage of journeyman's wage.

1st.	2nd.	3rd.	4th.
60%	70%	80%	90%

Supplemental Benefits per hour worked:

Appr. all terms \$ 14.98

5-85H

Electrician

01/01/2008

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour:	07/01/2007	06/01/2008
		Additional
Electrician*	\$ 29.59	\$ 1.35

* Includes teledata work, except for work bid on and awarded BEFORE 7/1/2007. For all such work see ELECTRICIAN - TELEDATA/SOUND WIREMAN.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.00/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 9KV and above.
Additional \$1.00/hr for Hot work (Atomic plants).
Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 15.15*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

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:

Hour terms at the following percentage of Journeyman's wage:

0	to 1000	to 2000	to 3500	to 5000	to 6500	to 8000
37%	40%	45%	55%	70%	80%	

Supplemental benefits per hour worked:

0	to 2000	to 6500	to 8000
\$ 7.50*	\$ 12.95*	\$ 15.15*	

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Electrician

01/01/2008

JOB DESCRIPTION Electrician

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe

PARTIAL COUNTIES

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion, Stafford, and that portion of the Townships of Batavia and Elba which lie east of a line following the Little Tonawanda Creek, north on the Tonawanda Creek to the City limits of Batavia, northwest and northeast around the City limits, but including the City of Batavia (in effect prior to 02/01/07), to State Highway 98, north on 98 to Orleans County.

Ontario: Only the Townships of Bristol, Canadice, Naples, West Bloomfield, Richmond, South Bristol, East Bloomfield and Victor.

Orleans: Only the townships of Clarendon, Kendall, and Murray

Wayne: Only the Townships of Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson

Wyoming: Only the Townships of Castile, Covington, Gainesville, Genesee Falls, Middlebury, Perry, Pike and Warsaw.

WAGES

Per hour

07/01/2007

Electrician*

\$ 28.50

* Includes teledata work, except for work bid on and awarded BEFORE 7/1/2007. For all such work see ELECTRICIAN - TELEDATA/SOUND WIREMAN 86T/S.

Work from 4:30 PM - 1:00 AM**

\$ 33.45

Work from 12:30 AM - 9:00 AM**

37.45

** Applies when shift work is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman

\$ 13.27 plus 5% of wage

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

(Hourly) terms at the following rates: Indentured prior to 6/1/01

0 to 1000	to 2000	to 3500	to 5000	to 6500	to 8000
35%	40%	50%	60%	70%	85%

(Hourly) terms at the following rates. Indentured on or after 6/1/01

0 to 1000	to 2000	to 3500	to 5000	to 6500	to 8000
40%	45%	50%	60%	70%	80%

Supplemental Benefits per hour worked:

Appr. 1st 2000 hours \$ 5.65 plus 5% of wage

All other Appr. \$ 12.27 plus 5% of wage

5-86

Electrician - Teledata/Sound Wireman***

01/01/2008

JOB DESCRIPTION Electrician - Teledata/Sound Wireman***

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe

PARTIAL COUNTIES

Genesee: Only the townships of Bergen, Bethany, Byron, Leroy, Pavillion, Stafford, and that portion of the townships of Batavia and Elba which lies east of a line following the Little Tonawanda Creek to the city of Batavia, northeast around the city limits, but including the city of Batavia (in effect prior to 02/01/07), to state highway 98 to Orleans County.

Ontario: Only the townships of Bristol, Canadice, East Bloomfield, Naples, Richmond, South Bristol, West Bloomfield and Victor.

Orleans: Only the townships of Clarendon, Kandall and Murray.

Wayne: Only the townships of Macedon, Marion, Ontario, Palmyra, Sodus, Walworth and Williamson.

Wyoming: Only the townships of Castile, Covington, Gainesville, Genesee Falls, Middlebury, Perry, Pike and Warsaw.

WAGES

IMPORTANT INFORMATION - These rates applicable only for projects bid on and awarded before July 1, 2007. For all other projects, please see ELECTRICIAN 86 rate.

Per hour: 07/01/2007

Teledata/Sound Wireman \$ 21.40***

SUPPLEMENTAL BENEFITS

Per hour worked:

Teledata/Sound Wireman \$ 11.67 plus 4 1/2% of wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

5-86T/S

Electrician - Teledata/Sound Wireman***

01/01/2008

JOB DESCRIPTION Electrician - Teledata/Sound Wireman***

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

IMPORTANT INFORMATION - These rates applicable only for projects bid on and awarded before July 1, 2007. For all other projects, please see ELECTRICIAN 41 rate.

Per hour: 07/01/2007 - 05/31/2008

Teledata/Sound Wireman	\$ 19.00***
Installer*	13.70
Cabler*	9.50

*NOTE - First man on the job MUST be a Teledata/Sound Wireman.

See other Electrician 41 rate for the installation of raceway and conduit greater than 10 ft.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.00/hr for making permanent splices on cables of 600 pair or more and fiber optic fusion splices.

Additional \$1.25/hr for work on radio, TV or light towers more than 100 ft.

SUPPLEMENTAL BENEFITS

Per hour worked:

Teledata/Sound Wireman	\$ 10.05*
Installer	10.05*
Cabler	7.05*

*NOTE: add 3% of the wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

3-41i-InterSec

Elevator Constructor

01/01/2008

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007 01/01/2008 01/01/2009 01/01/2010

Elevator Constructor	\$ 36.915	\$ 38.655	\$ 39.905	\$ 41.405
Helper	25.84	27.06	27.93	28.98

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 14.885* \$ 16.135* \$ 17.885* \$ 19.385*

* Note - 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

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	65%	70%	80%

Supplemental benefits per hour worked:

\$ 14.885* \$ 16.135* \$ 17.885* \$ 19.385*

* Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier

01/01/2008

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2007	05/01/2008 Additional	05/01/2009 Additional
Glazier	\$ 22.64	\$ 1.40	\$ 1.45
Working off Suspended			
Scaffold (Swing Stage)	23.64	1.40	1.45
Maintenance	10.00*	0.75	0.75

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman Glazier \$ 12.28*
Maintenance 7.42**

* Note - \$5.35 of this amount to be paid at the same premium as the wages.

** Note - \$2.84 of this amount to be paid at the same premium as the wages.

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.

Paid: See (5, 6) on HOLIDAY PAGE for Maintenance

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

REGISTERED APPRENTICES

Wages per hour:

Glazier apprentices that have completed 5000 hours as of 08/31/2004: 1000 hour terms at the following percentage of Journeyman's wage:

6th	7th	8th	9th	10th
65%	70%	75%	80%	85%

Glazier apprentices that have not completed 5000 hours as of 08/31/2004: 1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
40%	45%	50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

All Glazier apprentices:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 5.28*	\$ 5.28*	\$ 6.13**	\$ 6.13**	\$ 7.03***	\$ 7.03***	\$ 7.03***	\$ 7.03***	\$ 7.03***	\$ 7.03***

* Note - \$0.70 of this amount to be paid at the same premium as the wages.

** Note - \$1.55 of this amount to be paid at the same premium as the wages.

*** Note - \$2.45 of this amount to be paid at the same premium as the wages.

3-660

Insulator - Heat & Frost

01/01/2008

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour:	07/01/2007	05/01/2008	05/01/2009
		Additional	Additional
Heat & Frost Insulator	\$ 26.20	\$ 1.60	\$ 1.85

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 13.54

OVERTIME PAY

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

* Note - Double time after 10 hours on Saturday.

** Note - Triple time on Labor Day if WORKED.

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 percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st and 2nd	\$ 10.34
3rd and 4th	\$ 13.54

3-4

Ironworker

01/01/2008

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:	07/01/2007	05/01/2008
		Additional
Structural	\$ 25.36	\$ 1.40
Ornamental	25.36	1.40
Layout	25.86	1.40
Rodmen	25.36	1.40
Reinforcing	25.36	1.40
Welders	25.36	1.40
Riggers & Mach. Movers	25.36	1.40
Window Erector	23.01	1.40
Fence Erector	23.96	1.40

SUPPLEMENTAL BENEFITS

Per hour worked:

Fence erectors	\$ 17.44
All others	18.94

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
\$ 15.00	\$ 17.00	\$ 19.00	\$ 21.00

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 8.24	\$ 12.44	\$ 13.04	\$ 13.64

3-6

Ironworker

01/01/2008

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 Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Albion.

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, Williamson and Town of Newark.

Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

WAGES

Per hour:	07/01/2007	05/01/2008
		Additional
Structural	\$ 23.80	\$ 1.40
Reinforcing	23.80	1.40
Ornamental	23.80	1.40
Fence Erector	23.80	1.40
Welder	23.80	1.40
Sheeter	24.05	1.40
Stone Derrick Man	23.80	1.40
Mach. Mov./Rigger	23.80	1.40
Precast Concrete Erector	23.80	1.40
Window/Curtainwall Erector	23.80	1.40
Pre-Engineered Building	23.80	1.40

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.19

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 of journeyman's wage.

1st.	2nd.	3rd.	4th.
15.00	17.00	19.00	21.00

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 8.00
Appr. 2nd year	12.38
Appr. 3rd year	13.00
Appr. 4th year	13.63

5-33.1

Laborer - Building

01/01/2008

JOB DESCRIPTION Laborer - Building

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Orleans, Wyoming

PARTIAL COUNTIES

Ontario: Only the Townships of Victor, Farmington, E. Bloomfield, W. Bloorfield, Richmond, Bristol and Canadice.
 Wayne: Only the Townships of Ontario, Williamson, Sodus, Walworth, Marion, Macedon and Palmyra.

WAGES

Per hour	07/01/2007	05/01/2008 Additional
Building Laborer:		
Basic	\$ 21.80	\$ 1.15
Blaster	23.13	1.15
Powder Monkey	22.67	1.15
Drillers & Asphalt Raker	22.20	1.15
Chuck Tenders	22.00	1.15
Jackhammers, Mortar Mixer	22.10	1.15
Pipelayers, Burners, Cutters	22.10	1.15
Concrete Vibrators	22.24	1.15
Asbestos Removal	22.80	1.15
New Chimney work:		
Base to 100 ft	22.80	1.15
100 ft to 150 ft	23.05	1.15
150 ft to 200 ft	23.32	1.15
200 ft to 250 ft	23.55	1.15
250 ft and higher	23.80	1.15

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear rate schedules, the Employer shall be obligated to pay wage rates therein as they become effective. For hazardous waste work see Heavy/Highway rates.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 10.57

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 hr terms at the following percentage of journeyman's wage.

1st term	60%
2nd term	70%
3rd term	80%
4th term	90%

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 6.22
Appr. 2nd year	6.22
Appr. 3rd year	8.22
Appr. 4th year	10.75

5-435

Laborer - Heavy&Highway

01/01/2008

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Orleans, Wyoming

PARTIAL COUNTIES

Ontario: Only the Townships of Victor, Farmington, E. Bloomfield, W. Bloomfield, Richmond, Bristol and Canadice.
 Wayne: Only the Townships of Ontario, Williamson, Sodus, Walworth, Marion, Macedon and Palmyra.

WAGES

GROUP # A: Flagperson.

GROUP # B: Basic, 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 Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool opers., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

GROUP #C: All Rock or Drilling machine operators (Except Quarry master and Similar type), Acetylene torch operators, Powderman, Gunite nozzleman, Pipe layer, Wrecking laborer, Asphalt rakers (Top only).

GROUP #D: Blasters.

GROUP #E: All hazardous waste work.

12 month carry over from bid date.

On mandated night work there will be an additional \$ 1.75 premium.

WAGES (per hour) 07/01/2007

Heavy/Highway

Laborer:

Group # A	\$ 23.42
Group # B	24.12
Group # C	24.32
Group # D	25.12
Group # E	25.62

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 12.68

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

1000 hr.terms at the following percentage of journeyman's wage.

1st term	60%
2nd term	70%
3rd term	80%
4th term	90%

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 6.55
Appr. 2nd year	6.55
Appr. 3rd year	8.80
Appr. 4th year	11.73

5-435H

Laborer - Tunnel

01/01/2008

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Orleans, Wyoming

PARTIAL COUNTIES

Ontario: Only the Townships of Victor, Farmington, E. Bloomfield, W. Bloorfield, Richmond, Bristol and Canadice.
Wayne: Only the Townships of Ontario, Williamson, Sodus, Walworth, Marion, Macedon and Palmyra.

WAGES

GROUP #A:Change House Man.

GROUP #B:Miners and all machine men, Safety miner, All Shaftwork and Caisson work, Laborer, Pit/Dumpmen, Chuck tender, Brakeman, Powderman,Drilling, Blowpipe, All Air tools, Trigger scaling, Mipper, Gunniting from pot to nozzle, Bit grinder, Signal men, Concrete men, Sheild driven Tunnels & Mixed face and Soft ground liner plate tunnels in free air.

GROUP #C:Cement finisher, Blaster.

GROUP #D:Hazardous/Waste Work.

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

WAGES (per hour) 07/01/2007

Tunnel Laborer:	
Group # A	\$ 27.73
Group # B	27.93
Group # C	28.93
Group # D*	31.93

*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection before rate applies.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 12.58

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

1000 hr terms at the following percentage of jourman's wage.

1st term	60%
2nd term	70%
3rd term	80%
4th term	90%

Supplemental Benefits per hour worked:

Appr. 1st year	\$ 6.65
Appr. 2nd year	6.65
Appr. 3rd year	8.65
Appr. 4th year	11.58

5-435 T

Lineman Electrician

01/01/2008

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

Per hour:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

	07/01/2007	05/05/2008	05/04/2009
Lineman/Tech./Welder	\$ 40.09	\$ 42.19	\$ 44.30
Cable splicer	40.09	42.19	44.30
Digging Machine Operator	36.08	37.97	39.87
Tractor Trailer Driver	34.08	35.86	37.66
Groundman Truck Driver	32.07	33.75	35.44
Mechanic 1st Class	32.07	33.75	35.44

Flagman	24.05	25.31	26.58

Additional 1.00 per hr.for entire crew when a helicopter is used.

Above rates applicable on all overhead 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.

Lineman/Technician/Welder	\$ 38.87	\$ 40.98	\$ 43.08
Digging Machine Operator	34.98	36.88	38.77
Tractor Trailer Driver	33.04	34.83	36.62
Groundman Truck Driver	31.10	32.78	34.46
Mech. 1st Class	31.10	32.78	34.46
Flagman	23.32	24.59	25.85
Certified WelderPipe Type Cable	40.81	43.03	45.23
Cable Splicer pipe type cable	42.76	45.08	47.39

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman /Techician	\$ 37.56	\$ 39.67	\$ 41.78
Welder/Cable Splicer	37.56	39.67	41.78
Digging Machine Operator	33.80	35.70	37.60
Tractor Trailer Driver	31.93	33.72	35.51
Groundman Truck Driver	30.05	31.74	33.42
Mechanic 1st Class	30.05	31.74	33.42
Flagman	22.54	23.80	25.07

Additional 1.00 per hr.for entire crew when a helicopter is used.

Above 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.

Lineman/Technician	\$ 37.56	\$ 39.67	\$ 41.78
Cable Splicer pipe type cable	41.32	43.64	45.96
Certified Welder pipe type	39.44	41.65	43.87
Digging Machine Operato	33.80	35.70	37.60
Tractor Trailer Driver	31.93	33.72	35.51
Mechanic 1st Class	30.05	31.74	33.42
Groundman Truck Driver	30.05	31.74	33.42
Flagman	22.54	23.80	25.07

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

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 11.75
*plus
7% of hourly wage paid.

OVERTIME PAY

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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 %

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. Election Day.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

(1000) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 11.75

*plus

7% of hourly wage paid

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

6-1249a

Lineman Electrician - Teledata

01/01/2008

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2007

Cable Splicer	\$ 24.85
Installer/Repairman	23.60
Teledata Lineman	23.60
Technician/Equip oper	23.60
Groundman	12.51

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

SUPPLEMENTAL BENEFITS

Per hour worked:

4.43

*plus 3% of
hourly wage
paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

01/01/2008

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

Per hour:

	07/01/2007	05/05/2008	05/04/2009
Certified Welder	\$ 36.23	\$ 38.20	\$ 40.16
Lineman/Technician	34.50	36.38	38.25
Digging Mach	31.05	32.74	34.43
Tractor trailer driver	29.33	30.92	32.51
Groundman Truck Driver	27.60	29.10	30.60
Mechanic 1st Class	27.60	29.10	30.60
Flagman	20.70	21.83	22.95

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

SUPPLEMENTAL BENEFITS

Per hour worked:

The following APPRENTICE Rates and the following SUPPLEMENTAL BENEFITS apply to all classifications.

\$ 11.75
*plus
6.5% of hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.

*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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%

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.

REGISTERED APPRENTICES

(1000) hour terms at the following percentage of Journey's wage.

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

01/01/2008

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

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing overhead electrical, telephone and CATV lines.

07/01/2007

Tree trimmer	\$ 20.40
Equip Operator	18.00
Mechanic	18.00
Truck Driver	15.21
Ground person	12.49
Flag person	8.89

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 5.35
 *plus 3% of
 hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE

6-1249TT

Mason - Building

01/01/2008

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour	07/01/2007	07/01/2008	07/01/2009
		Additional	Additional
Building:			
Bricklayer	\$ 25.94	\$ 1.05	1.05
Cement Finish (Bldg)	25.94	1.05	1.05
Plasterer	25.94	1.05	1.05
Tuck Pointer	25.94	1.05	1.05
Stone Mason	25.94	1.05	1.05

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 14.51

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

1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours.

Rates per term:

1st.	2nd.	3rd.	4th.
\$14.43	\$14.54	\$17.64	\$21.23

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$5.78	\$9.72	\$10.67	\$11.12

5-3B - Z1

Mason - Heavy&Highway

01/01/2008**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: Entire county except in the Townships 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: 07/01/2007

Cement Mason \$ 26.23

Bricklayer 26.23

Add \$1.00 per hour for work from swing stage or swing scaffold, including rolling scaffold suspended from bridges.

SUPPLEMENTAL BENEFITS

Per hour worked:
\$ 13.83

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental benefits per hour worked:

\$ 13.83

5-3h

Mason - Tile Finisher

01/01/2008**JOB DESCRIPTION** Mason - Tile Finisher**DISTRICT 5****ENTIRE COUNTIES**

Genesee, Livingston, Mor roe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2007 07/01/2008 07/01/2009

Building Additional Additional

Tile Finisher \$ 21.56 \$ 1.05 \$ 1.05

Marble, Slate, Terrazzo and Tile

SUPPLEMENTAL BENEFITS

Per hour worked:
\$ 10.94

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:

1200 hrs for 1st and 2nd term, 1300 hrs for 3rd term.

1st	2nd	3rd
\$10.32	\$14.27	\$18.46

Supplemental benefits per hour worked:

1st	2nd	3rd
\$ 2.66	\$ 5.22	\$ 7.53

5-3TF - Z1

Mason - Tile Setter

01/01/2008

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour	07/01/2007	07/01/2008 Additional	07/01/2009 Additional
Building:			
Tile Setter:	\$ 26.94	\$ 1.05	\$ 1.05

Marble, Slate, Terrazzo and Tile

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman Setter	\$ 14.32

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 hours per term at the following wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
\$ 11.24	\$ 13.22	\$ 14.70	\$ 16.43	\$ 18.16	\$ 19.90	\$ 23.66	\$ 26.77

Supplemental Benefits per hour worked:

Appr. 1st term	\$ 9.38
Appr. 2nd term	9.46
Appr. 3rd term	10.04
Appr. 4th term	10.38
Appr. 5th term	10.71
Appr. 6th term	11.04
Appr. 7th term	11.41
Appr. 8th term	12.43

5-3TS - Z1

Operating Engineer - Building

01/01/2008

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, Sideboom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour: 07/01/2007

Master Mechanic	\$ 29.98
Asst.Master Mechanic	29.34
Crane(boom over 100ft)	29.66
" (boom over 200ft)	29.91
" (boom over 300ft)	30.41
CLASS A	28.91
CLASS B	24.41

Additional \$1.00 per hour for tunnel work.

Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.

Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 19.76*
Apprentice Engineers	19.36*
Helper on lube truck	19.36*

Note: Benefits are paid at the same premium as the wages for overtime wages.

* \$ 6.41 of the time and one half premium benefit must be paid as wages.

* \$12.81 of the double time premium benefit must be paid as wages.

OVERTIME PAY

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

Note - Worked holidays require the payment of holiday pay plus straight time pay.

HOLIDAY

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

Note - Worked holidays require the payment of holiday pay plus straight time pay.

REGISTERED APPRENTICES

Wages per hour:

Receive \$0.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour:

\$ 19.36*

Note: Benefits are paid at the same premium as the wages for overtime wages.

* \$ 6.41 of the time and one half premium benefit must be paid as wages.

* \$12.81 of the double time premium benefit must be paid as wages.

3-17b

Operating Engineer - Heavy&Highway

01/01/2008

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Conveying Vehicles Conveying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

Per hour: 07/01/2007

Master Mechanic	\$ 29.98
Asst. Master Mechanic	29.34
Crane(boom over 100ft)	29.66
" (boom over 200ft)	29.91
" (boom over 300ft)	30.41
CLASS A	28.91

CLASS B 24.41

Additional \$1.00 per hour for tunnel work

Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.

Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

For work bid after 05/01/2005 an additional \$1.50 per hour when shift work is mandated either in the job specifications or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 19.76*
Apprentice Engineers	19.36*
Helper on Lube Truck	19.36*

Note: Benefits are paid at the same premium as the wages for overtime wages.

* \$ 6.41 of the time and one half premium benefit must be paid as wages.

* \$12.81 of the double time premium benefit must be paid as wages.

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Receive \$0.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour worked:

\$ 19.36**

Note: Benefits are paid at the same premium as the wages for overtime wages.

* \$ 6.41 of the time and one half premium benefit must be paid as wages.

* \$12.81 of the double time premium benefit must be paid as wages.

3-17 hh/sw/t

Operating Engineer - Marine Construction

01/01/2008

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

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:

DIPPER, CLAMSHELL DREDGES & HYDRAULIC DREDGES	07/01/2007- 09/30/2007	10/01/2007- 09/30/2008	10/01/2008

CLASS A

Operator, Leverman, Lead Dredgeman	\$ 31.59	\$ 32.09	\$ 32.89

CLASS B

Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 27.49	\$27.94	\$ 28.49

Certified Welder, Boat Operator(licensed)	\$ 25.79	\$ 26.29	\$ 26.84

CLASS C			
Drag Barge Operator,	\$ 25.04	\$ 25.49	\$ 26.14
Steward, Mate,			
Assistant Fill Placer,			
Welder (please add)	\$ 0.51	\$ 0.06	
Boat Operator	\$ 24.29	\$ 24.79	\$ 25.29
CLASS D			
Shoreman, Deckhand,	\$ 20.34	\$ 20.64	\$ 21.09
Rodman, Scowman, Cook,			
Messman, Porter/Janitor			
Oiler(please add)	\$ 0.09		

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2007- 09/30/2007	10/01/2007- 09/30/2008	10/01/2008
All Classes A & B	\$ 7.55 plus 7% of straight time wage	\$ 7.80 plus 7% of straight time wage	\$ 8.05 plus 7% of straight time wage
(overtime hours add)	\$ 0.63	\$ 0.63	\$ 0.63
All Class C	\$ 7.35 plus 7% of straight time wage	\$ 7.50 plus 7% of straight time wage	\$ 7.75 plus 7% of straight time wage
(overtime hours add)	\$ 0.48	\$ 0.48	\$ 0.48
All Class D	\$ 6.95 plus 7% of straight time wage	\$ 7.20 plus 7% of straight time wage	\$ 7.45 plus 7% of straight time wage
(overtime hours add)	\$ 0.33	\$ 0.23	\$ 0.23

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew

01/01/2008

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

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 boundry line of the City of Poughkeepsie North.

WAGES

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

	07/01/2007	06/01/2008
Survey Rates:		
Party Chief	\$ 29.11	\$ 29.82
Instrument/Rodperson	26.43	27.05

Additional 3.00 per hr. for work in a Tunnel.
Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 15.45	\$ 16.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1 yr. or 1000 hrs.) terms at the following wage rates.

	1st	2nd	3rd
7/01/2007	15.86	18.51	21.15

Supplemental Benefits:

Per hour worked:

Apprentices	\$ 15.45	16.30

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2008

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

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 boundry line of the City of Poughkeepsie north.

WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a consulting

ENGINEER AGREEMENT-- SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

	07/01/2007	06/01/2008
Survey Rates:		
Party Chief	\$ 29.11	\$ 29.82
Instrument/Rodperson	26.43	27.05

Additional 3.00 per hr. for work in a Tunnel.

Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

	\$ 15.45	\$ 16.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

Operating Engineer - Trenchless Pipe Rehab

01/01/2008

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

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:

07/01/2007

DSET/DSSET Operator	\$ 30.00
Robotic Unit Operator	30.00
DDCC Injection Operator	30.00
Technician/Equipment Operator	25.50
AM Liner/Hydra Seal Installer	25.50
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner Inst.	25.50

SUPPLEMENTAL BENEFITS

Per Hour Worked

All Classifications	\$ 11.34

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

At One Year Terms
 (Per Hour)

First Year	\$ 16.00
Second Year	16.75
Third Year	17.25
Fourth Year	18.00

Supplemental Benefit
 (Per Hour Worked)

All Terms	\$ 11.34

4-138TrchPReh

Painter

01/01/2008

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:	7/1/07	5/1/08	5/1/09	5/1/10	5/1/11
		Addit.	Addit.	Addit.	Addit.
Bridge*	\$ 31.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Tunnel*	31.00	2.00	2.00	2.00	2.00
Tank*	29.00	2.00	2.00	2.00	2.00

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.

* Note an additional \$1.00 per hour 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 worked:

\$ 16.15 \$ 16.25 \$ 16.30 \$ 16.35 \$ 16.40

OVERTIME PAY

Exterior work only See (E, E4*, F, R) on OVERTIME PAGE.

All other work See (B, F, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1000 hour terms at the following percentage of Journeyman's wage rate:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 1.70
3rd & 4th terms	4.70
5th & 6th terms	5.70

3-4-Bridge, Tunnel, Tank

Painter

01/01/2008

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:

	7/1/07	5/1/08	5/1/09	5/1/10	5/1/11
		Addit.	Addit.	Addit.	Addit.
Basic Rate (Brush & Roll)	\$ 23.89	\$ 1.00	\$ 1.00	\$ 1.20	\$ 1.20
Spray painting, wallcovering	24.14	1.00	1.00	1.20	1.20
Abrasive and hyroblasting	24.14	1.00	1.00	1.20	1.20
Taping/DryWall Finisher	24.39	1.00	1.00	1.20	1.20
Skeleton Steel*	24.64	1.00	1.00	1.20	1.20
Swing scaffold or hanged rigging platforms	24.64	1.00	1.00	1.20	1.20
		1.00	1.00	1.20	1.20

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 15.35 \$ 15.45 \$ 15.55 \$ 15.60 \$ 15.65

OVERTIME PAY

Exterior work only See (B, E4*, F, R) on OVERTIME PAGE.

All other work See (B, F, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 1000 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher with less than 2000 hours as of 07/29/04: 1000 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Taper/Drywall Finisher with 2000 hours or more as of 07/29/04: 1000 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st & 2nd terms	\$ 1.70
3rd & 4th terms	4.70
All other terms	5.70

3-4-Buf, Nia, Olean

Painter - Metal Polisher

01/01/2008

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

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

07/01/2007

Metal Polisher \$ 23.10*

Note: *All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2007

Journeyman: \$ 11.02

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

55% of Basic Polisher Rate (*)

9-8A/28A-MP

Plumber

01/01/2008

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villanova and Westfield.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2007	05/01/2008 Additional	05/01/2009 Additional
Plumber	\$ 28.50	\$ 1.55	\$ 1.62
Steamfitter	28.50	1.55	1.62
Hazmat work	29.50	1.55	1.62

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 14.53*

* Note - \$1.40 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

* 9th and 10th hour on Saturday to be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	90%

Add \$1.00 per hour for Hazmat work.

Supplemental benefits per hour worked:

\$ 11.12*

* Note - \$1.40 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer

01/01/2008

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007

Asbestos Removal	\$ 25.50
Slate, Tile	24.65
Precast tile / slabs	24.65
Crete / gypsum planks	24.65
Damp and waterproofer	24.50
Composition, spayers,	24.50
Asphalt mastic,	24.50
Steep roofers	24.50

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 11.91

OVERTIME PAY

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

* and ** Double time after 8 hours on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 1000	to 2000	to 2500	to 3000	to 3500	to 4000	to 4500	to 5000	to 5500	to 6000
50%	55%	60%	65%	70%	75%	80%	85%	90%	95%

Supplemental benefits per hour:

0	to 1000	to 2000	to 2500	to 3000	to 3500	to 4000	to 4500	to 5000	to 5500	to 6000
\$ 0.00	\$ 6.76	\$ 9.85	\$ 10.11	\$ 10.37	\$ 10.62	\$ 10.88	\$ 11.14	\$ 11.40	\$ 11.65	

3-74

Sheetmetal Worker

01/01/2008

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007

\$ 29.25

Additional \$0.50 per hour for work 30' above floor on boatswain chair.

Additional \$1.00 per hour for work in "Hot" areas of Atomic Laboratories.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 13.50 For overtime hours \$8.02 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th	5th
\$ 13.16	\$ 16.03	\$ 17.35	\$ 21.32	\$23.96

Supplemental benefits per hour:

1st term	\$ 9.30	For overtime hours \$3.82 of this amount must be paid at the same premium as the wage.
2nd term	10.70	For overtime hours \$5.22 of this amount must be paid at the same premium as the wage.
3rd term	12.24	For overtime hours \$6.76 of this amount must be paid at the same premium as the wage.
4th term	12.66	For overtime hours \$7.18 of this amount must be paid at the same premium as the wage.
5th term	12.94	For overtime hours \$7.46 of this amount must be paid at the same premium as the wage.

3-71

Sprinkler Fitter

01/01/2008

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour 07/01/2007

Sprinkler Fitter \$ 28.40

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.40

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 Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st & 2nd terms	\$ 6.51
3rd & 4th terms	10.65
All others	15.40

1-669

Teamster - Building

01/01/2008

JOB DESCRIPTION Teamster - Building

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario

PARTIAL COUNTIES

Genesee: Only in the Townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavillion, Leroy, Strafford and Bergen.

Orleans: Only in the Townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.

Steuben: Only in the Township of Wayland.

Wayne: Only in the Townships of Ontario, Walworth and Macedon.

Wyoming: Only in the Townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Gainesville, Perry, Warsaw, Middlebury, Covington and Pike.

WAGES

Per hour worked: 07/01/2007 05/01/2008

Building

Group A	\$ 21.24	\$ 21.44
Group B	21.09	21.29
Group C	21.49	21.69
Group D	21.39	21.59
Group E	21.49	21.69

Group A: Concrete transportation (Ready Mix); Tractor and attached units (Except Low-Boys) and trucks of actual ten (10) tons capacity or over.

Group B: Truck-actual capacity ten (10) tons; helpers.

Group C: Mechanics

Group D: Tractor and Low-Boy.

Group E: 25 ton and over tractors and low-boys moving engineers self-powered equipment.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 10.18

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

5-118

Teamster - Building / Heavy&Highway

01/01/2008

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darien and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour: 07/01/2007

All GROUPS \$ 25.23
Add \$2.00 when required to use personal protection when performing hazardous waste removal work.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 7.30*

*Note - Only \$ 3.60 per hour needs to be paid for overtime hours.

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

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

3-449

Teamster - Building / Heavy&Highway

01/01/2008

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darin and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

Per hour:	07/01/2007	06/01/2008	06/01/2009

Dump Truck Operator	\$ 16.05	\$ 16.55	\$ 17.05

SUPPLEMENTAL BENEFITS

Per hour worked:	\$ 1.44	\$ 1.44	\$ 1.44

OVERTIME PAY

See (B, J) on OVERTIME PAGE

Note - Time and one half shall be paid for work in excess of five (5) days per week.

HOLIDAY

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

3-449d-DT

Teamster - Heavy&Highway

01/01/2008

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario

PARTIAL COUNTIES

Genesee: Only in the Townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavillion, Leroy, Strafford and Bergen.
Orleans: Only in the Townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.
Steuben: Only in the Township of Wayland.

Wayne: Only in the Townships of Ontario, Walworth and Macedon.
Wyoming: Only in the Townships of Attica, Orangeville, Wethersfield,
Eagle, Genesee Falls, Castile, Gainesville, Perry, Warsaw, Middlebury, Covington and Pike.

WAGES

Per hour	07/01/2007	07/01/2008 Additional	07/01/2009 Additional
Heavy/Highway:			
Group #1	\$ 20.90	\$.65	\$.65
Group #2	20.95	.65	.65
Group #3	21.00	.65	.65
Group #4	21.15	.65	.65
Group #5	21.30	.65	.65

One year carry-over for rate in effect at time of bid.

Group #1: Warehousemen, Yardmen, Truck helpers, Pickups, Panel trucks, Flatboy material trucks(straight jobs), Single Axle dump trucks, Dumpsters, Material checkers and receivers, Greasers, Truck tiremen, Mechanics helpers and parts chasers. Rubber-tired tractors (towing or pushing flat body vehicles), Form truck.

GROUP #2: Tandems and batch trucks, Mechanics, Dispatcher, When used as a hauling vehicle the following: Front end loader, A-frame and fork lift.

GROUP #3: Semi-trailers, Low-boy trucks, Asphalt distributor trucks, And agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks, Boom truck.

GROUP #4: Specialized earth moving equipment, Euclid type, or similar off-highway, 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.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 12.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

5-791H

Welder

01/01/2008

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 07/01/2007

Welder (To be paid the same rate of the mechanic performing the work)

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.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (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
- (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
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (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, if worked
- (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, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

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

DEPARTMENT OF LABOR - BUREAU OF PUBLIC WORK

Under Article 8 of the NYS Labor Law, when two final determinations have been rendered against a contractor, sub-contractor and/or its successor within any consecutive six-year period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements, or when one final determination involves falsification of payroll records or the kickback of wages and/or supplements, said contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work contract/sub-contract with the state, any municipal corporation or public body for a period of five years from the date of debarment.

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link,
<https://dbr.labor.state.ny.us/EDList/searchPage.do>

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
385 Services LLC	2657 State Highway 28	Portlandville	NY	13834

FEIN:	Barred Until	Fiscal Officer Notes:
16-1466399	01/08/2009	DOL Multiple willful violations

Company Name	Address	City	State	Zip Code
4-A General Construction Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer Notes:
11-3161355	01/25/2012	AG Plea Agreement with A.G.'s Office and Spiridon Anthoulis, Anastasia Anthoulis aka Stacey Gouzos as individuals

Company Name	Address	City	State	Zip Code
A & D Contracting Corp	15 Pine Aire Drive	Bay Shore	NY	11706

FEIN:	Barred Until	Fiscal Officer Notes:
11-3203983	08/01/2010	DOL Falsification of payroll records. Also Tommaso Allocca as an individual

Company Name	Address	City	State	Zip Code
A A General Contractors Inc	1765 Mt Read Boulevard	Rochester	NY	14606

FEIN:	Barred Until	Fiscal Officer Notes:
16-1319254	10/18/2009	DOL And W J Grinder Roofing as a substantially affiliated employer and Dominic Antonucci as an individual. Multiple willful violations

Company Name	Address	City	State	Zip Code
A Castricone Concrete Inc	P O Box 203	Athol Springs	NY	14010

FEIN:	Barred Until	Fiscal Officer Notes:
16-1582253	03/03/2008	DOL and Crazy Horse Tonawanda Inc

Company Name	Address	City	State	Zip Code
A&T General Construction Inc	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer Notes:
13-3927478	12/11/2011	DOL and Nick Nitis as an individual - falsification of payroll records

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
ACC Construction Corp	6 East 32nd St - 7th Fl	New York	NY	10016
FEIN: 11-2688758	Barred Until 05/25/2011	Fiscal Officer Notes: NYC Falsified records		

Company Name	Address	City	State	Zip Code
Adam Deckman				
FEIN:	Barred Until	Fiscal Officer Notes: dba Deckman Painting		

Company Name	Address	City	State	Zip Code
Aegean General Contracting Inc	57-16 157th Street	Flushing	NY	11355
FEIN: 11-3451267	Barred Until 03/11/2008	Fiscal Officer Notes: Settlement agreement with A.G.'s Office - falsified payrolls - Also Aegean Marble Co., Aegean Marble Contracting Co., and George Begakis individually		

Company Name	Address	City	State	Zip Code
Aegean Marble Co.				
FEIN: 11-3451267	Barred Until 03/11/2008	Fiscal Officer Notes: See Aegean General Contracting Inc		

Company Name	Address	City	State	Zip Code
Aegean Marble Contracting Co.				
FEIN: 11-3451267	Barred Until 03/11/2008	Fiscal Officer Notes: See Aegean General Contracting Inc		

Company Name	Address	City	State	Zip Code
Albany Pipe Insulators Inc	P O Box 332 - Foundry Rd	Voorheesville	NY	12186
FEIN: 14-1617890	Barred Until 02/18/2008	Fiscal Officer Notes: DOL		

Company Name	Address	City	State	Zip Code
Allstate Concrete Cutting, Inc	635 Midland Avenue	Garfield	NJ	07026
FEIN: 11-3223101	Barred Until 07/09/2012	Fiscal Officer Notes: DOL And Robert O'Hanlon as an individual. Falsified payroll records		

Company Name	Address	City	State	Zip Code
American Weathertite Inc	P O Box 208	Clifton	NJ	07110
FEIN: 65-0465918	Barred Until 03/28/2010	Fiscal Officer Notes: DOL		

Company Name	Address	City	State	Zip Code
Amodio Russo	14 Brayron Road	Carmel	NY	10512
FEIN:	Barred Until 06/01/2010	Fiscal Officer Notes: As in individual and P&T Iron Works. Falsification of payroll records. Settlement Agreement with A.G.'s office		

Company Name	Address	City	State	Zip Code
Anastasia Anthoulis	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG aka Stacey Gouzos - as an individual - See 4-A General Construction Corp		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name Andres Alvarez	Address 372 North Main Street	City Lodi	State NJ	Zip Code 07644
FEIN:	Barred Until 12/24/2009	Fiscal Officer Notes: See Corinthian Construction Co Inc		
Company Name Angelo Zaffuto	Address 162 Atlantic Avenue	City Lynbrook	State NY	Zip Code 11563
FEIN:	Barred Until 09/29/2008	Fiscal Officer Notes: AG As an individual. See Zaffuto Construction Company Inc		
Company Name ANS Welding Corp	Address 111 Dale Street	City West Babylon	State NY	Zip Code 11704
FEIN: 11-1867262	Barred Until 06/09/2009	Fiscal Officer Notes: DOL Debarment period extended after additional willful violations		
Company Name Anthos Contracting Corp	Address 131 47th Street	City Brooklyn	State NY	Zip Code 11232
FEIN: 11-2967327	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		
Company Name Aragona Construction Corp	Address 5755 Newhouse Road	City East Amherst	State NY	Zip Code 14051
FEIN: 16-1552725	Barred Until 10/10/2012	Fiscal Officer Notes: DOL And Rosario Carrubba individually - falsified payroll records		
Company Name Aztec Plumbing & Heating Corp	Address 153 Baywoods Lane	City Bay Shore	State NY	Zip Code 11706
FEIN: 11-6255761	Barred Until 03/19/2012	Fiscal Officer Notes: DA And John Bias as an individual - plea agreement with Suffolk County D.A.		
Company Name B & Z Development Inc	Address 19 West Street	City Spring Valley	State NY	Zip Code 10977
FEIN: 13-3713559	Barred Until 02/22/2010	Fiscal Officer Notes: DOL dba Ben-Zvy Enterprises Inc and Erez Ben-Zvy as an individual.		
Company Name Ballagh General Contracting Inc	Address 250 Kneeland Avenue	City Yonkers	State NY	Zip Code 10705
FEIN: 13-4157828	Barred Until 07/09/2012	Fiscal Officer Notes: DOL And Bernadette and Thomas Gormally, individually. Falsified payroll records		
Company Name Bat-Jac Construction Inc	Address 62 Neulist Avenue	City Port Washington	State NY	Zip Code 11050
FEIN: 11-3391498	Barred Until 07/17/2009	Fiscal Officer Notes: DOL aka Bat-Jac Contracting Inc. a/k/a Bat-Jac Inc. and Kenneth Merz, president and one of its five largest shareholders and Steve Menzer, vice president and one of its five largest shareholders, as individuals. Falsified payrolls.		
Company Name Bat-Jac Contracting Inc	Address	City	State	Zip Code
FEIN: 11-3133524	Barred Until 07/17/2009	Fiscal Officer Notes: See Bat-Jac Construction Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code

Bat-Jac Inc

FEIN: **Barred Until** **Fiscal Officer Notes:**
 07/17/2009 See Bat-Jac Construction aka Bat-Jac Contracting

Company Name	Address	City	State	Zip Code

Ben-Zvy Enterprises Inc

FEIN: **Barred Until** **Fiscal Officer Notes:**
 02/22/2010 See B & Z Development Inc.

Company Name	Address	City	State	Zip Code

Bernadette Gornally

FEIN: **Barred Until** **Fiscal Officer Notes:**
 07/09/2012 As an individual. See Ballagh General Contracting

Company Name	Address	City	State	Zip Code

Best of Friends of Schenectady Constr Co

FEIN: **Barred Until** **Fiscal Officer Notes:**
 01/24/2011 DOL

Company Name	Address	City	State	Zip Code

Boguslaw Bozek

FEIN: **Barred Until** **Fiscal Officer Notes:**
 05/14/2008 As an individual - see Goldhand Construction LLC

Company Name	Address	City	State	Zip Code

C J H Inc

FEIN: **Barred Until** **Fiscal Officer Notes:**
 06/10/2010 See N F K Excavating and Construction Inc

Company Name	Address	City	State	Zip Code

Cappry Contracting Management Corp

FEIN: **Barred Until** **Fiscal Officer Notes:**
 02/09/2011 NYC Falsified payroll records

Company Name	Address	City	State	Zip Code

Carl Babb

FEIN: **Barred Until** **Fiscal Officer Notes:**
 07/21/2008 As an individual - See Olympic Window Installers Inc

Company Name	Address	City	State	Zip Code

Catenary Construction Corp

FEIN: **Barred Until** **Fiscal Officer Notes:**
 02/14/2011 DOL Subsidiary of Lancet Arch Inc.

Company Name	Address	City	State	Zip Code

Cavalier Constr Corp c/o Clayman & Rosenbe

FEIN: **Barred Until** **Fiscal Officer Notes:**
 02/19/2008 NYC Falsified records - plea agreement. Also Kingston Trucking & Rigging Corp., Manbru Construction Corp., Port Ewen Trucking Corp. and Super Structure Builders, Inc. as substantially owned-affiliated entities and/or successors of Cavalier.

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Charles J Pardee	261 Ball Road	Hastings	NY	13076

FEIN:	Barred Until	Fiscal Officer Notes:
	03/16/2009	DOL As an individual. See Dalton Steel Inc.

Company Name	Address	City	State	Zip Code
Charles Marangoudakis	25 Woodhill Lane	Manhasset	NY	11030

FEIN:	Barred Until	Fiscal Officer Notes:
	08/16/2010	DOL Individually and Marangos Construction Corp and Tropic Construction Corp. Multiple willful violations

Company Name	Address	City	State	Zip Code
Christina J Hock				

FEIN:	Barred Until	Fiscal Officer Notes:
	06/10/2010	See N F K Excavating and Construction Inc

Company Name	Address	City	State	Zip Code
Christopher Nicholson	91 Newman Place	Buffalo	NY	14210

FEIN:	Barred Until	Fiscal Officer Notes:
	10/19/2011	See Commercial System Construction

Company Name	Address	City	State	Zip Code
Columbus General Construction Inc	914 Newkirk Avenue	Brooklyn	NY	11230

FEIN:	Barred Until	Fiscal Officer Notes:
11-3357344	12/16/2009	AG And Mohammed A Rashid as an individual. Falsified business records. Plea agreement.

Company Name	Address	City	State	Zip Code
Commercial Painting Co	4872 West Seneca Turnpike	Syracuse	NY	13215

FEIN:	Barred Until	Fiscal Officer Notes:
16-1513909	05/01/2008	DOL James Stanton dba Commercial Painting Co - falsified payroll records

Company Name	Address	City	State	Zip Code
Commercial Steel Inc	65 Corporate Park Drive	Central Square	NY	13036

FEIN:	Barred Until	Fiscal Officer Notes:
16-1557064	03/16/2009	DOL As a successor and/or substantially-owned affiliated entity with Dalton Steel Inc dba Pardee Construction - multiple willful violations

Company Name	Address	City	State	Zip Code
Commercial System Construction	91 Newman Place	Buffalo	NY	14210

FEIN:	Barred Until	Fiscal Officer Notes:
90-0066866	10/19/2011	DOL And Christopher Nicholson as an individual - falsification of payroll records

Company Name	Address	City	State	Zip Code
Corinthian Construction Co Inc	372 North Main Street	Lodi	NJ	07644

FEIN:	Barred Until	Fiscal Officer Notes:
13-3750033	12/24/2009	AG And Andres Alvarez as an individual. Plea agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Crazy Horse Tonawanda Inc	P O Box 203	Athol Springs	NY	14010

FEIN:	Barred Until	Fiscal Officer Notes:
16-1528124	03/03/2008	DOL and A Castricone Concrete Inc

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
D J Floors Inc	9276 Via Cimato Drive	Clarence Center	NY	14032
FEIN: 16-1506339	Barred Until 08/29/2012	Fiscal Officer Notes: DOL And Donald Schwendler as an individual - falsified payroll records		

Company Name	Address	City	State	Zip Code
Dalton Steel Inc	197 U S Route 11	Central Square	NY	13036
FEIN: 16-1557064	Barred Until 03/12/2009	Fiscal Officer Notes: DOL dba Pardee Construction and Shirley Pardee as an individual - multiple willful violations. Also Charles J Pardee as an individual.		

Company Name	Address	City	State	Zip Code
Darby General Contracting Inc	565 Oak Street	Copiatague	NY	11726
FEIN: 11-3420817	Barred Until 08/04/2008	Fiscal Officer Notes: DOL dba Darby Glass Co - multiple willful violations		

Company Name	Address	City	State	Zip Code
Darby Glass Co				
FEIN: 11-3081390	Barred Until 08/04/2008	Fiscal Officer Notes: See Darby General Contracting Inc		

Company Name	Address	City	State	Zip Code
Deckman Painting	154 Pond View Parkway	Rochester	NY	14612
FEIN: 75-3173012	Barred Until 04/16/2012	Fiscal Officer Notes: DOL Adam Deckman dba Deckman Painting. Falsification of payroll records		

Company Name	Address	City	State	Zip Code
Dellapenna Associates Inc	86 Olive Street	Johnson City	NY	13790
FEIN: 16-1465989	Barred Until 02/18/2008	Fiscal Officer Notes: DOL Substantially owned-affiliated entity and/or successor of Dellapenna Brothers Inc - debarment period extended after additional violations		

Company Name	Address	City	State	Zip Code
Dellapenna Brothers Inc	86 Olive Street	Johnson City	NY	13790
FEIN: 16-0964223	Barred Until 08/04/2008	Fiscal Officer Notes: DOL multiple willfuls - debarment period extended after additional violations		

Company Name	Address	City	State	Zip Code
Dennis Lounsbury Builders Inc	P O Box 220	Bulville	NY	10915
FEIN: 14-1538702	Barred Until 05/27/2009	Fiscal Officer Notes: DOL aka Lounsbury Erectors Inc.		

Company Name	Address	City	State	Zip Code
DePoalo and Son Building Contractors Inc	296 Morris Road	Schenectady	NY	12303
FEIN: 14-1507523	Barred Until 07/12/2009	Fiscal Officer Notes: DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
DG Pipeline Inc	312 Halseyville Road	Ithaca	NY	14850
FEIN: 74-2917157	Barred Until 09/06/2011	Fiscal Officer Notes: DOL and Douglas S Griffen, President and one of the five largest shareholders - falsified payrolls		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Diamond "D" Construction Corp	5270 Transit Road	Depew	NY	14043
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1103218	12/14/2010	DOL and Joseph DiPizio individually and as its president. Falsification of payroll records		
Company Name	Address	City	State	Zip Code
Diracon Commercial Contractors	310 Maple Avenue	New Hampton	NY	10958
FEIN:	Barred Until	Fiscal Officer Notes:		
08-1681415	05/18/2009	DOL and Rebecca Gatto-Wood as an individual. Falsified payarolls.		
Company Name	Address	City	State	Zip Code
DJH Mechanical Associates Ltd	155 Kingsbridge Road East	Mount Vernon	NY	10552
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3373364	02/01/2011	DOL False records - plea agreement		
Company Name	Address	City	State	Zip Code
Dominic Antonucci	1939 Town Line Road	Hilton	NY	14468
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/18/2009	DOL As an individual. See A A General Contractors Inc and W J Grinder Roofing Company.		
Company Name	Address	City	State	Zip Code
Don Adams Roofing Inc	472 Commerce Street	Hawthorne	NY	10532
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3455881	12/07/2010	DOL Plead guilty to a felony		
Company Name	Address	City	State	Zip Code
Donald Schwendler	9276 Via Cimato Drive	Clarence Center	NY	14032
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/29/2012	As an individual. See D J Floors, Inc.		
Company Name	Address	City	State	Zip Code
Douglas S Griffen	312 Halseyville Road	Ithaca	NY	14850
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/06/2011	See DG Pipeline Inc		
Company Name	Address	City	State	Zip Code
E Green Restoration & Roofing Inc	117 Hawley Street	Binghamton	NY	13901
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1561693	06/21/2009	DOL		
Company Name	Address	City	State	Zip Code
Eliyhu Benyamin	303 Ten Eyck Street	Brooklyn	NY	11206
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/05/2010	As an individual. See W & B Mechanical Corp.		
Company Name	Address	City	State	Zip Code
Elizabeth A. Carr	P O Box 82	Valatie	NY	12184
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/14/2008	dba Everlasting Slate - as an individual		
Company Name	Address	City	State	Zip Code
Emeis & Emeis General Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
13-4103233	01/25/2012	AG Plea Agreement with A.G.'s Office		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name Emes Heating & Plumbing Contr	Address 5 Emes Lane	City Monsey	State NY	Zip Code 10952
FEIN: 13-2590780	Barred Until	Fiscal Officer Notes: DOL and Julius and Gita Behrend, as individuals. Parties entered into a voluntary agreement to be permanently debarred		
Company Name Enjem's Incorporated	Address 111 South Main Street	City Herkimer	State NY	Zip Code 13350
FEIN: 16-1038008	Barred Until 03/04/2009	Fiscal Officer Notes: DOL and Francis Enjem as an individual. Falsification of records.		
Company Name Enviroclean Services LLC	Address 4245 Union Rd- Suite 210	City Buffalo	State NY	Zip Code 14225
FEIN: 26-0045677	Barred Until 09/07/2009	Fiscal Officer Notes: DOL		
Company Name Erez Ben-Zvy	Address 19 West Street	City Spring Valley	State NY	Zip Code 10977
FEIN:	Barred Until 02/22/2010	Fiscal Officer Notes: As an individual. See B & Z Development Inc		
Company Name Euro Craft Restoration, Inc.	Address 41-12 Ditmars Blvd	City Long Island City	State NY	Zip Code 11105
FEIN: 13-3769924	Barred Until 10/14/2008	Fiscal Officer Notes: DOL and Savvas A. Savva (as an individual) Falsification of records and kickback of wages. Plea agreement with A.G.'s Office		
Company Name Everlasting Slate	Address P O Box 82	City Valatie	State NY	Zip Code 12184
FEIN: 22-3397381	Barred Until 10/14/2008	Fiscal Officer Notes: DOL And Elizabeth A. Carr and Sean Campion as individuals. Falsification of records		
Company Name Florence XVI Century Marble Inc	Address 120 Glen Head Road	City Glen Head	State NY	Zip Code 11545
FEIN: 11-3262505	Barred Until 08/03/2010	Fiscal Officer Notes: Falsification of payroll records - plea agreement		
Company Name Flower City Asbestos Inc	Address 850 St Paul Street	City Rochester	State NY	Zip Code 14605
FEIN: 16-1292474	Barred Until 08/18/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name Flower City Insulation Sales & Contractors	Address 137 Yorkton Street	City Webster	State NY	Zip Code 14580
FEIN: 16-1157832	Barred Until 08/03/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name Ford Construction Inc	Address 18-18 26th Street	City Astoria	State NY	Zip Code 11102
FEIN: 11-3167975	Barred Until 07/18/2010	Fiscal Officer Notes: DOL and Mohammed Ali Alvi and Mohammed Ali Alvi T/A Ford Masonry - falsification of Records		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Ford Masonry	18-18 26th Street	Astoria	NY	11102

FEIN:	Barred Until	Fiscal Officer Notes:
	07/18/2010	DOL and Mohammed Ali Alvi individually and Ford Construction Inc. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Foundation Construction Consultants Inc	294 20th Street	Brooklyn	NY	11215

FEIN:	Barred Until	Fiscal Officer Notes:
11-2761496	05/20/2008	NYC Multiple willfuls and falsification of payroll records

Company Name	Address	City	State	Zip Code
Francis Enjem	111 South Main Street	Herkimer	NY	13350

FEIN:	Barred Until	Fiscal Officer Notes:
	03/04/2009	As an individual. See Enjem's Incorporated.

Company Name	Address	City	State	Zip Code
Franco Paints Inc	159 92nd Street	Brooklyn	NY	11209

FEIN:	Barred Until	Fiscal Officer Notes:
	08/07/2008	NYC and Mida Painting Ltd, Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement

Company Name	Address	City	State	Zip Code
Frank J Tuck & Son Inc	92 North Route 9W	Congers	NY	10920

FEIN:	Barred Until	Fiscal Officer Notes:
13-3300128	01/29/2012	DOL

Company Name	Address	City	State	Zip Code
Frank Lobene Jr	13 Cheviot Lane	Rochester	NY	14624

FEIN:	Barred Until	Fiscal Officer Notes:
	10/18/2010	As an individual - See Lobene Painting Inc.

Company Name	Address	City	State	Zip Code
G A Falcone Construction Inc	253 Commonwealth Avenue	Buffalo	NY	14216

FEIN:	Barred Until	Fiscal Officer Notes:
16-1609832	08/07/2012	DOL multiple willful violations

Company Name	Address	City	State	Zip Code
George Begakis				

FEIN:	Barred Until	Fiscal Officer Notes:
	10/04/2011	As an individual - see Aegean General Contracting Inc - Debarment period has been extended for George Begakis as per A.G.'s Plea Agreement

Company Name	Address	City	State	Zip Code
George Bush	19 Hoffman Drive	Latham	NY	12118

FEIN:	Barred Until	Fiscal Officer Notes:
	01/14/2009	DOL Falsification of payroll records

Company Name	Address	City	State	Zip Code
George J Leva Sr.				

FEIN:	Barred Until	Fiscal Officer Notes:
	02/06/2008	As an individual dba Ontario Flooring Company. Debarment period extended after additional violation

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
George Lucey, Manual Tobio (see note)	150 Kings Street	Brooklyn	NY	11231
FEIN:	Barred Until	Fiscal Officer Notes:		
		NYC Manuel P Tobio and Lake Constr and Development Corp (individually and as a whole) grand larceny, falsified records, debarred permanently		
Company Name	Address	City	State	Zip Code
Gerasimo Andrianis	22-15 47th Street	Astoria	NY	11105
FEIN:	Barred Until	Fiscal Officer Notes:		
		AG As an individual. See Rainbow Renovations Inc		
Company Name	Address	City	State	Zip Code
Goldhand Construction LLC	116 East Saddle River Rd	Saddle River	NJ	07458
FEIN:	Barred Until	Fiscal Officer Notes:		
		DOL Falsified payroll records		
Company Name	Address	City	State	Zip Code
Gregory Kloepfer	248 Lein Road	West Seneca	NY	14224
FEIN:	Barred Until	Fiscal Officer Notes:		
		DOL As an individual. See Kloepfer's Floor Covering		
Company Name	Address	City	State	Zip Code
Haleem Zihenni	3 Alan B Shepard Place	Yonkers	NY	10705
FEIN:	Barred Until	Fiscal Officer Notes:		
		DOL As an individual see Omni Contracting Company Inc		
Company Name	Address	City	State	Zip Code
Hamax Construction Corporation	540 Commerce St - Ste 6	Thornwood	NY	10594
FEIN:	Barred Until	Fiscal Officer Notes:		
		DOL Also Thomas Hanlon and William Valentine as individuals. Multiple willfuls and falsification of records. Debarment period extended after other willful violations		
Company Name	Address	City	State	Zip Code
Harrison Jarvis	132 W 129th St-Ste 4W	New York	NY	10027
FEIN:	Barred Until	Fiscal Officer Notes:		
		AG As an individual and Two By Four Carpentry and Construction Inc. Plea agreement with A.G.'s Office.		
Company Name	Address	City	State	Zip Code
Howard K Enterprise Inc	219-02 Northern Boulevard	Flushing	NY	11361
FEIN:	Barred Until	Fiscal Officer Notes:		
		AG and Howard Kim a/k/a un Hak Kim as an individual - Plea agreement. Additional addresses: 703 Atlantic Avenue, Rochester, NY 14609 and 121 Hemingway Drive, Rochester, NY 14620		
Company Name	Address	City	State	Zip Code
Howard Kim	75 West Edsall Boulevard	Palisades Park	NJ	
FEIN:	Barred Until	Fiscal Officer Notes:		
		AG a/k/a un Hak Kim, as an individual. See Howard K Enterprise Inc		
Company Name	Address	City	State	Zip Code
IES Environmental Inc	1655 Elmwood Avenue	Cranston	RI	02910
FEIN:	Barred Until	Fiscal Officer Notes:		
		DOL And International Environmental Services Inc and James J Ney Jr as an individual. Falsification of payroll records		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
In-Tech Construction Inc	8346 Brewerton Road	Cicero	NY	13039

FEIN:	Barred Until	Fiscal Officer Notes:
16-1478898	07/06/2012	DOL And Russell Tupper as an individual. Falsified payroll records

Company Name	Address	City	State	Zip Code
Integrity Construction & Consulting Servs	7615 Myrtle Avenue	Glendale	NY	11385

FEIN:	Barred Until	Fiscal Officer Notes:
11-3147728	02/15/2012	NYC Falsification of payroll records

Company Name	Address	City	State	Zip Code
International Environmental Resources				

FEIN:	Barred Until	Fiscal Officer Notes:
05-0448266	08/09/2007	See International Environmental Services Inc

Company Name	Address	City	State	Zip Code
International Environmental Services Inc	2 Stafford Court	Cranston	RI	02920

FEIN:	Barred Until	Fiscal Officer Notes:
05-0448266	10/05/2009	DOL dba International Environmental Resources - Falsified payrolls - Debarment period extended after additional violation. Also IES Environmental Inc and James J Ney Jr as an individual

Company Name	Address	City	State	Zip Code
Ismael Cisneros				

FEIN:	Barred Until	Fiscal Officer Notes:
	04/14/2008	As an individual - See Izi Plumbing & Heating Ltd

Company Name	Address	City	State	Zip Code
Izi Plumbing & Heating Ltd	291 Metropolitan Avenue	Brooklyn	NY	11211

FEIN:	Barred Until	Fiscal Officer Notes:
11-3157717	04/14/2008	DOL And Ismael Cisneros as an individual - falsified payrolls

Company Name	Address	City	State	Zip Code
J B C Contracting Co Inc	346 Prospect Ave - 1st Fl	Brooklyn	NY	11215

FEIN:	Barred Until	Fiscal Officer Notes:
11-3550663	03/23/2010	AG And/or 509 McDonald Avenue, Brooklyn NY 11218. And Mohammed H Kabir as an individual and J B C Contracting Company. Settlement agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
J B C Contracting Company	346 Prospect Ave - 1st Fl	Brooklyn	NY	11215

FEIN:	Barred Until	Fiscal Officer Notes:
11-3330280	03/23/2010	AG And/or 509 McDonald Avenue, Brooklyn NY 11218. And Mohammed H Kabir as an individual and JBC Contracting Co Inc. Settlement Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
J Barr Construction Corp	119-51 Metropolitan Ave	Jamaica	NY	11415

FEIN:	Barred Until	Fiscal Officer Notes:
11-3344003	12/14/2009	DOL and Steve J Nictas as an individual. Multiple willful violations

Company Name	Address	City	State	Zip Code
J C McCashion Construction Inc	84 Fredericks Avenue	Albany	NY	12205

FEIN:	Barred Until	Fiscal Officer Notes:
14-1767357	04/13/2011	DOL Multiple willful violations

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
J T Painting Corp	P O Box 337	Burlingham	NY	12722
FEIN: 06-1260246	Barred Until 02/26/2009	Fiscal Officer Notes: DOL Falsification of records		
Company Name	Address	City	State	Zip Code
James Avallone				
FEIN:	Barred Until 08/07/2008	Fiscal Officer Notes: As an individual - see James Avallone Tile & Marble - debarment period extended		
Company Name	Address	City	State	Zip Code
James Avallone Tile & Marble	217 Christie Street	Ridgefield Park	NJ	07660
FEIN: 07-5336752	Barred Until 08/07/2008	Fiscal Officer Notes: DOL Multiple willful violations - debarment period extended		
Company Name	Address	City	State	Zip Code
James J Ney Jr	1655 Elmwood Avenue	Cranston	RI	02910
FEIN:	Barred Until 10/05/2009	Fiscal Officer Notes: DOL As an individual. See International Environmental Services Inc and IES Environmental Inc		
Company Name	Address	City	State	Zip Code
Jans General Construction Corp	131 47th Street	Brooklyn	NY	11232
FEIN: 13-4201562	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		
Company Name	Address	City	State	Zip Code
Jason Asbury	22562 Sea Bass Drive	Boca Raton	FL	33428
FEIN:	Barred Until 10/10/2012	Fiscal Officer Notes: As an individual - see Seabury Enterprises LLC		
Company Name	Address	City	State	Zip Code
Jay Meyer	239 Marsh Drive	DeWitt	NY	13214
FEIN:	Barred Until 02/20/2012	Fiscal Officer Notes: As an individual - see Sky Communications, Inc		
Company Name	Address	City	State	Zip Code
John Bias	153 Baywoods Lane	Bay Shore	NY	11706
FEIN:	Barred Until 03/19/2012	Fiscal Officer Notes: As an individual. See Aztec Plumbing & Heating Corp		
Company Name	Address	City	State	Zip Code
John Bradford	6614 Furnace Road	Ontario	NY	14519
FEIN:	Barred Until 12/22/2009	Fiscal Officer Notes: As an individual. See Rusmar Environmental Services Corp.		
Company Name	Address	City	State	Zip Code
Joseph DiPizio	5270 Transit Road	Depew	NY	14043
FEIN:	Barred Until 12/14/2010	Fiscal Officer Notes: As an individual. See Diamond "D" Construction Corp		
Company Name	Address	City	State	Zip Code
Joseph Zaffuto	162 Atlantic Avenue	Lynbrook	NY	11563
FEIN:	Barred Until 09/29/2008	Fiscal Officer Notes: AG As an individual. See Zaffuto Construction Company Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code

JRC Aris Electric Contractors				
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/13/2009	See JRC Electric Control Service Inc		

Company Name	Address	City	State	Zip Code

JRC Electric Control Service Inc	516 East 51st Street	Brooklyn	NY	11236
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3199418	09/13/2009	NYC a/k/a JRC Aris Electric Contractors - multiple willful violations		

Company Name	Address	City	State	Zip Code

Julius and Gita Behrend	5 Emes Lane	Monsey	NY	10952
FEIN:	Barred Until	Fiscal Officer Notes:		
		See Emes Heating & Plumbing Contractor, Inc		

Company Name	Address	City	State	Zip Code

K M Martell Construction Inc	57 Cross Road	Middletown	NY	10940
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1723810	06/25/2012	DOL And Kevin Martell as an individual - falsified records		

Company Name	Address	City	State	Zip Code

K M R Enterprises Inc	10 Stuffle Street	Cropseyville	NY	12052
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1749993	05/03/2010	DOL Multiple willful violations.		

Company Name	Address	City	State	Zip Code

Kefcal Construction Inc	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code

Kenneth Merz	62 Neulist Avenue	Port Washington	NY	11050
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/17/2009	As an individual. See Bat-Jac Construction		

Company Name	Address	City	State	Zip Code

Kenneth W Griffin	101 Lill Street	Rochester	NY	14621
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/01/2011	As an individual - see Lightning Fast Labor Force Services Inc		

Company Name	Address	City	State	Zip Code

Kevin Martell				
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/25/2012	As an individual - see K M Martell Construction Inc		

Company Name	Address	City	State	Zip Code

Keystone Construction Corp	9945 Fort Hamilton Pkwy	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1402500	08/20/2008	DOL And Nicholas Margaritis as an individual		

Company Name	Address	City	State	Zip Code

King Machine	11365 Center Road	Sheridan	NY	14135
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1293494	04/04/2010	DOL See Robert Metzgar		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Kingston Trucking & Rigging Corp	99 St Nicholas Avenue	Brooklyn	NY	11237
FEIN: 11-3540715	Barred Until 02/19/2008	Fiscal Officer Notes: DOL As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records		
Company Name	Address	City	State	Zip Code
Kloepfer's Floor Covering	248 Lein Road	West Seneca	NY	14224
FEIN: 16-1234359	Barred Until 10/06/2009	Fiscal Officer Notes: DOL And Gregory Kloepfer as an individual. Multiple willful violations		
Company Name	Address	City	State	Zip Code
Kosmar Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN: 13-4103318	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		
Company Name	Address	City	State	Zip Code
Kris Clarkson	2484 Caton Road	Corning	NY	14830
FEIN:	Barred Until 06/20/2012	Fiscal Officer Notes: As an individual. See R & H Commercial Flooring Inc		
Company Name	Address	City	State	Zip Code
K-Star Construction Corp	42 48 161st Street	Flushing	NY	11358
FEIN: 01-0778648	Barred Until 12/11/2011	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
L & T Plumbing Corp	367 Veterans Memorial Hwy	Commack	NY	11725
FEIN: 11-3223496	Barred Until 01/11/2010	Fiscal Officer Notes: DOL And Robert DeMonte as an individual.		
Company Name	Address	City	State	Zip Code
Labar Enterprises of Rochester Inc	2121 Empire Boulevard	Webster	NY	14580
FEIN: 16-1605462	Barred Until 04/18/2010	Fiscal Officer Notes: DOL dba Labar Excavating Inc. Multiple willful violations		
Company Name	Address	City	State	Zip Code
Labar Excavating Inc				
FEIN:	Barred Until 04/18/2010	Fiscal Officer Notes: See Labar Enterprises of Rochester Inc.		
Company Name	Address	City	State	Zip Code
Lake Construction and Development Corp				
FEIN: 11-2678816	Barred Until	Fiscal Officer Notes: See George Lucey -debarred permanently		
Company Name	Address	City	State	Zip Code
Lancet Arch Inc	112 Hudson Avenue	Rochester	NY	14605
FEIN: 16-1259628	Barred Until 02/14/2011	Fiscal Officer Notes: DOL Multiple willful violations - and its subsidiary Catenary Construction Corp		
Company Name	Address	City	State	Zip Code
Liberty Painting Company Inc	183 Lorfield Drive	Snyder	NY	14226
FEIN: 16-1480256	Barred Until 12/08/2010	Fiscal Officer Notes: DOL Multiple willful violations		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Lightning Fast Labor Force Services Inc	150 North Chestnut Street	Rochester	NY	14604

FEIN:	Barred Until	Fiscal Officer Notes:
20-0386651	05/01/2011	DOL And Winston J Goins Sr. and Kenneth W Griffin individually. Falsification of records

Company Name	Address	City	State	Zip Code
Linda Williams c/o MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801

FEIN:	Barred Until	Fiscal Officer Notes:
	04/22/2009	DOL As an individual. See MJAB Construction Inc

Company Name	Address	City	State	Zip Code
Lobene Painting Inc	13 Cheviot Lane	Rochester	NY	14624

FEIN:	Barred Until	Fiscal Officer Notes:
16-1514981	10/18/2010	DOL And Frank Lobene Jr and Matthew Lobene as individuals - falsification of payroll records

Company Name	Address	City	State	Zip Code
Look Under the Carpet Services Inc	P O Box 686	Buffalo	NY	14290

FEIN:	Barred Until	Fiscal Officer Notes:
01-0664654	12/15/2010	A.G. Plea Agreement with A.G.'s Office - principal place of business: 1557 Jefferson Avenue, Buffalo, NY 14208

Company Name	Address	City	State	Zip Code
Lorenzo DeVardo	1850 Steinway Street	Long Island City	NY	11105

FEIN:	Barred Until	Fiscal Officer Notes:
	01/08/2009	DOL As an individual. See Vardo Construction Corp

Company Name	Address	City	State	Zip Code
Lounsbury Erectors Inc				

FEIN:	Barred Until	Fiscal Officer Notes:
	05/27/2009	See Dennis Lounsbury Builders Inc

Company Name	Address	City	State	Zip Code
LPD Contracting Inc	1205 McBride Avenue	West Patterson	NJ	07424

FEIN:	Barred Until	Fiscal Officer Notes:
22-3775953	08/27/2012	DOL Falsification of payroll records

Company Name	Address	City	State	Zip Code
LTS Construction	24 Miller Street	Rochester	NY	

FEIN:	Barred Until	Fiscal Officer Notes:
16-1463105	06/30/2009	See Thomas L. Smalls

Company Name	Address	City	State	Zip Code
M & S Pipeline Excavation Company Inc	784 Conklin Road	Binghamton	NY	13903

FEIN:	Barred Until	Fiscal Officer Notes:
16-0926714	05/06/2009	DOL Multiple willful violations

Company Name	Address	City	State	Zip Code
M & S Striping Inc	73 Industrial Park Blvd	Elmira	NY	14901

FEIN:	Barred Until	Fiscal Officer Notes:
13-3759875	09/10/2012	DOL Multiple willful violations

Company Name	Address	City	State	Zip Code
M K Painting Inc	4157 Seventh Street	Wyandott	MI	48192

FEIN:	Barred Until	Fiscal Officer Notes:
38-3379688	05/14/2012	DOL Falsified payroll records

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Manbru Construction Corp	1439 Wood Road	Bronx	NY	10462
FEIN:	Barred Until	Fiscal Officer Notes:		
	02/19/2008	DOL Also at 201-203 E 22nd Street, New York 10010. As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records.		
Company Name	Address	City	State	Zip Code
Manns Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG Plea Agreement with A.G.'s Office		
Company Name	Address	City	State	Zip Code
Manuel P. Tobio				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See George Lucey - debarred permanently		
Company Name	Address	City	State	Zip Code
Manuel Tobio				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See George Lucey - debarred permanently		
Company Name	Address	City	State	Zip Code
Marangos Construction Corp	59-45 56th Avenue	Maspeth	NY	11378
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2554543	08/16/2010	DOL And Charles Marangoudakis individually and Tropic Construction Corp. Multiple willful violations.		
Company Name	Address	City	State	Zip Code
Mary Newsom	1537 Union Street	Schenectady	NY	12309
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/24/2009	DOL As an individual. See Pachyderm Enterprises, Inc		
Company Name	Address	City	State	Zip Code
Mas-Ann Mechanical Inc	35 Regency Oaks Blvd	Rochester	NY	14624
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1357694	01/04/2010	DOL Debarment period extended after additional willful violations		
Company Name	Address	City	State	Zip Code
Masciarelli Construction Co	784 Conklin Road	Binghamton	NY	13903
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0902053	05/06/2009	DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
Matthew Lobene	13 Cheviot Lane	Rochester	NY	14624
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/18/2010	As an individual - See Lobene Painting Inc		
Company Name	Address	City	State	Zip Code
MCS Painting Contractors Inc	Lime Kiln Court	Stony Point	NY	10980
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2011	DOL False records - also Michael Salerno as its President		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Merit Fence Co Inc	130 Old Route 6	Carmel	NY	10512
FEIN: 06-1350241	Barred Until 02/02/2012	Fiscal Officer Notes: DOL Multiple willful violations - debarment period extended after other willful violations		

Company Name	Address	City	State	Zip Code
MGC Restoration Services Inc	64-58 218th Street	Bayside	NY	11364
FEIN: 11-3031515	Barred Until 01/01/2010	Fiscal Officer Notes: AG And Michael Capous individually. Plea agreement		

Company Name	Address	City	State	Zip Code
Michael Capous	64-58 218th Street	Bayside	NY	11364
FEIN:	Barred Until 01/01/2010	Fiscal Officer Notes: AG As an individual. See MGC Restoration Services Inc.		

Company Name	Address	City	State	Zip Code
Michael L Krivitz				
FEIN:	Barred Until 05/14/2012	Fiscal Officer Notes: As an individual - see Northeast Technologies		

Company Name	Address	City	State	Zip Code
Michael Salerno	Lime Kiln Court	Stony Point	NY	10980
FEIN:	Barred Until 01/25/2009	Fiscal Officer Notes: DOL Individually as president of MCS Painting Contractors - false records		

Company Name	Address	City	State	Zip Code
Michael Taylor	66 Rybka Road	Stuyvesant Falls	NY	12174
FEIN:	Barred Until 03/02/2012	Fiscal Officer Notes: DOL As an individual - see Supreme Sports Surfaces Inc., R & T Supreme Sports Flooring, LLC, and Northeastern Supreme Floor Co., Inc.		

Company Name	Address	City	State	Zip Code
Mida Painting Ltd	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until 08/07/2008	Fiscal Officer Notes: NYC and Franco Paints, Inc. and Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement		

Company Name	Address	City	State	Zip Code
MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801
FEIN: 58-2620937	Barred Until 04/22/2009	Fiscal Officer Notes: DOL and Linda Williams as an individual. Falsification of payroll records		

Company Name	Address	City	State	Zip Code
Modern Tech Design & Services Inc	9151 Southwestern Blvd	Angola	NY	14006
FEIN: 16-1464435	Barred Until 01/19/2011	Fiscal Officer Notes: DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Mohammed A Rashid	914 Newkirk Avenue	Brooklyn	NY	11230
FEIN:	Barred Until 12/16/2009	Fiscal Officer Notes: As an individual. See Columbus General Construction Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name Mohammed Ali Alvi	Address 22-41 26th Street - Apt 2	City Astoria	State NY	Zip Code 11102
FEIN:	Barred Until 07/18/2010	Fiscal Officer Notes: DOL Individually and Mohammed Ali Alvi T/A Ford Masonry and Ford Construction Inc. Falsification of payroll records		
Company Name Mohammed H Kabir	Address 200 East 77th Street	City Brooklyn	State NY	Zip Code 11218
FEIN:	Barred Until 03/23/2010	Fiscal Officer Notes: AG As an individual. See J B C Contracting Co Inc and J B C Contracting Company - Settlement Agreement with A.G.'s Office		
Company Name Muir Contractors Associates Inc	Address 75 Argyle Ave - Suite 2B	City Uniondale	State NY	Zip Code 11553
FEIN: 11-3586616	Barred Until 08/18/2010	Fiscal Officer Notes: DOL Falsification of payroll records		
Company Name Musa Pacuku	Address	City	State	Zip Code
FEIN:	Barred Until 04/14/2008	Fiscal Officer Notes: As an individual - See Victory Roofing & Contracting Co Inc		
Company Name N F K Enterprises	Address	City	State	Zip Code
FEIN:	Barred Until 06/10/2010	Fiscal Officer Notes: See N F K Excavating and Construction Inc		
Company Name N F K Excavating and Construction Inc	Address 22 Black Hawk Road	City Pine Bush	State NY	Zip Code 12566
FEIN: 14-1803310	Barred Until 06/10/2010	Fiscal Officer Notes: DOL and N F K Landscaping Supply Corp and N F K Enterprises Inc and CJH Inc and Roger A Hoek Jr and Christina J Hoek as individuals. Falsification of payroll records		
Company Name N F K Landscaping Supply Corp	Address	City	State	Zip Code
FEIN: 14-1817371	Barred Until 06/10/2010	Fiscal Officer Notes: See N F K Excavating and Construction Inc		
Company Name Neuss Construction Inc	Address 1191 Route 9W - Suite #C6	City Marlboro	State NY	Zip Code 12542
FEIN: 14-1782213	Barred Until 09/06/2011	Fiscal Officer Notes: DOL And Rudolph Neuss as an individual, as chief executive and one of the five largest shareholders of Neuss Construction Inc- falsification of payroll records		
Company Name Nicholas Kallergis	Address 159 92nd Street	City Brooklyn	State NY	Zip Code 11209
FEIN:	Barred Until 08/07/2008	Fiscal Officer Notes: As an individual. See Franco Paints, Inc.and Mida Painting Ltd		
Company Name Nicholas Margaritis	Address	City	State	Zip Code
FEIN:	Barred Until 08/20/2008	Fiscal Officer Notes: See Keystone Construction Corp.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Nick Nitis	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer Notes:
16-1597771	12/11/2011	DOL As an individual - see A&T Construction

Company Name	Address	City	State	Zip Code
Northeast Technologies	105 Pine Street - Apt 2	East Rochester	NY	14445

FEIN:	Barred Until	Fiscal Officer Notes:
16-1597771	05/14/2012	DOL And Michael L Krivitza as an individual - multiple willful violations

Company Name	Address	City	State	Zip Code
Northeastern Supreme Floor Co Inc	66 Benedict Street	Castleton	NY	12033

FEIN:	Barred Until	Fiscal Officer Notes:
14-1781833	03/02/2012	DOL And Michael Taylor individually, Supreme Sport Surfaces Inc and R & T Supreme Sports Flooring LLC - multiple willful violations and falsification of payroll records

Company Name	Address	City	State	Zip Code
Nu-Look Painting & Wallpapering Inc	151-60 7th Avenue	Whitestone	NY	11357

FEIN:	Barred Until	Fiscal Officer Notes:
11-3389457	08/04/2009	AG and TF Painting Corp. and Tarcisio Ferreira, individually. Plea agreement with the A.G.'s Office.

Company Name	Address	City	State	Zip Code
Olympia Mechanical Piping & Heating Inc	3624 12th Avenue	Brooklyn	NY	11218

FEIN:	Barred Until	Fiscal Officer Notes:
11-3161641	08/18/2010	AG And Steven Tischler and Solomon Werzberger as individuals. Plea Agreement with District Attorney

Company Name	Address	City	State	Zip Code
Olympic Window Installers Inc	174 Lincoln Avenue	Hawthorne	NJ	07506

FEIN:	Barred Until	Fiscal Officer Notes:
22-3034903	07/21/2008	DOL and Carl and Russell Babb as individuals

Company Name	Address	City	State	Zip Code
Omni Contracting Company Inc	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer Notes:
22-3431803	12/11/2011	DOL And Haleem Zihenni as an individual - falsification of payroll records

Company Name	Address	City	State	Zip Code
Ontario Flooring Company	296 Rogers Parkway	Rochester	NY	14617

FEIN:	Barred Until	Fiscal Officer Notes:
16-1554554	02/06/2008	DOL See George J Leva Sr. Debarment period extended after additional violation

Company Name	Address	City	State	Zip Code
Oswego Trucking & Leasing	258 Washington Blvd	Oswego	NY	13126

FEIN:	Barred Until	Fiscal Officer Notes:
16-1371814	07/21/2008	DOL Falsified records

Company Name	Address	City	State	Zip Code
P & H Supply Company Inc	241-A Harrison Avenue	Harrison	NY	10528

FEIN:	Barred Until	Fiscal Officer Notes:
13-3868727	05/25/2009	DOL Multiple willful violations - debarment period extended after additional willful violations

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
P&T Iron Works	59 Plain Avenue	New Rochelle	NY	10801
FEIN: 13-3895133	Barred Until 06/01/2010	Fiscal Officer Notes: and Amodio Russo individually. Falsification of payroll records. Settlement Agreement with A.G.'s office		

Company Name	Address	City	State	Zip Code
Pachyderm Enterprises Inc	1537 Union Street	Schenectady	NY	12309
FEIN: 00-1386527	Barred Until 05/24/2009	Fiscal Officer Notes: DOL And Willie Jones and Mary Newsom as individuals - Multiple willful violations		

Company Name	Address	City	State	Zip Code
Paragon Plate Glass Inc	210 Factory Street	Watertown	NY	13601
FEIN: 16-1113039	Barred Until 11/07/2011	Fiscal Officer Notes: DOL And Thomas E Mooney individually as President of Paragon Plate Glass Inc - falsified payrolls		

Company Name	Address	City	State	Zip Code
Pardee Construction				
FEIN: 16-1557064	Barred Until 03/12/2009	Fiscal Officer Notes: See Dalton Steel Inc.		

Company Name	Address	City	State	Zip Code
Perry Jacobs	736 Sherman Dr-Box 8015	Utica	NY	13505
FEIN:	Barred Until 12/04/2010	Fiscal Officer Notes: As an individual. See Precision Site Work Inc. - debarment period extended		

Company Name	Address	City	State	Zip Code
Peter Gouzos	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG As an individual. See SNA Contracting Corp. Plea agreement with A.G.'s Office. Falsified records.		

Company Name	Address	City	State	Zip Code
Pettit & Pettit Inc	7 Schuyler Street	Belmont	NY	14813
FEIN: 16-1576164	Barred Until 03/21/2010	Fiscal Officer Notes: DOL Multiple villful violations		

Company Name	Address	City	State	Zip Code
Port Ewen Trucking Corp	2013 Flatbush Avenue	Brooklyn	NY	11234
FEIN: 11-3484639	Barred Until 02/19/2008	Fiscal Officer Notes: DOL Also at 99 St. Nicholas Avenue, Brooklyn, NY 11237. As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records		

Company Name	Address	City	State	Zip Code
Precision Site Work Inc	736 Sherman Dr - Box 8015	Utica	NY	13505
FEIN: 16-1609167	Barred Until 12/04/2010	Fiscal Officer Notes: DOL And its president, Perry Jacobs, as an individual. Falsification of payroll records - debarment period extended		

Company Name	Address	City	State	Zip Code
R & H Commercial Flooring Inc	102 Willow Avenue	Watkins Glen	NY	14891
FEIN: 35-2207438	Barred Until 06/20/2012	Fiscal Officer Notes: DOL And Kris Clarkson as an individual		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
R & T Supreme Sports Flooring LLC	66 Rybka Road	Stuyvesant Falls	NY	12174
FEIN: 16-1511596	Barred Until 03/02/2012	Fiscal Officer Notes: DOL And Michael Taylor individually, Supreme Sport Surfaces and Northeastern Supreme Floor Co. Inc - multiple willful violations and falsified payroll records		

Company Name	Address	City	State	Zip Code
R S Construction Company LLC	571 Miles Square Road	Yonkers	NY	10701
FEIN: 00-2051629	Barred Until 04/04/2012	Fiscal Officer Notes: DOL And Robert Stevenson, individually. Falsification of payroll records		

Company Name	Address	City	State	Zip Code
Rainbow Renovations Inc	35-44 Crescent Street	Long Island City	NY	11106
FEIN: 11-3542626	Barred Until 08/03/2011	Fiscal Officer Notes: AG Additional addresses: 22-15 47th Street, Astoria, NY 11105 and 35-34 31st Street, Long Island City, NY 11106. Gerasimo Andrianis debarred as an individual.		

Company Name	Address	City	State	Zip Code
Rebecca Gatto-Wood				
FEIN:	Barred Until 05/18/2009	Fiscal Officer Notes: As an individual. See Diracon Commercial Contractors.		

Company Name	Address	City	State	Zip Code
Robbye Bissesar	89-51 Springfield Blvd	Queens Village	NY	11427
FEIN:	Barred Until	Fiscal Officer Notes: As an individual. See Star International Inc -permanently debarred		

Company Name	Address	City	State	Zip Code
Robert Amendola	1084 Sunrise Highway	Amityville	NY	11701
FEIN:	Barred Until 03/19/2008	Fiscal Officer Notes: As an individual. See Westwood Fence Corp.		

Company Name	Address	City	State	Zip Code
Robert DeMonte	367 Veterans Memorial Hwy	Commack	NY	11725
FEIN:	Barred Until 01/10/2010	Fiscal Officer Notes: As an individual. See L & T Plumbing Corp.		

Company Name	Address	City	State	Zip Code
Robert O'Hanlon	635 Midland Avenue	Garfield	NJ	07026
FEIN:	Barred Until 07/09/2012	Fiscal Officer Notes: As an individual. See Allstate Concrete Cutting, Inc.		

Company Name	Address	City	State	Zip Code
Robert Stevenson	571 Miles Square Road	Yonkers	NY	10701
FEIN:	Barred Until 04/04/2012	Fiscal Officer Notes: As an individual. See R S Construction Company LLC		

Company Name	Address	City	State	Zip Code
Robert W Metzgar	11365 Center Road	Sheridan	NY	14135
FEIN:	Barred Until 04/04/2010	Fiscal Officer Notes: DOL dba King Machine - Also as an individual.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Roger A Hoek Jr				
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/10/2010	See N F K Excavating and Construction Inc		
Company Name	Address	City	State	Zip Code
Rosario Carrubba				
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/10/2012	As an individual - see Aragona Construction Corp		
Company Name	Address	City	State	Zip Code
Rudolph Neuss	8 Far Horizons Drive	Newburgh	NY	12550
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/06/2011	DOL As an individual - see Neuss Construction Inc		
Company Name	Address	City	State	Zip Code
Rusmar Environmental Services Corp	703 Atlantic Avenue	Rochester	NY	14609
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/22/2009	AG And John Bradford as an individual. Falsified payrolls. Plea agreement.		
Company Name	Address	City	State	Zip Code
Russell Babb				
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/21/2008	As an individual - See Olympic Window Installers Inc		
Company Name	Address	City	State	Zip Code
Russell Tupper	8346 Brewerton Road	Cicero	NY	13039
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/06/2012	As an individual. See In-Tech Construction, Inc.		
Company Name	Address	City	State	Zip Code
Savvas A. Savva				
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/14/2008	See Euro Craft Restoration Inc		
Company Name	Address	City	State	Zip Code
Seabury Enterprises LLC	22562 Sea Bass Drive	Boca Raton	FL	33428
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/10/2012	DOL And Jason Asbury as an individual - falsification of payroll records		
Company Name	Address	City	State	Zip Code
Sean Campion	P O Box 82	Valatie	NY	12184
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/14/2008	dba Everlasting Slate - as an individual		
Company Name	Address	City	State	Zip Code
Severn Trent Environmental Services Inc	16337 Park Row	Houston	TX	77084
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/12/2012	NYC		
Company Name	Address	City	State	Zip Code
Shirley J Pardee	197 U S Route 11	Central Square	NY	13036
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/12/2009	As an individual. See Dalton Steel Inc dba Pardee Construction.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Signal Construction LLC	199 Grider Street	Buffalo	NY	14215
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1610415	11/14/2011	DOL	Multiple willful violations	
Company Name	Address	City	State	Zip Code
Signature Sealcoating & Stripping Service	345 Livingston Avenue	Jamestown	NY	14702
FEIN:	Barred Until	Fiscal Officer Notes:		
20-0108469	04/04/2012	DOL	Multiple willful violations	
Company Name	Address	City	State	Zip Code
Sky Communications Inc	P O Box 278	DeWitt	NY	13214
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1599397	02/20/2012	DOL	Additional address: 6305 Court Street Road, East Syracuse, NY 13057, and Jay Meyer, individually - multiple willful violations	
Company Name	Address	City	State	Zip Code
SN Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG	Plea Agreement with A.G.'s Office	
Company Name	Address	City	State	Zip Code
SNA Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3502738	01/25/2012	AG	Plea Agreement with A.G.'s Office - additional FEIN # 11-3617489. Also Peter Gouzos as an individual. Falsified records	
Company Name	Address	City	State	Zip Code
Solomon Werzberger	56 Lyncrest Drive	Monsey	NY	10952
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/18/2010	As an individual. See Olympia Mechanical Piping & Heating Incorporated		
Company Name	Address	City	State	Zip Code
Southwestern General Contracting Inc	1586 Gowans Road	Angola	NY	14006
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1569822	10/08/2009	DOL	Falsification of records	
Company Name	Address	City	State	Zip Code
Spiridon Anthoulis	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG	As an individual - See 4-A General Construction Corp	
Company Name	Address	City	State	Zip Code
Stacey Gouzos				
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	See Anastasia Anthoulis		
Company Name	Address	City	State	Zip Code
Stamatia Kallergis	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/07/2008	As an individual. See Franco Paints, Inc. and Mida Painting Ltd		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name Star International Inc	Address 89-51 Springfield Blvd	City Queens Village	State NY	Zip Code 11427
FEIN: 00-1613496	Barred Until	Fiscal Officer Notes: DOL Also Robbye Bissesar. Falsified payroll - permanently debarred		
Company Name State Environmental Services Inc	Address 1801 Stillwell Avenue	City Brooklyn	State NY	Zip Code 11223
FEIN: 11-3164259	Barred Until 02/25/2008	Fiscal Officer Notes: NYC Plea agreement		
Company Name Steve J Nictas c/o J Barr Constr	Address 119-51 Metropolitan Ave	City Jamaica	State NY	Zip Code 11415
FEIN:	Barred Until 12/14/2009	Fiscal Officer Notes: DOL As an individual - See J Barr Construction Corp.		
Company Name Steve Menzer	Address 62 Neulist Avenue	City Port Washington	State NY	Zip Code 11050
FEIN:	Barred Until 07/17/2009	Fiscal Officer Notes: As an individual. See Bat-Jac Construction		
Company Name Steven Tischler	Address 1465 46th Street	City Brooklyn	State NY	Zip Code 11212
FEIN:	Barred Until 08/18/2010	Fiscal Officer Notes: As an individual. See Olympia Mechanical Piping & Heating Incorporated		
Company Name Super Structure Builders Inc	Address 99 St Nicholas Avenue	City Brooklyn	State NY	Zip Code 11237
FEIN: 11-3487355	Barred Until 02/19/2008	Fiscal Officer Notes: DOL Also at 2013 Flatbush Avenue, Brooklyn, NY 11234. As a substantially owned-affiliated entity and/or successor of Cavalier Construction Corp. Falsification of records		
Company Name Superior Jamestown Corporation	Address 55 Jones-Gifford Avenue	City Jamestown	State NY	Zip Code 14701
FEIN: 16-1381131	Barred Until 03/17/2008	Fiscal Officer Notes: NYC Falsified payroll records		
Company Name Supreme Sport Surfaces Inc	Address 66 Benedict Street	City Castleton	State NY	Zip Code 12033
FEIN: 16-1515966	Barred Until 03/02/2012	Fiscal Officer Notes: DOL And Michael Taylor individually, R & T Supreme Sports Flooring LLC, and Northeastern Supreme Floor Co., Inc. -multiple willful violations and falsified payroll records		
Company Name Tao General Contractors Inc	Address 131 47th Street	City Brooklyn	State NY	Zip Code 11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		
Company Name Tarcisio Ferreira	Address 151-60 7th Avenue	City Whitestone	State NY	Zip Code 11357
FEIN:	Barred Until 08/04/2009	Fiscal Officer Notes: AG and Nu-Look Painting & Wallpapering Inc and TF Painting Corp. Plea agreement with A.G.'s Office.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name TF Painting Corp	Address 151-60 7th Avenue	City Whitestone	State NY	Zip Code 11357
FEIN:	Barred Until 08/04/2009	Fiscal Officer Notes: AG and Nu-Look Painting & Wallpapering Inc. and Tarcisio Ferreira, individually. Plea agreement with A.G.'s Office.		
Company Name Thomas E Mooney	Address 164 Winslow Street	City Watertown	State NY	Zip Code 13601
FEIN:	Barred Until 11/07/2011	Fiscal Officer Notes: As an individual. Additional address: 150 Clinton Street, Apt 6, Watertown, NY 13601. See Paragon Plate Glass Inc		
Company Name Thomas Gormally	Address 250 Kneeland Avenue	City Yonkers	State NY	Zip Code 10705
FEIN:	Barred Until 07/09/2012	Fiscal Officer Notes: As an individual. See Ballagh General Contracting		
Company Name Thomas Hanlon	Address	City	State	Zip Code
FEIN:	Barred Until 09/11/2008	Fiscal Officer Notes: As an individual. See Hamax Construction Corp		
Company Name Thomas L. Smalls	Address 24 Miller Street	City Rochester	State NY	Zip Code 14605
FEIN:	Barred Until 06/30/2009	Fiscal Officer Notes: DOL dba LTS Construction - also as an individual. Falsified payrolls.		
Company Name Thomas Masonry & Concrete Inc	Address 803 West Avenue, Ste 207	City Rochester	State NY	Zip Code 14611
FEIN: 16-1535306	Barred Until 08/18/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name Thomas Masonry Enterprise Inc	Address 955 Buffalo Road	City Rochester	State NY	Zip Code 14624
FEIN: 73-3103284	Barred Until 08/18/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name Tommaso Allocca	Address 15 Pine Aire Drive	City Bay Shore	State NY	Zip Code 11706
FEIN:	Barred Until 08/01/2010	Fiscal Officer Notes: DOL As an individual. T/A A & D Contracting Corp. Falsification of payroll records		
Company Name Topo-Metrics Inc	Address 432 Park Avenue South	City New York	State NY	Zip Code 10016
FEIN: 11-2465550	Barred Until 04/22/2009	Fiscal Officer Notes: DOL Falsification of payroll records		
Company Name Topor Contracting Inc	Address 153 Fillmore Avenue	City Buffalo	State NY	Zip Code 14210
FEIN: 16-1590680	Barred Until 04/27/2009	Fiscal Officer Notes: DOL Falsified payrolls		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Tower Building Maintenance and Mgmt	347 Kingsland Avenue	Brooklyn	NY	11222
FEIN: 11-3042307	Barred Until 11/24/2008	Fiscal Officer Notes: DOL Additional willful violations - debarment period extended		
Company Name	Address	City	State	Zip Code
Tri-State Building Contractors Inc	108 Sparrow Ridge Road	Carmel	NY	10512
FEIN: 14-1765905	Barred Until 05/24/2009	Fiscal Officer Notes: DOL Falsified payroll records		
Company Name	Address	City	State	Zip Code
Tropic Construction Corp	59-45 56th Avenue	Maspeth	NY	11378
FEIN: 11-2659640	Barred Until 08/16/2010	Fiscal Officer Notes: DOL and Marangos Construction and Charles Marangoudakis individually. Multiple willful violations		
Company Name	Address	City	State	Zip Code
Tropic Roofing Corp	59-45 56th Avenue	Maspeth	NY	11378
FEIN: 20-3188430	Barred Until 08/16/2010	Fiscal Officer Notes: DOL Successor to Tropic Construction Corp		
Company Name	Address	City	State	Zip Code
Two By Four Carpentry and Constr Inc	132 W 129th St-Ste 4W	New York	NY	10027
FEIN: 11-3265184	Barred Until 08/12/2009	Fiscal Officer Notes: AG dba of Harrison Jarvis. Plea agreement with A.G.'s Office.		
Company Name	Address	City	State	Zip Code
Uddin USA Corp	663 Degraw Street	Brooklyn	NY	11217
FEIN: 11-3265184	Barred Until 05/17/2012	Fiscal Officer Notes: NYC Falsification of payroll records		
Company Name	Address	City	State	Zip Code
un Hak Kim				
FEIN: 11-3265184	Barred Until 04/14/2010	Fiscal Officer Notes: AG As an individual. See Howard K Enterprise Inc and Howard Kim		
Company Name	Address	City	State	Zip Code
Urban-Suburban Recreation Inc	3 Lucon Drive	Deer Park	NY	11729
FEIN: 11-2228663	Barred Until 06/20/2012	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
Vardo Construction Corporation	1850 Steinway Street	Long Island City	NY	11105
FEIN: 11-2694892	Barred Until 01/08/2009	Fiscal Officer Notes: DOL And Lorenzo DeVardo as an individual. Falsified payrolls		
Company Name	Address	City	State	Zip Code
Vasilios Tsimitras				
FEIN: 11-2694892	Barred Until 11/27/2011	Fiscal Officer Notes: See William Tsimitras		
Company Name	Address	City	State	Zip Code
Victory Roofing & Contracting Co Inc	265 Victory Boulevard	Staten Island	NY	10301
FEIN: 38-0100331	Barred Until 04/14/2008	Fiscal Officer Notes: DOL and Musa Pacuku as in individual. Falsification of records		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Viva Victoria Enterprises Ltd	10317 90th Street	Ozone Park	NY	11417
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3355466	06/12/2011	NYC Falsification of records		

Company Name	Address	City	State	Zip Code
W & B Mechanical Corp	303 Ten Eyck Street	Brooklyn	NY	11206
FEIN:	Barred Until	Fiscal Officer Notes:		
11-1340725	03/05/2010	DOL aka White and Blue Sheet Metal Inc and Eliyhu Benyamin as an individual. Falsification of records.		

Company Name	Address	City	State	Zip Code
W J Grinder Roofing Company	1765 Mt Read Boulevard	Rochester	NY	14606
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0846854	10/18/2009	DOL As a substantially affiliated employer. See A A General Contractors, Inc. Multiple violations		

Company Name	Address	City	State	Zip Code
Westwood Fence Corp	1084 Sunrise Highway	Amityville	NY	11701
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3084236	03/19/2008	And Robert Amendola as an individual. Falsified payrolls. Plea agreement entered into with Suffolk County D.A.'s Office.		

Company Name	Address	City	State	Zip Code
White and Blue Sheet Metal Inc	303 Ten Eyck Street	Brooklyn	NY	11206
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/05/2010	See W & B Mechanical Inc.		

Company Name	Address	City	State	Zip Code
Wiley Development Co Inc	235 Northampton Street	Buffalo	NY	14208
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1363561	08/11/2009	DOL Falsified payroll records		

Company Name	Address	City	State	Zip Code
William Tsimitras	235 91st Street	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
	11/27/2011	DA aka Vasilios, individually - Plea agreement with Albany County DA		

Company Name	Address	City	State	Zip Code
William Valentine				
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/11/2008	As an individual. See Hamax Construction Corp		

Company Name	Address	City	State	Zip Code
Willie Jones	1537 Union Street	Schenectady	NY	12309
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/24/2009	DOL As an individual. See Pachyderm Enterprises Inc		

Company Name	Address	City	State	Zip Code
Winston J Goins Sr	87 Malling Drive	Rochester	NY	14621
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/01/2011	As an individual - see Lightning Fast Labor Force Services Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Wintech Contracting Inc	1950 E Main St - Ste 205A	Mohegan Lake	NY	10547
FEIN: 13-3139312	Barred Until 07/22/2009	Fiscal Officer Notes: DOL Falsified payroll records		

Company Name	Address	City	State	Zip Code
Yang General Contracting Ltd	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Yin Construction Ltd	131 47th Street	Brooklyn	NY	11232
FEIN: 13-0520288	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Zaffuto Construction Company Inc	162 Atlantic Avenue	Lynbrook	NY	11563
FEIN: 11-2139574	Barred Until 09/29/2008	Fiscal Officer Notes: AG And Angelo Zaffuto (President of ZCCI) and Joseph Zaffuto (Key Person to ZCCI), as individuals -Settlement Agreement		

Company Name	Address	City	State	Zip Code
Zarben General Construction Inc	131 47th Street	Brooklyn	NY	11232
FEIN: 13-4201564	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		

SECTION 00852 - PROJECT FORMS AND DOCUMENTS

IMPORTANT NOTICE

The following document, PROJECT FORMS AND DOCUMENTS, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

SECTION 00852
PROJECT FORMS AND DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The forms listed in this section relate to the Division 1 Specification Sections.

1.2 SUMMARY

- A. This Section lists the project forms used for administration of the project.

1.3 FORMS

A. SCHEDULE

1. Three Week Schedule
2. Submittal / Approval / Deliver Schedule

B. CONSTRUCTION

1. Request For Information Form
2. Contractors Daily Report Form
3. Concrete Pour Card Procedure
4. Concrete Pour Card
5. Standard Testing Record Form – Equipment
6. Standard Testing Record Form – Piping
7. Building Systems Training and Orientation
8. Contractor Certification Statement – SWPPP

C. APPLICATION FOR PAYMENT

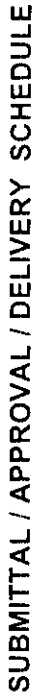
1. Labor Rate Sheet
2. TEMPLATE - Application And Certification For Payment, AIA Document G702/CMA and G703
3. TEMPLATE – Summary of Payment Requests against the Contract Allowance
4. Affidavit And Waiver Of Lien
5. Contractor's Affidavit Of Payment Of Debits and Claims, AIA G706
6. Contractor's Affidavit Of Release Of Liens, AIA G706A
7. Consent Of Surety To Final Payment, AIA G707
8. Bond Acknowledgement
9. Final release, Final Waiver Of Claims And Liens And Release Of Rights
10. Final Release From Subcontractor Or Supplier, Final Waiver Of Claims And Liens And Release Of Rights

END OF SECTION



TYPE OF WORK (TRADE):

DATE:



Action "A" : APPROVED
 Action "B" : APPROVED AS CORRECTED
 Action "C" : REVISE AND RESUBMIT
 Action "D" : REJECTED

TYPE OF WORK:

[illegible]



Request for Information Form

Bovis Lend Lease LMB, Inc.

Project: Warsaw Central School District Capital Project

RFI Number	Submitted To	Submitted By	Copies To
Date			

Subject	Discipline	Co-Author

Cost Impact	Schedule Impact	Drawing Impact

[illegible]

Response	
Date Answered:	Answered By:



Contractors Daily Report

Bovis Lend Lease LMB, Inc.

Project: Warsaw Central School District Capital Project

[illegible]

Manpower and Equipment

Provide a detailed list of manpower and equipment resources. The Trade field refers to type of manpower, i.e. Carpenter, Electrician, etc.

The Classification field refers to qualifications, i.e. Forman, Journeyman, Apprentice, etc.

[illegible]

Manpower Units: Manhours ☐ Mandays ☐ Other _____

Equipment Units: Days ☐ Hours ☐ Other _____

Events or Issues	Timeline
1990	1990
1991	1991
1992	1992
1993	1993
1994	1994
1995	1995
1996	1996
1997	1997
1998	1998
1999	1999
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2099	2099
2100	2100

[illegible]

SECTION 00852
CONCRETE POUR CARD PROCEDURE

TOPIC: Concrete Pour Card Preparation Instructions and Sign off Responsibilities

- A. Concrete Placing Contractor will first fill out pour card at least five (5) working days prior to placement of concrete. The following spaces on the Concrete Pour Card in the "Planning Information" will be filled out:
1. Project name and numbers used by Bovis Lend Lease
 2. Originator – Concrete Contractor
 3. Pour Number – As per pour sequence numbering system
 4. Location – By column lines if applicable
 5. Design Mix – Design mix as approved for application which will be used
 6. Slump – Design slump as specified
 7. Required Finish – as per Contract Documents
 8. Required Curing – Approved type of curing and/or curing compound method
 9. Special Instruction – Indicated cold or hot weather requirements, etc.
 10. Date – this date indicates proposed day of concrete placement
 11. Quantity – Estimated cubic yards that will be placed in this location
 12. Finish Elevation – Finish elevation of concrete per Contract Documents
- B. Concrete Placing Contractor will ensure that the following sign-offs are completed on the Concrete Pour Card in the "Pre-Pour Sign Off" section:
1. Civil / Concrete Contractor will sign and date; certifying forms, soil compaction, reinforcing, etc. has been installed per Contract Documents and that good construction practices were used.
 2. The Mechanical / HVAC Contractor will sign and date certifying that items which he is responsible for are embedded and/or partially embedded in concrete which will be placed in this location is complete, tested, etc. as indicated by Contract Documents.
 3. The Plumbing Contractor will sign and date certifying that items which he is responsible for are embedded and/or partially embedded in concrete which will be placed in this location is complete, tested, etc. as indicated by Contract Documents.
 4. The Electrical Contractor will sign and date certifying that items which he is responsible for are embedded and/or partially embedded in concrete which will be placed in this location is complete, tested, etc. as indicated by Contract Documents.
 5. Surveyor: At Bovis' option, Bovis may bring in an independent survey team to check elevation, location, etc. Surveying firm will sign here indicating that they have spot checked for design compliance. However, responsible Contractor's survey team will sign here certifying that the work has been installed per Contract Documents.
- C. Concrete Testing Agency will retrieve Pour Card prior to placement of concrete and confirm with Bovis and Concrete Contractor that Pour Card is completed and concrete can be placed in this location and only the location which card has been filled out. Once confirmed Quality Control / Testing Agency will sign and date the Concrete Pour Card in the "Pre-Pour Sign Off" section.
- D. Testing Agency will complete the "Testing Agency" section on the Concrete Pour Card section providing the following information:
1. Weather – Testing Firm will note weather, temperature, etc. throughout concrete placement.
 2. Placement Start – Column lines etc. date and time
 3. Placement Completed – Column lines etc. date and time
 4. Cubic Yards placed – Exact cubic yards placed. Also cubic yards rejected by Testing Firm, Bovis, or Contractor.
 5. Number of cylinders or samples taken
 6. Remarks – These lines are to be used by Testing Firm and/or Bovis for recording items such as 7, 14, and 28 day breaks, improper clean up in placement, pump breakdown, cold joints, etc.



CONCRETE POUR CARD

PROJECT NUMBER AND NAME 427149.00 Warsaw Central School District Capital Project		FILE - OFFICE USE	
PLANNING INFORMATION			
ORIGINATOR - CONCRETE CONTRACTOR		DATE OF POUR	
POUR NUMBER		QUANTITY CU YDS	
LOCATION (By Column Lines)		FINISH ELEVATION	
DESIGN MIX		PLACING TEMPERATURE	
SLUMP		AIR CONTENT	
REQUIRED FINISH			
REQUIRED CURING			
SPECIAL INSTRUCTION			
PRE-POUR SIGN OFF			
CIVIL / CONCRETE CONTRACTOR		DATE	
MECHANICAL		DATE	
PLUMBING		DATE	
ELECTRICAL		DATE	
SURVEY - SUPERVISOR		DATE	
QUALITY CONTROL / TESTING AGENCY		DATE	
REMARKS			
BELOW TO BE FILLED OUT BY TESTING AGENCY			
WEATHER			
PLACEMENT STARTED	DATE	TIME	
PLACEMENT COMPLETED	DATE	TIME	
CU YARDS PLACED	NO. OF CYLINDERS OR SAMPLES TAKEN		
REMARKS			

*Form to be completed five (5) working days prior to scheduled pour.



STANDARD TESTING RECORD FORM - Equipment

Project Name Warsaw Central School District Capital Project Project Number 427149.00
Project Location _____
Test Date _____ Temperature _____

Equipment / Service Tested

Name _____
Location / Description _____

Testing Method

Method of Testing _____
Instrument Used _____

Test Results

Time Test Started _____ Results _____
Time Test Completed _____ Results _____
Conclusion _____

Signatures

Witness _____ Representing _____
Witness _____ Representing _____

Remarks

CONTRACTOR

Job Supervisor's Signature _____



STANDARD TESTING RECORD FORM - Piping

Project Name Warsaw Central School District Capital Project Project Number 427149.00
Project Location _____
Test Date _____ Temperature _____

Pipe Line / Service Tested

Name _____
Location / Description _____
Piping & Material _____
Operating Pressure _____
Specification Test Pressure _____

Testing Method

Method of Testing _____
Instrument Used _____
Actual Test Pressure _____

Test Results

Time Test Started _____ Pressure _____
Time Test Completed _____ Pressure _____
Duration of Test _____ Pressure rise _____ Pressure drop _____

Signatures

Witness _____ Representing _____
Witness _____ Representing _____

Remarks

CONTRACTOR

Job Supervisor's Signature _____



**Building Systems
Training and
Orientation**

Type of System:

Project Name: Warsaw Central School District Capital Project

Project Number: 427149.00

Training Date: _____

Instructor: _____

Training should occur as early as possible, but no later than the Certificate of Occupancy date.

ATTENDEE NAME — PRINT OR TYPE NAMES	ATTENDEE SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above signature(s) on this form signify that the person(s) have been trained/instructed/oriented on the items listed below:

ITEMS REVIEWED

Contractor Certification Statement

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the SWPPP for the construction site identified in such SWPPP as a condition of authorization to discharge stormwater. I also understand that the operator must comply with the terms and conditions of the New York State Pollution Discharge Elimination System (SPDES) general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards.

Name _____ Title _____

Signature _____ Date _____

Contractor Name & Address _____

Phone _____

Project Name: Warsaw Central School District Capital Project

Site Address: 153 West Buffalo Street and 81 West Court Street, Warsaw NY 14569



RATE SHEET

Trade Contractor: _____

Experience: Circle One:
 Foreman Journeyman Apprentice

Trade Classification: _____

Effective Date: _____ TO _____

Local Union #: _____

		Straight Time	Premium Time 1.5	Premium Time 2
Base Rate		\$ _____	\$ _____	\$ _____
Union Benefits				
Health & Welfare		\$ _____	N/A	N/A
Pension		\$ _____	N/A	N/A
Training		\$ _____	N/A	N/A
Other - Specify: _____		_____	N/A	N/A
	Subtotal	\$ _____	_____	_____
Insurance & Taxes				
FICA _____ % of Base Rate		\$ _____	\$ _____	\$ _____
State Unemployment _____ % of Base Rate		\$ _____	\$ _____	\$ _____
Federal Unemployment _____ % of Base Rate		\$ _____	\$ _____	\$ _____
Workers Compensation _____ % of Base Rate		\$ _____	N/A	N/A
Liability Insurance _____ % of Base Rate		\$ _____	N/A	N/A
	Subtotal	\$ _____	\$ _____	\$ _____
	Grand Total	\$ _____	\$ _____	\$ _____

Note:

- Overhead & Profit and Bond Costs will be applied to the Net Cost of the combination of labor and material for change order directives. Do not include overhead & profit and bond costs in labor rate calculations.
- Overhead & Profit and Bond Costs for Contract Allowances are included in the base bid.
- Separate Rate Sheets will need to be completed for Foreman, Journeyman, and Apprentice.

Overhead & Profit _____ % of Subtotal

Bond _____ % of Subtotal

AIA® Document G702, -1a™ - 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: PROJECT: APPLICATION NO: 001

Distribution to:
 OWNER: ☐ CONSTRUCTION MANAGER: ☐
 ARCHITECT: ☐ CONTRACTOR: ☐
 FIELD: ☐ OTHER: ☐

FROM
 CONTRACTOR:
 CONTRACT FOR:

PERIOD TO:
 CONTRACT DATE:
 PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 0.00
 2. Net change by Change Orders \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 0.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
 5. RETAINAGE:

a. 0 % of Completed Work
 (Column D + E on G703) \$ 0.00
 b. 0 % of Stored Material
 (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
 6. TOTAL EARNED LESS RETAINAGE \$ 0.00
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 0.00

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 0.00

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

CONSTRUCTION MANAGER:

By: Date:

ARCHITECT:

By: Date:

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

AIA Document G703[®]

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible][illegible]

(213056414G)

Warsaw Central School District Capital Project
SUMMARY OF PAYMENT REQUESTS AGAINST THE CONTRACT ALLOWANCE

Contractor: _____

Attachment to Application for Payment No: _____

Contract for: _____

Date of Application for Payment: _____

Instructions: For each Application for Payment for which payment requests against the Allowance are made, continue making entries on this list and revise "Total" and "Balance" at bottom.

PAYMENT REQUEST BASED ON			SUMMARY DESCRIPTION OF WORK	NET COST (TO NEAREST WHOLE DOLLAR)	(BOVIS USE) APPROVAL	
APPROVED PROPOSAL DATED	OR T&M WORK ORDER				BY	DATE
	NO.	DATED				
ALLOWANCE AMOUNT			TOTAL OF REQUESTS TO DATE*	\$ -	BAL	\$ -

* On the Application for Payment, enter this amount in the column "Total Completed and Stored to Date" for the "Allowance" line item.

NOTES:

Job Name: _____
Bovis Lend Lease Job No. _____

Job No. _____

AFFIDAVIT AND WAIVER OF LIEN

OWNER _____
PROJECT _____
CONTRACTOR _____
REQUISITION # _____ Date of Requisition _____

AFFIDAVIT OF PAYMENTS MADE BY CONTRACTOR

STATE OF _____ Date of Previous Requisition _____

SS.:

COUNTY OF _____

(Name of Officers) _____, being duly sworn

deposes and says:

I am the (Office Held) _____, of
(Contractor) _____. I make this affidavit for the
purpose of inducing _____ to make partial payment to us for work,
labor, and services performed and/or materials furnished, as set forth on our requisition dated _____.

All claims for labor and materials by us or our subcontractors or vendors in connection with our work
on this project to the date of our last preceding requisition have been paid, including any and all applicable
sale or use taxes, and there are no liens or claims existent with respect thereto.

WAIVER OF LIEN

The undersigned contractor for One Dollar (\$1.00) and any other good and valuable consideration
received by it, hereby waives and releases all liens or rights of lien now existing for work, labor, or materials
furnished to _____, 20_____, the date of the above referenced requisition with
respect to the above designated project. The undersigned contractor further covenants and agrees that it shall
not in any way claim or file a mechanic's lien against the premises on which the above designated project is
located, or against any fund applicable thereto for any of the work, labor, or material heretofore furnished by
it in connection with the improvements of said premises.

This release of liens is executed and delivered simultaneously with or after payment of the labor per-
formed and materials furnished to the date of the above referenced requisition.

IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal this _____th day of
_____, 20_____.

(Corporate Name)

_____, day of _____, 20_____

By:

(Authorized Signature and Title)

Notary Public

STATE OF NEW YORK)
COUNTY OF _____)

BOND No. _____

CORPORATION

On this _____ day of _____, 200_, before me personally came
_____ to me known, being sworn by me, did depose and say that he resides at
_____ that he is the
_____ of _____ the corporation
described in and which executed the above instrument; that he knows the said seal of such corporation; that the seal
affixed to said instrument is such corporate seal; and that it was so affixed by order of the directors of said
corporation;
and that he signed his name thereto by like order.
Sworn to and acknowledged on the above date, _____.

(Seal)

(Notary Public)

SURETY

On this _____ day of _____, 200_, before me personally came
_____ to me known, being sworn by me, did depose and say that he resides at
_____ that he is the
Attorney – in - Fact of the _____ and knows the corporate
seal
and that it was affixed thereto by authority of the Power of Attorney of said company; of which a certified copy is
attached; and that he signed said instrument as an Attorney – in – Fact of said Company by like authority. Sworn to
and
acknowledged on the above date, _____.

(Seal)

(Notary Public)

INDIVIDUAL

On this _____ day of _____, 200_, before me personally came
_____ to me known and known to me to be the person described in and who
executed the foregoing instrument and he thereupon acknowledges to me that he executed same.
Sworn to and acknowledged on the above date, _____.

(Seal)

(Notary Public)

BOVIS LEND LEASE LMB, INC. As Agent For Warsaw Central School District

**FINAL RELEASE
FINAL WAIVER OF CLAIMS AND LIENS AND RELEASE OF RIGHTS**

Date	_____	Contract Date	_____
Project	_____	Contract Price	_____
Address	_____	Net Extras and Deductions	_____
City	_____	Adjusted Contract Price	_____
State	_____	Amount Previously Paid	_____
Project #	_____	Balance Due - Final Payment	_____
Owner	_____		

The undersigned hereby acknowledges that the above Balance Due when paid represents payment in full for all labor, materials, etc., furnished by the below named Contractor or Supplier in connection with its work on the above project in accordance with the Contract made by it with the Owner.

Contractor's Name _____

In consideration of the amounts and sums previously received, and the payment of \$ _____ being the full and Final Payment amount due, the below named Contractor or Supplier does hereby waive and release the Owner and Bovis Lend Lease LMB, Inc. from any and all claims and liens and rights of liens upon the premises described above, and upon improvements now or hereafter thereon, and upon the moneys or other considerations due or to become due from Owner or from any other person, firm or corporation, said claims, liens and rights of liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by the below named Contractor or Supplier to the Project. The premises as to which said claims and liens are hereby released are identified as follows: _____

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her own behalf and on behalf of the company or business for which he/she is signing, that it has properly performed all work and furnished all materials of the specified quality per plans & specifications and in a good and workmanlike manner, fully and completely; that it has paid for all the labor, materials, equipment and services; that it has used or supplied; that it has no other outstanding and unpaid applications, invoices, retention's, holdbacks, expenses employed in the prosecution of work, chargeable or unbilled work or materials against Owner and/or Bovis Lend Lease LMB, Inc. as of the date of the aforementioned last and final payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from its fully-paid or open stock or were fully paid for and supplied on the last and final payment application or invoice.

The undersigned further agrees to defend, indemnify and hold harmless Owner and/or Bovis Lend Lease LMB, Inc. for any losses or expenses (including without limitation reasonable attorney's fees) should any such claim, lien or right of lien be asserted by the below named Contractor or Supplier or by any of its or their laborers, materialmen or subcontractors.

In addition, for and in consideration of the amounts and sums received, the below named Contractor or Supplier hereby waives, releases and relinquishes any and all claims, rights or causes of action in equity or law whatsoever arising out of through or under the above mentioned Contract and the performance of work pursuant thereto.

The below named Contractor or Supplier further guarantees that all portions of the work furnished and installed are in accordance with the Contract and that the terms of the Contract with respect to this guarantee will remain in effect for the period specified in said Contract.

_____, Day of _____, 20 _____

Notary Public

Corporation or Business Name

By _____

Type Name and Title

BOVIS LEND LEASE LMB, INC. As Agent For Warsaw Central School District

FINAL RELEASE FROM SUBCONTRACTOR OR SUPPLIER
FINAL WAIVER OF CLAIMS AND LIENS AND RELEASE OF RIGHTS

Date _____	Contractor _____
Project _____	Contract Date _____
Address _____	Contract Price _____
City _____	Net Extras and Deductions _____
County _____	Adjusted Contract Price _____
State _____	Amount Previously Paid _____
Owner _____	Balance Due-Final Payment _____

Construction Manager Bovis Lend Lease LMB, Inc.

The undersigned hereby acknowledges that the above Balance Due when paid represents payment in full for all labor, materials, etc., furnished by the below named Subcontractor or Supplier in connection with its work on the above Project in accordance with the Contract made by it with the above named Contractor.

In consideration of the amounts and sums previously received, and the payment of \$ _____ being the full and Final Payment amount due, the below named Subcontractor or Supplier does hereby waive and release Contractor, Owner and Construction Manager from any and all claims, liens and rights of liens upon the premises described above, and upon improvements now or hereafter thereon, and upon the monies or other considerations due or to become due from Contractor or from any other person, firm or corporation, said claims, liens and rights of liens being on account of labor, service, materials, fixtures or apparatus heretofore furnished by the below named Subcontractor or Supplier to the Project. The premises as to which said claims and liens are hereby released are identified as follows:

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her own behalf and on behalf of the company or business for which he/she is signing; that it has properly performed all work and furnished all materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that it has paid for all the labor, materials, equipment and services that it has used or supplied, that it has no other outstanding and unpaid applications, invoices, retentions, holdbacks, expenses employed in the prosecution of work, chargebacks or unbilled work or materials against Contractor as of the date of the aforementioned last and final payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from its fully-paid or open stock or were fully paid for and supplied on the last and final payment application or invoice.

The undersigned further agrees to defend, indemnify and hold harmless Contractor, Owner and/or Construction Managers for any losses or expenses (including without limitation reasonable attorneys' fees) should any such claim, lien or right of lien be asserted by the below named Subcontractor or Supplier or by any of its or their laborers, materialmen or subcontractors.

In addition, for and in consideration of the amounts and sums received, the below named Subcontractor or Supplier hereby waives, releases and relinquishes any and all claims, rights or causes of action in equity or law whatsoever arising out of through or under the above mentioned Contract and the performance of work pursuant thereto.

The below named Subcontractor or Supplier further guarantees that all portions of the work furnished and installed are in accordance with the Contract and that the terms of the Contract with respect to this guarantee will remain in effect for the period specified in said Contract.

Sworn to before me this

_____ Day of _____ 20__

Notary Public

Corporation or Business Name

By _____
Subcontractor or Supplier

SECTION 01050 - FIELD ENGINEERING**PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Administrative and procedural requirements for field-engineering services by licensed surveyor or engineer including, but not limited to, the following:
 - a. Land survey work.
 - b. Civil-engineering services.

B. Division of Responsibility

1. Site Work Contractor: Establish exterior lines and required elevations of all buildings and structures, including layout of all column lines, to be erected on Site and establish and maintain sufficient base, property, and easement lines and grades for construction of related Site Work (if provided by General Work Contractor), including (but not limited to) roads, utilities, and site grading.
2. Each Prime Contractor: Provide field-engineering services, in addition to those provided by Site Work Contractor, to install site utilities included in applicable Prime Contract.

C. Related Sections

1. SECTION 01300 - Submittals.
2. SECTION 01310 - Project Coordination
3. SECTION 01312 - Project Meetings
4. SECTION 01320 - Construction Schedules
5. SECTION 01780 - Contract Closeout.

1.02 SUBMITTALS**A. Comply with requirements of SECTION 01300 - Submittals and as modified below.****B. Certificates:**

1. Submit certificate signed by land surveyor or professional engineer certifying the location and elevation of improvements on applicable Project Record Documents specified in SECTION 01780.
2. Submit certificate signed by land surveyor or professional engineer certifying the location and elevation of improvements during the construction process as specified in SECTION 02300 and SECTION 02792.
3. Submit certification that personnel performing field engineering services conform to the requirements specified in Quality Assurance - Qualifications below.

C. Contract Closeout Submittals: Comply with requirements of SECTION 01781, including submission of record of work performed and record survey data.

1.03 QUALITY ASSURANCE

A. Qualifications

1. Surveyor: Land surveyor registered in state where Project is located and acceptable to Owner, to perform required land-surveying services.
2. Engineer: Engineer of discipline required, licensed in state where Project is located and acceptable to Owner, to perform required engineering services.

PART 2 - PRODUCTS

2.01 MATERIALS

- #### A.
- Permanent Markers and Control Points: Materials and construction designed to prevent damage or movement resulting from minor contact, freeze-thaw cycles, or similar events.

PART 3 - EXECUTION

3.01 EXAMINATION

- #### A.
- Identification: Survey provided by Owner as part of Bidding and Contract Documents shall identify existing control points and property line corner stakes.
- #### B.
- Verification: Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
1. Do not change or relocate benchmarks or control points without prior written approval by Owner. Promptly report to Architect lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.
- #### B.
- Benchmarks: Establish and maintain minimum 2 permanent monument construction benchmarks on Site, referenced to data established by survey control points.
- #### C.
- Existing Utilities and Equipment: Existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify existence and location of underground utilities and other construction.
1. Prior to construction, verify location and elevation at points of connection of sanitary sewer, storm sewer, water-service piping, gas piping, and similar utilities and components.

3.02 PERFORMANCE

- #### A.
- Work from lines and levels established by property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
1. Advise other Prime Contractors and other entities engaged in construction activities of marked lines and levels available for their use.
 2. As construction proceeds, check every major element for line, level, and plumb.
 3. Do not permanently mark or damage protected site improvements or off-site areas without written consent of Owner.

- B. Surveyor's Log: Maintain surveyor's log of control and other survey work. Make log available for reference.
 - 1. Record deviations from required lines and levels, and advise Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 - 2. On completion of major site improvements, and other work requiring field-engineering services, prepare a certified survey showing record dimensions, locations, angles, and elevations of construction and site work on Project Record Drawings. Where required for clarity due to deviations or other reasons, prepare certified survey showing required information.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services, or other appurtenances, not originally shown on Contract Drawings, located in or affected by construction. Coordinate with local authorities having jurisdiction. Submit additional costs in accordance with Change Order procedures defined in "General Conditions".

--- END OF SECTION ---

SECTION 01060 - REFERENCES AND REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Reference standards.
 - 2. Regulatory requirements.
 - 3. Definitions

1.02 REGULATORY REQUIREMENTS

- A. Applicable To All Prime Contracts
 - 1. New York State Labor Law (LL)
 - a. LL S220, Subd.2,: Provisions for 8 hour day, 40 hour week.
 - b. LLS220, Subd.3 and S220-d: Provisions regarding minimum wage and rates and supplements.
 - c. LL S220-3: Provisions regarding anti-discrimination.
 - d. LL S222-a: Provisions regarding elimination of dust hazard.
 - 2. New York State General Municipal Law (GML):
 - a. GML S103: Provisions regarding equivalencies.
 - b. GML S103.1: Provisions regarding background investigation to determine "responsible bidder".
 - c. GML S013-d: Provisions regarding non-collusive bidding certificate.
 - d. GML S106-b: Provisions regarding payment of contractors and subcontractors.
 - e. GML S108: Provision regarding workman's compensation insurance.
 - f. GML S109: Provisions regarding non-assignment of public contracts.
 - 3. Obtain all approvals, tests, and inspections by local inspector, or similar agent or agency, as required by Contract Documents and any applicable national, state, or local codes and ordinances.
 - a. Refer to General Conditions and SECTION 01400.
- B. Electrical Work: Schedule inspection by National Board of Fire Underwriters (NBFU), and submit certificate of inspection to Architect.

1.03 REFERENCE STANDARDS

- A. Comply with latest edition of applicable standards, including manufacturer's installation instructions and recommendations.
- B. Electric Work: Comply with applicable portion of National Electric Code, and provide Underwriter's Laboratories label on all materials incorporated into Electric Work.

1.04 DEFINITIONS

- A. Refer to Instructions to Bidders, General Conditions, and Supplementary Conditions for definition of additional terms not included in this Article.

- B. "Indicated": Refer to graphic representations, notes, or schedules on Drawings or other paragraphs or Schedules in Technical Specifications, and similar requirements in Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" are used to help reader locate reference. Location is not limited.
- C. "As Directed", "As Requested", "As Selected", "As Accepted", "As Required", and "Permitted": Means as directed by Architect, as requested by Architect, and similar phrases.
- D. "Accepted": When used in conjunction with Architect's action on Contractor's submittals, applications and requests is limited to Architect's duties and responsibilities as stated in General Conditions and Supplementary Conditions.
- E. "Regulations": Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within construction industry that control performance of Work.
- F. "Furnish": Means supply and deliver to Project Site, unloaded and packed unassembled.
- G. "Install": Describes operations at Project Site including actual unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations required for a complete installation. Where the term "furnish" is not included with "install", "install" includes unloading, unpacking, and assembly required for a complete installation.
- H. "Provide": Means to furnish and install, complete and ready for intended use.
- I. "Installer": Contractor or other entity engaged by Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application and similar operations they are engaged to perform.
- J. "Concealed": Work installed in pipe shafts, chases or recessed, behind furred walls, above permanent or removable ceilings, or similar construction.
- K. "Exposed": Work not identified as "concealed".
- L. "As Required": Modify, extend, adjust, complete as necessary to conform to adjacent work utilizing all material and labor essential for a complete installation.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION

SECTION 01100 – GENERAL SUMMARY OF WORK

IMPORTANT NOTICE

The following document, GENERAL SUMMARY OF WORK, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

SECTION 01100
GENERAL SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of this Project is separated by the Construction Manager into four (4) Prime Contracts. The Construction Manager has determined which portions of the Work of this Project belong to each Prime Contract.
- B. The Prime Contracts for this project are listed as follows:
 - 1. 01100 A SITE WORK
 - 2. 01100 B GENERAL CONSTRUCTION
 - 3. 01100 C ELECTRICAL
 - 4. 01100 D TECHNOLOGY

- C. The work described within this Bid Package takes place at the following locations:

Warsaw Elementary School
153 West Buffalo St.
Warsaw, NY 14569

Warsaw Middle/High School
81 West Court Street
Warsaw, NY 14569

Barn Annex
153 West Buffalo St
Warsaw, NY 14569

1.3 WORK UNDER SEPARATE CONTRACTS

- A. One set of documents is issued covering all multiple Prime Contracts. Each Prime Contractor is to review all drawings and specifications for complete understanding and knowledge of the work.
- B. Prime Contracts, in the context used in this Section, are separate contracts that represent significant elements of work that are performed concurrently with and in close coordination with work performed on the project under other prime contracts with the Owner.
- C. Where Prime Contractor is referenced, this shall include all the work of the Prime Contract.
- D. Where Project Site, Site, or Project is referenced this shall mean both schools (Elem. School and Middle/High School) as well as the Barn Annex.
- E. Where Specification Section 01010 is listed on the Drawings or in the Specifications this shall mean Specification Section 01100 General Summary of Work.

1.4 INTENT OF DOCUMENTS

- A. Plans and Specifications supplement each other and require the contractor to provide in their bid:
 - 1 All labor, material, tools, equipment, supervision, layout, delivery, shop drawings, submittals, appurtenances, transportation, related items, safety monitoring, etc., necessary to complete the work described in the trade contract summary of work for each Contract.
 - 2 All systems complete and left in good and/or specified operating condition.
 - 3 Any apparatus, appliance, material or work not shown on Drawings but mentioned in Specifications, or visa versa.

SECTION 01100
GENERAL SUMMARY OF WORK

4. Any accessories, reasonably inferable from Drawings and Specifications and as may be required by the manufacturer of such materials or equipment necessary to make the work complete.
 5. Any item, labeled in one location but not another, is typical, reasonably inferable from Drawings and specifications and as may be required.
- B. All sections of these Specifications as outlined in the trade contract summary of work shall apply in full to the contractor and their respective subcontractors.
- C. Notes or instructions shown on any one Drawing apply where applicable, to all other Drawings.
- D. Install all work in compliance with Plans and Specifications in excess of requirements of codes and regulations and not contrary to it.
- E. The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The contractor shall provide full cooperation in coordinating the installation of its work with the work of others and to make its work complete and operational and in compliance with good practice. The contractor further acknowledges that inadvertent minor discrepancies or omissions or the failure to show details or to repeat on any part of the contract documents the figures or notes given on another shall not be the cause for additional charges or claims. In the event of such conflict between and among the parts of the Contract Documents, the more expensive way of doing the work, the better the quality or the greater the quantity of material shall govern unless the Construction Manager otherwise directs.
- F. The Drawings are schematic in nature and are not intended to show every offset and detail. The Contractor shall make adequate provisions in their bid to accommodate the actual conditions without additional cost to the Owner.

1.5 GENERAL REQUIREMENTS

- A. All Prime Contractors are responsible for all work under their contract no matter what drawing on which that work appears, including drawings of other trade disciplines. For example, the HVAC Contractor will be responsible for HVAC work shown on Architectural, Plumbing, and Electrical Drawings etc.
- B. All Trade Contractors are responsible to provide complete all Permits and Inspections, including any associated fees that may be required by any local and state code agency relative to the work of their contract.
- C. All work must conform to any applicable codes including but not limited to OSHA, Federal, State, Local, and Governmental Agencies having jurisdiction and / or Owner requirements.
- D. Contractor shall comply with all applicable federal, state, county and municipal laws concerning pollution of surrounding public waters. All work shall be performed in such a manner that objectionable conditions will not be created in public waters through or adjacent to the project areas.
- E. Local custom and trade union jurisdictional settlements do not control the scope of work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays. Prime Contractors affected by such disputes shall be responsible for any related schedule and / or cost impact.
- F. Union business shall not be conducted on site. Any Union Representative that visits the site must declare what Contractor's personnel they represent, and must be escorted by that Contractor's Union Steward at all times. No visitors, sales representative or non-working personnel shall be permitted onsite without prior consent of the Construction Manager. No photographs shall be taken without the Construction Manager's prior approval.
- G. Indoor Air Quality as a result of construction activity must be controlled. The transmission, movement or infiltration of construction dust, odors, vapors and/or other particulates is prohibited. Each Contractor is responsible for this and must take appropriate measures to control all dust, odors, vapors and/or other particulates through the use of fans, negative air machines and/or off hours work. Any degradation of IAQ in spaces will necessitate the shutdown of such operations until the IAQ in the spaces can be rectified. Failure to control the IAQ due to construction activities shall require the completion of the work during off hours.

SECTION 01100
GENERAL SUMMARY OF WORK

- H. Decisions required from the Construction Manager, Architect and/or Engineer shall be anticipated by the Contractor to provide ample time for inspection, investigation or detailed drawings. A "Request for Information" form will be provided by the Construction Manager to the contractor. This form is to be filled out completely by the Contractor and returned to the Construction Manager for further processing. Verbal request for information will not be acted upon. Any verbal responses are not binding.
- I. All costs associated to repair any damage to existing or new structure, finishes, ceilings, walls, flooring, equipment, fixtures, grades, plantings etc. shall be borne by the responsible Contractor.
- J. Provide complete all surface preparation, prime and seal substrates in accordance with the Manufacturer's recommendations for the type of substrate involved. Apply sizing to all gypsum drywall prior to installation of wall covering. Each Contractor shall verify compatibility of substrates as supplied by others. Starting of work shall constitute acceptance of substrates. Do not proceed with surface preparation or painting application until conditions are suitable.
- K. Each Contractor shall be responsible to provide and maintain safe access in order to perform own work, i.e., OSHA designated ladders, scaffolding, stairs, ramps, lifts, removal of snow and ice, etc.
- L. The Construction Manager is responsible for assigning the work to the various Prime Contracts. The "Scopes of Work" prepared by the Construction Manager take precedence over the Architect's drawings and specifications.
- M. Each Contractor is responsible for providing materials and manpower to the jobsite in a manner consistent with the Milestone Construction Schedule.
- N. Equipment furnished by all Contractors shall be factory painted and field protected until acceptance by the Owner. If proper protection has not been provided or maintained, the material will be refinished, repaired, or replaced at the discretion of the Construction Manager at no cost to the Owner.
- O. Contractor's personnel will not be permitted to use Owner's Food Service Facilities or Restrooms.
- P. Equipment shall be delivered "knocked down" where required due to space limitations. It is each Prime Contractor's responsibility to plan and coordinate the installation of their work.

1.6 WORK SEQUENCE

- A. The Work will be conducted to provide the least possible interference to the activities of the Owner's operation.
- B. Work is to be performed weekdays (Monday through Friday) from 7:00 AM to 3:30 PM unless otherwise noted. Work in NYS Department of Transportation areas must be completed between the hours of 8:00 am and 4:30 pm. Work cannot be performed in occupied spaces. Work shall be scheduled off-hours, vacations and weekends for occupied spaces. A Construction Manager Representative and Prime Contractor Supervision shall be on site at all times that work is being performed. If a Contractor fails to maintain the progress as indicated by the milestone schedule by no other fault but its own, and requires overtime to complete the work; the Contractor shall make arrangements with the Construction Manager 24 hours in advance and pay for a Construction Manager's superintendent and an Owner's representative on an overtime rate. In the event that the cause for delay is multi-contract, then the costs shall be distributed proportionately across affected Contracts.
- C. The intention of the work is to follow a logical sequence; however, the Contractor may be required by 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.
- D. Coordination of any utility and/or power interruption must be done with the Construction Manager and shall be scheduled 72 hours in advance. Shutdowns must occur during off hours and non-occupied days only. Each Contractor shall provide complete all terminations, removals and tie-ins as required by their Contract. Include all necessary premium time or shift work as required. Shift work must be approved in advance by the Construction Manager.
- E. Any and all shut downs are to be coordinated with the Construction Manager and Owner and shall be scheduled 72 hours in advance of any proposed shut down. Obtain permits and pay all fees associated with required shut downs, disconnections, or relocations. All existing life safety type systems are to remain operational during installation of

SECTION 01100
GENERAL SUMMARY OF WORK

new system. All temporary work required to keep existing systems operational is the responsibility of the Contractor installing the work.

1.7 MANPOWER / SUPERVISION

- A. Contractor understands that time is of the essence and will adequately man the job to successfully complete the Contract Work in accordance with the Construction Manager's Milestone Schedule. The option to work extended hours and weekends at the Contractor's expense under prior agreement with the Construction Manager may be made available to meet this schedule at no additional cost to the Owner.
- B. 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. Contractors warrant that the work shall be physically complete, including punch list, startup and commissioning, within the early start and late finish schedule milestones.
- C. Each Prime Contractor shall provide multiple crews to maintain the project schedule. Each crew is to be furnished with its own supervision, cranes, scaffold and other means necessary to maintain the Project Schedule.
- D. The Site Work, General Construction, Electrical and Technology Contractor shall provide full time, non-working, onsite supervision from project commencement until such time as determined by the Construction Manager. This is to include supervision for all Subcontractors.
- E. Each Prime contractors' on site superintendent shall be on a Full Time basis in a managerial capacity to continuously expedite, direct, supervise and coordinate the work and shall not engage in performing actual work. A working Foreman shall not be designated by the contractor as a superintendent.
 - 1. All other Contractors are required to provide a working Supervisor for the duration of the project. This working Supervisor will be required to perform all duties of an on site Supervisor per the Contract including but not limited to: responsible for safety, attend meetings, coordinate and expedite the work and work of subcontractors.
- F. Each Contractor shall employ the appropriate trades people for their work as required. These people shall be experienced in their trades. A shortage of labor in the industry shall not be accepted as an excuse for not properly staffing each project.

1.8 SITE LOGISTICS / ACCESS

- A. Construction access to the site shall be limited to those designated for personnel, equipment, deliveries and the owners' performance of day to day operations. The Construction Manager shall coordinate Contractors' staging, parking and storage.
- B. Each Contractor shall limit their operations, including storage of materials and prefabrication to areas designated by the Construction Manager. Contractor shall move at their own expense any stored products under their contractor's control, to include but not limited to excavated material, which interfere with operations of the Owner or other Contractors, and are determined by the CM to be unsafe or prohibiting the progress of the work.
- C. The Construction Manager will determine when a construction operation can be carried out in Owner occupied areas. The Construction Manager's decision of when the work can take place shall not constitute that the Contractor is entitled to additional compensation.
- D. All Contractors shall try to minimize their presence in areas that are occupied by the Owner. Construction work in these areas will generally be performed when the public is not present.

**SECTION 01100
GENERAL SUMMARY OF WORK**

- E. There will be no contact between the Contractor or their personnel and the Owner. The Contractor is not to take direction from anyone but the Construction Manager.
- F. No visitors, sales representative or non-working personnel shall be permitted onsite without prior consent of the Construction Manager. Visitors are to sign in at the Construction Manager's field office prior to entering the site.
- G. All Contractors must plan, provide and maintain their own access, ramping, and egress as required into and out of the site, staging of trailers, materials machinery, and equipment in agreement with the Construction Manager's Superintendent. Each Contractor shall provide complete all planking and protection for walks, pavements, grass areas and curbs, etc. which are to be crossed by equipment. Trucking and delivery operation should be coordinated with Construction Manager's Superintendent and all other trades.
- H. During excavation and backfill operations that interfere with other Prime Contractors means of access and egress to the site, the Prime Contractor performing the work must provide an alternate means of access and egress. Any damage to finished grades or finished surfaces shall be repaired or replaced by the Contractor responsible for the damage.

1.9 COORDINATION

- A. Each Prime Contractor shall coordinate scheduling of all manpower, materials, equipment deliveries and installation of the work of their contract with the work of other Prime Contracts, owner-supplied materials, and normal building operations.
- B. Each Prime Contractor shall provide and coordinate exact locations of embedded items and sleeves that are to be installed in work provided by others to included but not limited to roofs, concrete, masonry, and Gypsum wall board. Each Prime Contractor shall monitor such items throughout concrete/masonry/Gypsum wall board activities to ensure proper placement. Each Prime Contractor shall be responsible for any rework or additional work required due to their failure to provide this information prior to the scheduled start of the work.
- C. Each Prime Contractor shall provide all rough opening dimensions, sleeves, etc. required to install their work in new masonry, concrete, roofs, GWB, etc. that is being installed by other Prime Contractors. Each Prime Contractor shall coordinate these locations and sequence for their installation in the work. Each Prime Contractor shall be responsible for any costs or additional work required due to their failure to provide this information prior to the scheduled start of the work. Any opening/s, sleeves, etc. required in existing construction for the work shall be provided by the contract that requires it. This work must be performed in a manner consistent with common industry standards. The contractor that required the penetration shall also provide any required firesafing and or smoke seals.
- D. The Electrical Prime Contractor and General Contractor shall coordinate all electrical device rough-in locations and raceway paths with the approved casework shop drawings.
- E. Each Contractor shall take special care in verifying that his equipment matches the characteristic of the power being supplied. All Contractors shall coordinate with the Electrical Contractor and provide them with a copy of the approved submittal for all equipment that requires electrical power.

1.10 TEMPORARY FACILITIES

- A. Refer to Specification Section 01500 for detailed information related to Temporary Facilities.

1.11 SURVEY & LAYOUT

- A. The Site Work Contractor shall work from the Benchmarks identified on the Contract Documents and verified by a licenced surveyor employed by the Site Work Contractor.

SECTION 01100
GENERAL SUMMARY OF WORK

- B. Each Contractor is responsible for layout and elevations for all their work, and is required to transfer all lines and grades to correctly perform all their work.
1. Each contractor shall establish exact position of their work from reference points as shown on the Contract Drawings and shall additionally be responsible to coordinate and check with other contractors' work that is connected with their work before proceeding.
 2. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing work layout by the contractor, shall be referred to the Construction Manager for interpretation of furnishing when such is observed or required.
 3. Each Contractor shall be responsible for the accuracy of the work and shall construct all improvements in the proper locations as shown on the Contract Drawings, or as modified by Change Order, Field Work Directive.
 4. Each Contractor shall keep record of all layout and calculations, and shall make copies of such records available to the Construction Manager and Architect at any time.

1.12 CUTTING AND PATCHING

- A. Refer to Specification Section 01731 for detailed information related to Cutting and Patching.

1.13 CLEAN UP REQUIREMENTS

- A. Refer to Specification Section 01740 for detailed information related to Clean up Requirements.
- B. All Contractors are responsible for daily clean up of all debris caused by their work. A weekly joint clean up and disposal is required by each Contractor for the periods which that Contractor is performing work on site, on a day selected by the Construction Manager. Each trade (Contractor and Subcontractor) will assign at least one person to the weekly clean up; the name of this person is to be submitted to the Construction Manager. Contractors will provide sufficient cleanup personnel and sweeping compound as directed by the Construction Manager. Any Contractor not providing personnel and sweeping compound will be charged for labor and/or materials provided by the Owner.

1.14 TESTING & LABORATORY SERVICES

- A. Refer to Specification Sections 01400, 13283 for detailed information related to Testing Laboratory Services.

1.15 PRIME CONTRACTOR RESPONSIBILITIES

- A. Each prime contractor shall be responsible for de-watering all excavations pertaining to their scope of work for the duration that the excavations must remain open and to maintain the project schedule.
- B. Unless specifically indicated in the Contract Documents that a ceiling system is being removed, re-installed or replaced by others, each Prime Contractor shall be responsible for the removal and re-installation of all existing ceilings systems where they have work to be installed above the ceiling. Any damage to these existing ceiling systems due to the removal and re-installation process shall be that Contractor's responsibility to repair or replace the ceiling as directed by the Construction Manager at no additional cost to the Owner.
- C. Each Prime Contractor is to survey existing work and submit to the Construction Manager a list of damaged areas (i.e. ceiling tiles, concrete side walks... etc.) prior to commencing work. Any damaged areas not identified prior to the work shall be the responsibility of the contractor(s) working in that area.
- D. Each Prime Contractor is to provide sufficient protection of their work throughout the construction period by use of Kraft paper, plastic, plywood or other acceptable means.
- E. Each Prime Contractor is responsible for locating (via Instrument) all existing below-grade utilities; including but not limited to telephone, cable, data, water, sewer, gas, storm drains, etc. prior to any excavation work.

**SECTION 01100
GENERAL SUMMARY OF WORK**

- F. Each Prime Contractor is responsible for their own excavation, backfill and compaction etc. as required for installation of their work.
- G. The Sitework Contractor shall be responsible for proof rolling the parking lots and Athletic Field so that the Testing Agency can be scheduled to inspect and approve sub-grade. The Site Work Contractor shall be responsible for tamping/compaction at all utility trenches/excavations as it applies to the work of his contract so that the Testing Agency can be scheduled to inspect and approve backfill/compaction operations. The Electrical Contractor shall be responsible for tamping/compaction at all electrical trenches /excavations as it applies to the work of his contract so that the Testing Agency can be scheduled to inspect and approve backfill/compaction operations.
- H. Each Prime Contractor shall be responsible for all interior and exterior mechanical / housekeeping pads required for their equipment.
- I. Rcof penetration work is defined as follows:
 - 1. At the new Elementary School east roof, the General Construction Contractor shall provide all required roof penetrations, support framing, blocking, pitch pockets, flashings, curbs, roof drains, sealants etc. to make this new roof a complete system.
 - 2. At all existing roofs (other than the new Elementary School east roof), each prime contract shall provide all roof penetrations, support framing, curbs, sealants, blocking, flashings, pitch pockets etc. for the work of their contract.
 - 3. Each Prime contractor providing roof penetrations for their work shall at all times maintain the roof/s in a water tight condition.
 - 3. Each Prime Contractor shall provide and maintain (weather tight,) all OSHA required safety coverings for roof penetrations and leading edge protection for the work of their contract.
- J. All penetrations through rated construction shall be sealed fire safe by a UL listed approved method by the Prime Contractor requiring the penetration. All piping, ductwork and conduit penetrations in new construction and/or existing partitions shall be sleeved. These sleeves shall be provided by the Trade responsible for the penetration.

SECTION 01100 A
SUMMARY OF WORK – SITE WORK PRIME CONTRACT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract including the General and Supplementary General Conditions and Division 1 Specification Sections apply to the work of this Section.

Provide complete all work and requirements as defined under **Division 01 - GENERAL REQUIREMENTS**. Division 01 – General Requirements Specification Sections apply to all Contracts, unless specifically indicated otherwise.

1.2 INTENT

The intent of the drawings and these specifications is to provide all systems complete and operative at Warsaw Central School District. Provide all labor, material, tools, supervision, engineering, equipment, scaffolding, layout, deliveries, trucking, hoisting, rigging, excavation and backfill, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction. The Contractor represents they have expertise in the performance of work for this trade and shall assure all systems to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.3 DRAWING LISTING

Refer to the Drawing Index, Specification Index and Scope of Work below as it relates to this Contract. Provide all work shown on the "Survey Drawings", "L" Drawings, "CCL" and "SA" Drawings unless noted otherwise for Site Work. This Contractor shall review all other Contract drawings for coordination of its work with the work of other prime Contracts.

1.4 SCOPE OF WORK

The listing of Drawings and Specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all Drawings and Specifications for bidding and coordinating with other contractors during construction. Drawings and specifications are complementary and must be so interpreted to determine the full scope of work under this section. Wherever any material, article, operation or method is either specified or shown on the drawings, this Contractor is required to provide each item and perform each prescribed operation according to the designated quality, qualification or condition, furnishing all necessary labor equipment and incidentals.

A. Division 01 – General Requirements:

1. Inclusive of all Division 01 Specification Sections.
2. 01100 – General Summary of Work.
3. 01100 A – Summary of Work – Site Work Prime Contract

B. Division 02 – Site Work

1. Provide complete the work of Specification Section: 02150 – Erosion Sediment Pollution Control including, but not limited to:
 - a. All work outlined in the SWPPP for the construction site
 - b. Daily paperwork for SWPPP Plan and SPEDES Paperwork
 - c. All work related to sediment traps
 - d. Daily monitoring of site
 - e. Contractor to maintain drainage and dewatering at all times during earthwork operations
2. Provide complete the work of Specification Section: 02200 – Site Preparation
3. Provide complete the work of Specification Section: 02300 – Earthwork including, but not limited to:
 - a. Patching of all existing streets, curbs, parking lots, lawns, and sidewalks to existing condition as required
 - b. At edges of new pavement contractor to topsoil and seed to match existing grade and to prevent ponding.
 - c. Contractor to maintain drainage and dewatering at all times during earthwork operations

SECTION 01100 A
SUMMARY OF WORK – SITE WORK PRIME CONTRACT

4. Provide complete the work of Specification Section: 02320 – Trenching
 - a. Patching of all existing streets, curbs, parking lots, lawns, and sidewalks to existing condition as required
5. Provide complete the work of Specification Section: 02630 – Storm Drainage including, but not limited to:
 - a. Patching of all existing streets, curbs, parking lots, lawns, and sidewalks to existing condition as required
6. Provide complete the work of Specification Section 02631 – Stormwater Quality Unit FNLAJS
 - a. Provide all patching to match existing after units are installed
7. Provide complete the work of Specification Section: 02745 – Asphalt Pavement including, but not limited to:
 - a. Site Work Contractor to replace damaged pavement caused by their work.
 - b. Site Work Contractor responsible to raise all existing structures within pavement including but not limited to manholes, catch basins, utility boxes, valve boxes, etc. to be flush with new pavement surfaces.
8. Provide complete the work of Specification Section: 02751 – Guide Rail
9. Provide complete the work of Specification Section: 02770 – Curbs
10. Provide complete the work of Specification Section: 02775 – Sidewalks
11. Provide complete the work of Specification Section: 02791 – Synthetic Grass Systems including, but not limited to:
 - a. Subbase to be surveyed prior to turf installation to show proof that the subbase is installed at specified grades. This shall be provided and paid for by the installing Prime Contractor.
 - b. Turf installer shall not alter subbase during installation process, if this occurs then the subbase will be regraded and verified meets specified tolerances
 - c. Site Work Prime Contractors designated underdrainage, aggregate base and choker course installation crew shall have installed a minimum of three high quality, stadium grade synthetic turf drainage, aggregate base and choker course installations of 65,000 square feet or greater in the past five years.
12. Provide complete the work of Specification Section: 02792 – Running Track Surfaces including, but not limited to:
 - a. Patching at new Long Jump/Triple Jump Pit per Alternate No. L3
 - b. Patching at the D-Zone for the installation of the new concrete curb
 - c. If the patch and color don't match existing then the Site Work Contractor will be held responsible to recoat all the d-zone areas to guarantee uniformity for the Owner. Site Work Contractor to exercise caution when working near and/or in the existing d-zone areas.
13. Provide complete the work of Specification Section: 02810 – Irrigation Systems including, but not limited to:
 - a. The Site Work Contractor is responsible for all testing, cleaning, flushing, and chlorinating of site utility systems it installs. Provide full-time surveying during cut and fill operation and as necessary for layout.
14. Provide complete the work of Specification Section: 02820 – Fences and Gates including, but not limited to:
 - a. Reconstruction of fencing at Court Street School entry drive off from Linwood avenue to allow new drive to become wider.
15. Provide complete the work of Specification Section: 02885 – Athletic Field Equipment

C. **Division 03 – Concrete**

1. Provide complete the work of Specification Section: 03310 – Structural Concrete including, but not limited to:
 - a. Site related concrete work, i.e. concrete work at perimeter of running track below new turf
 - b. Site Work Contractor to protect edges of track/d-zones/trench drain during and after the pouring of the concrete curbs around the perimeter of the football field.

D. **Division 05 – Metals**

1. Provide complete the work of Specification Section: 05500 – Misc. Metals as it relates to Site Work

SECTION 01100 A
SUMMARY OF WORK – SITE WORK PRIME CONTRACT

E. **Division 07 – Thermal and Moisture Protection**

1. Provide complete the work of Specification Section: 07900 – Joint Sealers as it relates to Site Work.

F. **Miscellaneous Provisions**

1. Provide all control lines and elevations as required for the work of this Contract. The Site Work Contractor shall transfer lines as necessary to other elevations and locations for use by all Prime Contractors. The Site Work Contractor shall coordinate with the Electrical Contractor on the install of the light pole bases at the Elem. School for proper elevations/locations.
2. Site Work Contractor to fence off and barricade the existing pole vault runway to prevent damage during construction.
3. Site Work Contractor to coordinate with turf installer the storage onsite for all the turf and infill material.
4. Site Work Contractor to coordinate with Electrical Prime Contractor for the installation of the Light Pole bases and conduit at the Elem. School Parking Lot.
5. Site Work Contractor to provide all approved concrete, rebar, soils, any accessories, additives, batch tickets, etc. to the owners testing agency prior to any placement of materials.
6. Site Work Contractor to protect during construction and clean entire track surface, D-zones, fences, existing sports lighting poles/lights, bleachers, and trench drains at the completion of the project per the manufacturers recommendations –submit process for Architect/Engineer/Owner approval.

1.5 **TEMPORARY FACILITIES**

- A. Refer to Specification Section 01100 – Summary of Work and Specification Section 01500 – Temporary Facilities for general as well as specific items to be provided by the Site Work Contractor.

1.6 **CONTINUITY OF UTILITY SERVICES**

- A. It is of paramount importance that each utility service operates continuously and without interruption. Whenever this Contractor plans to make changes or alterations to any existing utility service, such plans shall result in no or minimum service interruption or inconvenience to Owner. This Contractor shall plan and schedule any change or alteration to an existing utility service with Construction Manager and Owner. Such planning, timing, and/or scheduling shall be approved by both of these parties.
- B. Provide complete all arrangements, pay fees, and obtain permits to schedule shut downs, disconnection's or relocations. Schedule any such occurrences at least 48 hours in advance with the Construction Manager.

1.7 **TESTING AND INSPECTION**

- A. Inspections required for any ordinances, regulations, instructions, laws, rules, standards and practices that require any work to be inspected or tested shall be performed. Contractor shall give Owner, Architect and Engineer timely notice of readiness of work for inspection or testing and the date fixed for said inspection or testing.
- B. New York Board of Fire Underwriters representative shall inspect completed installation and present Owner with Certificate of Inspection showing approval.
- C. Required local or municipal inspections shall be provided and present Owner with certificate indicating approval of such governing bodies.
- D. Tests
 1. After installations are completed and before insulation is applied, walls are closed, or trenches backfilled, all portions of the installation shall be tested in accordance with the procedures described herein.
- E. Refer to Specification Sections 01400 – Quality Control
 1. To facilitate Owner testing Services, the Contractor shall:
 - a. Furnish to the Laboratory such samples of materials as may be necessary for testing purposes.
 - b. Furnish such casual labor, equipment and facilities as is necessary to obtain and handle samples at the project.

**SECTION 01100 A
SUMMARY OF WORK – SITE WORK PRIME CONTRACT**

- c. Prime Contractor shall schedule the Testing Agency sufficiently in advance of operations to allow for completion of tests and for the assignment of personnel. Prime Contractor shall immediately notify the Construction Manager that arrangements have been made with the Testing Agency.
- d. Provide and maintain, for the sole use of the Testing Agency, adequate facilities for safe storage and proper curing of concrete test cylinders on the project site for the first 24 hours as required by ASTM C31-69.
- e. Maintain records at the project site showing the date and extent of each concrete placement.
- f. Provide safe access to items to be tested. This includes sheeting and ladders for deep excavation; scaffolding and ladders for inspection and testing of superstructure items.
- g. Full cooperation with all firms performing testing and inspection work is expected from all Contractor personnel.

1.8 CLEANING UP

- A. This Contractor shall refer to Specification Section 01740 – Progress Cleaning for general as well as specific items to be provided by the Site Work Contractor.

END OF SUMMARY OF WORK - SITEWORK CONTRACT

SECTION 01100 B
SUMMARY OF WORK – GENERAL CONSTRUCTION PRIME CONTRACT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract including the General and Supplementary General Conditions and Division 1 Specification Sections apply to the work of this Section

Provide complete all work and requirements as defined under **Division 01 - GENERAL REQUIREMENTS**. Division 1 – General Requirements Specification Sections apply to all contracts, unless specifically indicated otherwise.

1.2 INTENT

The intent of the drawings and these specifications is to provide all systems complete and operative at Warsaw Central School District. Provide all labor, material, tools, supervision, engineering, equipment, scaffolding, layout, deliveries, trucking, hoisting, rigging, excavation and backfill, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction. The Contractor represents they have expertise in the performance of work for this trade and shall assure all systems to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.3 DRAWING LISTING

Refer to the Drawing Index, Specification Index and Scope of Work below as it relates to this Contract. Provide all work shown on the "A" and "AC" Drawings, along with any applicable information shown on the "CC" and "SA" drawings unless noted otherwise for General Construction work. This Contractor shall review all other Contract drawings for coordination of his work with the work of other prime Contracts.

1.4 SCOPE OF WORK

The drawings and specifications are intended as guides and do not relieve the Contractor of the responsibility of reviewing all drawings and specifications for bidding and coordinating with other Contractors during construction. Drawings and specifications are complementary and must be so interpreted to determine the full scope of work under this section. Wherever any material, article, operation or method is either specified or shown on the drawings, this Contractor is required to provide each item and perform each prescribed operation according to the designated quality, qualification or condition, furnishing all necessary labor, equipment, and incidentals.

A. Division 01 – General Requirements

1. Inclusive of all Division 01 Specification Sections
2. 01100 – General Summary of Work.
3. 01100 B – Summary of Work – General Construction Prime Contract

B. Division 03 – Concrete

1. Provide complete the work of Specification Section: 033310 – Structural Concrete as it relates to General Construction work.
2. Provide complete the work of Specification Section: 03450 – Precast Concrete including, but not limited to:
 - a. Temporary protection of openings shall be maintained at all times during the removal of the existing Vault access door and basement access door to prevent a fall hazard.
 - b. Provide all saw cutting as required to complete Contract work.

SECTION 01100 B
SUMMARY OF WORK – GENERAL CONSTRUCTION PRIME CONTRACT

C. Division 05 – Metals

1. Provide complete the work of Specification Sections: 05120 – Structural Steel, 05210 – Steel Joists, and 05500 – Miscellaneous Metal including, but not limited to:
 - a. Provide complete shop paint of all steel prior to shipment, unless otherwise noted in Contract Documents. Thoroughly clean and remove all mill scale, rust, splatter, slag, flux, deposit, oil, dirt and other foreign matter prior to painting.
 - b. All work is subject to comments and approval by the Structural Engineer. The General Construction Contractor shall be responsible for taking all safeguards necessary for fire protection and prevention due to his operations. The General Construction Contractor shall maintain a fire watch during all burning/welding/soldering operations using only qualified personnel for such operations. The fire watch shall continue not less than thirty (30) minutes after the completion of burning/welding/soldering operations each day. The General Construction Contractor shall furnish and maintain sufficient fire protection equipment in each area being worked by the Contractor's forces. Contractor to supply Construction Manager with Burn Permit 24 hours prior to start of work. Construction Manager will supply permit forms.
 - c. Provide all work related to roof infills at the Elem. Building roof.
 - d. In the LGI Room 208 the G.C. Prime Contractor shall field measure all existing joist chord and web members. The G.C. shall also field measure and provide all necessary drawings, sketches, details and elevations showing the size and locations of all existing above ceiling items that may impact the engineering, fabrication and installation of the operable partition support system as well as the new ceiling soffits. The G.C. shall provide this information to their engineers, fabricators, and installers to produce and submit required shop drawings to the architect/engineer for approval for operable partitions, misc. metals and light metal framing.

D. Division 06 – Wood and Plastics

1. Provide complete the work of Specification Section: 06105 – Miscellaneous Carpentry including, but not limited to:
 - a. The General Construction Contractor shall provide all roof wood blocking.
 - b. The General Construction Contractor shall provide all repair to existing rotted wood on the Annex Barn soffits, fascia, rafter tails, and valleys to make a structurally sound roofing and overhang system when roof work is complete.
 - c. The General Construction Contractor shall provide all blocking for casework and marker/chalk boards in LGI Room 208, teaching surfaces, operable partitions, etc.

E. Division 07 – Thermal and Moisture Protection

1. Provide complete the work of Specification Section: 07310 – Roof Shingles including, but not limited to:
 - a. The General Construction Contractor shall provide daily sweeping all around Annex barn to prevent damage to automobiles while entering and exiting parking lot by annex building. This parking lot will be in use at all times during work by the Owner.
 - b. The General Construction Contractor shall provide continuous weather tightness when performing roofing tearoff
 - c. The General Construction Contractor shall protect existing walk in cooler/freezer currently next to the annex building during roofing operations.
 - d. The General Construction Contractor shall provide and maintain weather tightness during all work related to the cupolas. In addition the G.C. shall keep construction debris out and keep debris from falling into the cupolas while performing their work.
 - e. The General Construction Contractor shall trim the existing tree branches away from the Annex Barn roof to perform work and prevent wind blown branches coming in contact with new roof shingles when roofing work is complete.

SECTION 01100 B
SUMMARY OF WORK – GENERAL CONSTRUCTION PRIME CONTRACT

2. Provide complete the work of Specification Section: 07540 – Thermoplastic Membrane Roofing including, but not limited to:
 - a. Provide all work related to roof infill's.
 - b. The General Construction Prime Contractor shall provide and maintain scaffold stairs to access and egress all the Elementary Roof Work per OSHA requirements. Access to the roof must be secured at off hours and/or when not in use. This stair system shall be secured with a lockable system, i.e. 8' high plywood enclosure with lockable door. Access to the roof through the building will not be permitted in addition to material storage in the building will not be permitted. Relocate stair system as work progresses and then remove when work is completed and access to roof is no longer needed.
 - c. Provide all grass and sidewalk restoration around Elementary School due to roofing work.
 - d. Coordinate Elementary School roofing work with Site Work Prime Contractor for access to and around school wing due to parking lot work.
 - e. Provide new roof insert drains and Vandal Proof Vent Caps.
 - f. The General Construction Contractor shall provide continuous weather tightness when performing roofing tear off.
 - g. The General Construction Contractor shall coordinate/schedule his Roofing work to allow owner testing Agency to verify Asbestos Removal is acceptable prior to install of new roofing.
3. Provide complete the work of Specification Section: 07600 – Flashing and Sheet Metal
4. Provide complete the work of Specification Section: 07810 – Applied Fireproofing including, but not limited to:
 - a. Any Spray fireproofing removed/disturbed during work of this contract shall be reinstalled to its original intent prior to disturbance
 - b. Apply new Applied Fireproofing to new members installed in the LGI room 208
5. Provide complete the work of Specification Section: 07840 – Firestopping including, but not limited to:
 - a. The General Construction Contractor shall treat the roof, all corridor wall, storage room walls, and stairwell walls as 1-hour rated. Firewalls, floor slabs, and mechanical rooms are to have two hour rated seals. All other walls are to be sealed smoke tight.
6. Provide complete the work of Specification Section: 07900 – Joint Sealers

F. Division 08 – Doors and Windows

1. Provide complete the work of Specification Section: 08310 – Exterior Access Doors including, but not limited to:
 - a. Provide final paint on doors. Color to be selected by Architect.
2. Provide complete the work of Specification Section: 08710 – Door Hardware
 - a. The G.C. shall provide hardware outlined in this Specification Section and the E.C. to provide power to activate the hardware system. The G.C. shall coordinate with the E.C. on install.
 - b. The G.C. shall provide patching of all holes in existing doors and frames that will be left visible due to the removal and install of new door hardware.

G. Division 09 – Finishes

1. Provide complete the work of Specification Section: 09250 – Gypsum Board
2. Provide complete the work of Specification Section: 09510 – Acoustical Ceilings including, but not limited to:
 - a. In the LGI Space/Rooms at the Court Street School – "The GC shall remove, store and protect all existing acoustical ceiling panels and existing ceiling support system as required for the installation of all new work of the E.C. and G.C shown or described in the contract documents. The GC shall also adequately support and protect the remaining ceiling panels, and ceiling support system left in place. The GC shall modify the salvaged ceiling panels and support system components and reinstall them per the reflected ceiling plan and associated details. The G.C. shall provide any new ceiling panels and support system components required to make the ceiling system complete. The E.C. shall remove the light fixtures and devices as described on Drawing E207. The G.C. and E.C. shall coordinate the work described in the contract documents for the LGI Rm at Court Street School."
 - b. Submit samples of all Acoustical Ceiling Panel Products to be used in patching existing acoustical panel ceiling and support system components in Middle/High School LGI Room 208.
 - c. The G.C. needs to protect all other components in the LGI Room to include but not limited to Ceiling diffusers, ductwork, smoke heads, flooring, walls, etc.

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SUMMARY OF WORK – GENERAL CONSTRUCTION PRIME CONTRACT

- d. Cut out ceiling material as needed to install fixtures such as sprinkler heads, can lights, electrical devices, smoke detectors, etc.
- e. In the Kitchen at the Elem. School the G.C. Contractor shall cover all items in the kitchen prior to the ceiling demolition and once the new ceiling is installed professionally clean the kitchen and wipe down all areas/equipment to make ready for food preparation.
- 3. Provide complete the work of Specification Section: 09660 – Resilient Tile Flooring including, but not limited to:
 - a. Include all self-leveling underlayments and patching compounds; including patching of small cracks, concrete joints, control joints, and flooring where new and existing buildings meet and new doorways are created per the contract documents.
- 4. Provide complete the work of Specification Section: 09666 – Sheet Vinyl Floor Coverings
- 5. Provide complete the work of Specification Section: 09678 – Resilient Wall Base and Accessories including, but not limited to:
 - a. The GC Contractor shall provide all patching to match existing walls if new wall base does not cover where the existing wall base was abated/removed.
- 6. Provide complete the work of Specification Section: 09680 – Carpeting
- 7. Provide complete the work of Specification Section: 09900 – Painting including, but not limited to:
 - a. Final Paint Bilco doors, color to be selected by Architect.
- H. **Division 10 – Specialities**
 - 1. Provide complete the work of Specification Section: 10650 – Operable Partitions
 - a. Provide all blocking, misc. framing, etc. for the Operable Partitions
- I. **Division 12 – Furnishings**
 - 1. Provide complete the work of Specification Section: 12304 – Plastic Laminate-Faced Casework including but not limited to:
 - a. The GC Contractor to provide "Snake Tray" CM-201 series, as per Computer Counter Section Detail as well as all Grommets, support brackets, etc. to make a complete Computer Counter
 - b. The G.C. Contractor to provide all blocking in walls, patching and painting of walls after blocking installed, etc. to properly hang and support Casework.
- J. **Division 13 – Special Construction**
 - 1. Provide complete the work of Specification Section: 13280 – Asbestos Removal including, but not limited to:
 - a. Include additional insurance requirements as stipulated.
 - b. Provide airtight hard wall barriers, floor to ceiling to isolate work areas in occupied buildings.
 - c. Coordinate power shut downs, locations of dumpsters and negative air exhaust system with the Construction Manager.
 - d. The asbestos abatement area shall be completely sealed off from the rest of the building and completely cleaned and tested by TEM prior to re-entry by the public or other trades.
 - e. Include all self-leveling underlayments and patching compounds; including patching of small cracks, concrete joints, control joints, and flooring where new and existing buildings meet and new doorways are created per the contract documents once abatement has been completed to accept new flooring.
 - f. The G.C. Contractor shall be responsible to repair or replace any existing surface or component that is damaged by the work either directly or indirectly by the Abatement Contractor.
 - g. The General Construction Contractor shall coordinate/schedule his Roofing work to allow owner testing Agency to verify Asbestos Removal is acceptable prior to install of new roofing.
 - h. Any existing spray fireproofing removed/disturbed during work of this contract shall be reinstalled to its original intent prior to disturbance.
 - i. The G.C Contractor shall provide and maintain all temporary power and lighting for Asbestos removal work.
 - 2. Specification Section: 13283 – Test Laboratory Services
 - a. Work in this Section will be contracted by the Owner and has been provided for the General Construction Prime Contractor's Abatement Contractor.
 - 3. Provide complete the work of Specification Section: 13286 – Working with Lead-Based Materials

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SUMMARY OF WORK – GENERAL CONSTRUCTION PRIME CONTRACT

4. Provide complete the work of Specification Section: 13510 – Theatrical Stage Rigging including but not limited to:
 - a. The GC Contractor/subcontractor shall protect existing stage floor while performing their work, all surfaces to be final cleaned when work is complete
 - b. The GC Contractor to carefully remove existing curtains and professionally clean and provide fire retardant prior to re-hanging curtains.
 - c. The GC Contractor shall provide and maintain his own Temporary lights on the stage as the E.C. Contractor has no work in this space. Refer to temporary facilities section 01500.

K. Miscellaneous Provisions

1. The GC Contractor is responsible to protect the existing VCT floor in the Court Street LGI room from start of construction to completion of work . Once work is complete by all Contractors in the LGI room then the GC contractor shall provide a final cleaning of room to include wiping down all surfaces, both existing and new, and also striping and waxing the floor.

1.5 TEMPORARY FACILITIES

- A. Refer to Specification Section 01100 – Summary of Work and Specification Section 01500 – Temporary Facilities for general as well as specific items to be provided by the General Construction Contractor.

1.6 CUTTING AND PATCHING

- A. This Contractor shall provide cutting and patching as described per Specification Section 01731 – Cutting and Patching.

1.7 PENETRATIONS THROUGH FIRE RATED CONSTRUCTION

- A. Any work of this Contract that penetrates a new or existing wall/floor/roof opening shall be sleeved/fireproofed/smoke sealed by the Contractor responsible for the penetration. Any Contractor that uses an existing penetration (no matter what size it is) shall be responsible to sleeve/fireproof/smoke seal that penetration.

1.8 CLEANING UP

- A. This Contractor shall refer to Specification Section 01740 – Progress Cleaning for general as well as specific items to be provided by the General Construction Contractor.

END OF SUMMARY OF WORK – GENERAL CONSTRUCTION CONTRACT

SECTION 01100 C
SUMMARY OF WORK – ELECTRICAL PRIME CONTRACT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract including the General and Supplementary General Conditions and Division 1 Specification Sections apply to the work of this Section.

Provide complete all work and requirements as defined under **Division 01 - GENERAL REQUIREMENTS**. Division 1 – General Requirements Specification Sections apply to all Contracts, unless specifically indicated otherwise.

1.2 INTENT

The intent of the drawings and these specifications is to provide all systems complete and operative at Warsaw Central School District. Provide all labor, material, tools, supervision, engineering, equipment, scaffolding, layout, deliveries, trucking, hoisting, rigging, excavation and backfill, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction. The Contractor represents they have expertise in the performance of work for this trade and shall assure all systems to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.3 DRAWING LISTING

Refer to the Drawing Index, Specification Index and Scope of Work below as it relates to this Contract. Provide all work shown on the "E" Drawings, "CC" and "SA" along with any applicable information shown on the "Survey Drawings" unless noted otherwise for Electrical Work. This Contractor shall review all other Contract drawings for coordination of its work with the work of other prime Contracts.

1.4 SCOPE OF WORK

The listing of Drawings and Specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all Drawings and Specifications for bidding and coordinating with other contractors during construction. Drawings and specifications are complementary and must be so interpreted to determine the full scope of work under this section. Wherever any material, article, operation or method is either specified or shown on the drawings, this Contractor is required to provide each item and perform each prescribed operation according to the designated quality, qualification or condition, furnishing all necessary labor equipment and incidentals.

A. Division 01 – General Requirements:

1. Inclusive of all Division 01 Specification Sections.
2. 01100 – General Summary of Work.
3. 01100 C – Summary of Work – Electrical Prime Contract

B. Division 02 – Site Work (as it relates to the work of this Contract)

1. Provide complete the work of Specification Section: 02300 – Earthwork as it pertains to the electrical scope of work including, but not limited to:
 - a. Include all excavation, spoil removal, conduit, wire, ductbanks, backfill, compaction, and grade restoration to provide complete the site lighting in the Elem. School Parking lot.
 - b. Comply with Owner Testing and Inspection Requirements for Earthwork
2. Provide complete the work of Specification Section: 02320 – Trenching as it pertains to the electrical scope of work including, but not limited to:
 - a. Include all excavation, spoil removal, conduit, wire, ductbanks, backfill, compaction, and grade restoration to provide complete the site lighting in the Elem. School Parking lot
 - b. Comply with Owner Testing and Inspection Requirements for Trenching
3. Provide complete the work of Specification Section: 02745 – Asphalt Pavement as it pertains to the electrical scope of work including, but not limited to:
 - a. The Electrical Contractor shall patch any pavement around light pole bases that do not fall within the base bid parking lot work performed by the Site Work Prime Contractor.

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SUMMARY OF WORK – ELECTRICAL PRIME CONTRACT

- b. The Electrical Contractor shall saw cut and patch his pavement trench that falls within the Alternate No. L1 – South Elementary Parking Lot.
 - 4. Provide complete the work of Specification Section: 02770 – Curbs as it pertains to the electrical scope of work including, but not limited to:
 - a. Sawcut along nearest score joint and remove and replace selected areas of curbs for the installation of conduit, etc. for site lighting pole bases.
 - 5. Provide complete the work of Specification Section: 02775 – Sidewalks as it pertains to the electrical scope of work including, but not limited to:
 - a. Sawcut along nearest score joint and remove and replace selected areas of concrete walk for the installation of conduit, etc. for site lighting pole bases
- C. **Division 07 – Thermal and Moisture Protection**
 - 1. Provide complete the work of Specification Section: 07810 – Applied Fireproofing as it pertains to the electrical scope of work including, but not limited to:
 - a. Any Spray fireproofing removed/disturbed during work of this contract shall be reinstalled to its original intent prior to disturbance
 - 2. Provide complete the work of Specification Section: 07840 – Firestopping including, but not limited to:
 - a. The Electrical Contractor shall treat the roof, all corridor wall, storage room walls, and stairwell walls as 1-hour rated. Firewalls, floor slabs, and mechanical rooms are to have two hour rated seals. All other walls are to be sealed smoke tight.
 - 3. Provide complete the work of Specification Section: 07900 – Joint Sealers
- D. **Division 08 – Doors and Windows (as it relates to the work of this contract)**
 - 1. Provide complete the work of Specification Section: 08710 – Door Hardware as it pertains to the electrical scope of work. General Construction Contractor to provide hardware outlined in this specification section, Electrical Contractor to provide power to activate hardware system.
- E. **Division 09 – Finishes**
 - 1. Provide complete the work of Specification Section 09510 – Acoustical Ceilings as it pertains to the electrical scope of work.
 - a. Provide all new ceiling tiles to replace damaged tiles due to installation of new systems. Submit samples of all Acoustical Ceiling Panel Products to be used in patching existing acoustical panel ceiling and support system components.
 - 2. Provide complete the work of Specification Section 09900 – Painting as it pertains to the electrical scope of work.
 - a. Provide all painting on wire mold, raceway, conduit, hangers, supports, etc. to match existing finishes/colors/surfaces. This shall include areas where existing light fixtures are removed and new light fixtures are installed as well as areas on the stage shall be black to hide from view.
 - b. Paint any surfaces damaged to match existing due to install of new systems components.
- F. **Division 13 – Special Construction**
 - 1. Provide complete the work of Specification Section: 13286 – Working with Lead-Based Materials as it pertains to this contract.
- G. **Division 16 – Electrical**
 - 1. Provide complete the work of Specification Sections: 16010 – General Provisions, and 16050 – Basic Electrical Materials and Methods including, but not limited to:
 - a. Provide all fixtures, devices, conduit, wire, hangers, supports, labeling, panel boxes, equipment, raceways and special systems including all necessary accessories and components for a complete installation.
 - b. Provide weather tight protection for all electrical related openings in outside walls, slabs, and roofs when pipe or other electrical devices are removed or installed.

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- c. The Electrical Contractor is responsible to make all final connections to equipment provided by others. Coordinate with other Trade Contractors to verify electrical characteristics of equipment supplied is compliant with electrical requirements shown on the Contract Documents. Coordinate locations of such items to eliminate the requirement for access panels as necessary.
 - 2. Provide complete the work of Specification Sections: 16110 – Raceways including, but not limited to:
 - a. Provide all raceways, wire mold, parts, materials, etc. to make a complete path for the installing systems.
 - b. Any modifications or additional parts needed to extend the existing Raceways shall be provided as part of the Electrical Prime Contract.
 - 3. Provide complete the work of Specification Sections: 16120 – Wire and Cables – 600 Volts and Below, 16130 – Boxes, 16140 – Wiring Devices, and 16470 – Distribution Panels.
 - 4. Provide complete the work of Specification Sections: 16505 – Interior Lighting including, but not limited to:
 - a. Electrical Contractor shall protect both Gym floors while installing new lighting. An approved lift for use on Gym wood floors to access lights shall be provided. Any damage to the flooring shall be born by the Electrical Contractor to replace/refinish floor to its original state.
 - b. Electrical Contractor to adequately support all existing above ceiling electrical conduit and wiring regardless of systems that is currently unsupported or is being supported by the ceiling structure for the Elem. Kitchen and MS/HS LGI Rm 208 ceiling work.
 - c. In the LGI Space/Rooms at the Court Street School – “The GC shall remove, store and protect all existing acoustical ceiling panels and existing ceiling support system as required for the installation of all new work of the E.C. and G.C shown or described in the contract documents. The GC shall also adequately support and protect the remaining ceiling panels, and ceiling support system left in place. The GC shall modify the salvaged ceiling panels and support system components and reinstall them per the reflected ceiling plan and associated details. The G.C. shall provide any new ceiling panels and support system components required to make the ceiling system complete. The E.C. shall remove the light fixtures and devices as described on Drawing E207. The G.C. and E.C. shall coordinate the work described in the contract documents for the LGI Rm at Court Street School.”
 - 5. Provide complete the work of Specification Sections: 16521 – Site Lighting including, but not limited to:
 - a. The E.C. shall coordinate with the Site Work Contractor on the installation of site lighting for proper elevations/locations of the E.C. installed light pole bases in the parking lot area.
 - 6. Provide complete the work of Specification Sections: 16530 – Emergency Lighting
 - 7. Provide complete the work of Specification Sections: 16700 – Communications
- H. **Division 18 – Telecommunications**
 - 1. Provide complete the work of Specification Sections: 18010 – General Provisions, 18050 – Basic Materials and Methods, 18751 – Telecommunications Cabling and Equipment, 18759 – Telecommunications Grounding, 18780 – Television System, and 18793 – Integrated Security Management System
 - a. Any new pull boxes, excavation, restoration of grass, sidewalks, pavement, etc. needed to complete the install of the new fiber optic cabling for Alt. No. E2 between buildings will be the responsibility of the Electrical Prime Contractor.
 - b. Provide all door hardware, devices, etc. for Integrated Security Management System to make a complete and operational system. All work to install devices at door mullions, door jambs, etc. shall be the responsibility of the Electrical Prime Contractor.
- I. **Miscellaneous Provisions**
 - 1. The Electrical Contractor shall maintain the existing fire alarm system operational during all construction phases. If due to demolition/removal activities permanent smoke/fire detection system needs to be relocated, provide independently supporting devices from the structure, temporary wiring, replacement of damaged devices, protection of devices, cleaning, maintenance, relocation, daily covering of the devices to eliminate false alarms due to construction activities and uncovering devices for off hours. This will be maintained on a daily basis. The Construction Manager must be notified in writing and receive approval prior to starting work if the fire alarm system requires temporary shut down.

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2. The Electrical Contractor shall include all costs for coordination, materials, and contracting the owners DDC representative (Siemens), etc. for all DDC panel tie ins and programming to make a complete and functional electric demand monitoring system at both schools.
3. Any work including installing painted access doors, etc. to gain access above and thru a hard ceiling system shall be borne by the Electrical Prime Contractor to allow system components to be run for a complete operation system(s). This work shall include all patching and painting associated with the work.
4. Electrical Contractor shall complete all systems in one room dictated by the Construction Manager at the beginning of the project to allow its use as a mock-up/training room for the Owner and coordination for the Technology Prime Contractors Work.

1.5 TEMPORARY FACILITIES

- A. Refer to Specification Section 01100 – Summary of Work and Specification Section 01500 – Temporary Facilities for general as well as specific items to be provided by the Electrical Contractor.

1.6 CONTINUITY OF UTILITY SERVICES

- A. It is of paramount importance that each utility service operates continuously and without interruption. Whenever this Contractor plans to make changes or alterations to any existing utility service, such plans shall result in no or minimum service interruption or inconvenience to Owner. This Contractor shall plan and schedule any change or alteration to an existing utility service with Construction Manager and Owner. Such planning, timing, and/or scheduling shall be approved by both of these parties.
- B. Provide complete all arrangements, pay fees, and obtain permits to schedule shut downs, disconnection's or relocations. Schedule any such occurrences at least 48 hours in advance with the Construction Manager.

1.7 CUTTING AND PATCHING

- A. This Contractor shall provide cutting and patching as described per Specification Section 01731 – Cutting and Patching.

1.8 TESTING AND INSPECTION

- A. Inspections required for any ordinances, regulations, instructions, laws, rules, standards and practices that require any work to be inspected or tested shall be performed. Contractor shall give Owner, Architect and Engineer timely notice of readiness of work for inspection or testing and the date fixed for said inspection or testing.
- B. New York Board of Fire Underwriters representative shall inspect completed installation and present Owner with Certificate of Inspection showing approval.
- C. Required local or municipal inspections shall be provided and present Owner with certificate indicating approval of such governing bodies.
- D. Tests
 1. After installations are completed and before insulation is applied, walls are closed, or trenches backfilled, all portions of the installation shall be tested in accordance with the procedures described herein.
- E. Refer to Specification Sections 01400 – Quality Control
 1. To facilitate Owner testing Services, the Contractor shall:
 - a. Furnish to the Laboratory such samples of materials as may be necessary for testing purposes.
 - b. Furnish such casual labor, equipment and facilities as is necessary to obtain and handle samples at the project.

SECTION 01100 C
SUMMARY OF WORK – ELECTRICAL PRIME CONTRACT

- c. Prime Contractor shall schedule the Testing Agency sufficiently in advance of operations to allow for completion of tests and for the assignment of personnel. Prime Contractor shall immediately notify the Construction Manager that arrangements have been made with the Testing Agency.
 - d. Provide and maintain, for the sole use of the Testing Agency, adequate facilities for safe storage and proper curing of concrete test cylinders on the project site for the first 24 hours as required by ASTM C31-69.
 - e. Maintain records at the project site showing the date and extent of each concrete placement.
 - f. Provide safe access to items to be tested. This includes sheeting and ladders for deep excavation; scaffolding and ladders for inspection and testing of superstructure items.
 - g. Full cooperation with all firms performing testing and inspection work is expected from all Contractor personnel.
- F. Contractor shall submit a written report to Architect, copy to Engineer, on results of each inspection or test on system or equipment supplied. Report shall contain all pertinent information, recommendations, approvals, additional work required, etc.
- G. Contractor is responsible to check rotation on all three-phase equipment prior to turning on equipment for temporary or permanent use.
- H. Panelboard, Circuit Breaker, Transformer and Fuse Tests
- Energize all possible lighting and equipment loads for a period of not less than eight hours.
 - Check all fuses and circuit breakers for faulty tripping and excessive heat.
 - Tabulate phase current on all feeders.
 - Tabulate voltages at each panelboard (phase to phase and phase to neutral)
 - Reconnect branch circuits that vary over 5% between high and low current.
 - All tabulation sheets shall be presented to the Architect and Engineer for approval, make any correction determined by the Architect and Engineer.

1.9 IDENTIFICATION AND NAMEPLATES

- A. Provide engraved plastic labels screwed to equipment furnished under this Contract including control panels, starters, disconnect switches, panel boards, system components, etc. Labels shall have black background, white letters; minimum letter height 3/8" high, self-adhesive labels or punch tape type labels are not acceptable

1.10 LOOSE EQUIPMENT

- A. Obtain a receipt, in duplicate, for loose equipment delivered to Owner. Obtain receipts for the following per technical specifications but as a minimum:
- 2 – Keys for each panelboard; special equipment cabinets, etc.
 - Spare fuses, three (3) of each amperage rating used.
 - Other equipment not permanently attached to the building structure.

1.11 PENETRATIONS THROUGH FIRE RATED CONSTRUCTION

- A. Any work of this Contract that penetrates a new or existing wall/floor/roof opening shall be sleeved/fireproofed/smoke sealed by the Contractor responsible for the penetration. Any Contractor that uses an existing penetration (no matter what size it is) shall be responsible to sleeve/fireproof/smoke seal that penetration.

1.12 CLEANING UP

- A. This Contractor shall refer to Specification Section 01740 – Progress Cleaning for general as well as specific items to be provided by the Electrical Contractor.

END OF SUMMARY OF WORK - ELECTRICAL CONTRACT

SECTION 01100 D
SUMMARY OF WORK – TECHNOLOGY PRIME CONTRACT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract including the General and Supplementary General Conditions and Division 1 Specification Sections apply to the work of this Section.

Provide complete all work and requirements as defined under **Division 01 - GENERAL REQUIREMENTS**. Division 1 – General Requirements Specification Sections apply to all Contracts, unless specifically indicated otherwise.

1.2 INTENT

The intent of the drawings and these specifications is to provide all systems complete and operative at Warsaw Central School District. Provide all labor, material, tools, supervision, engineering, equipment, scaffolding, layout, deliveries, trucking, hoisting, rigging, excavation and backfill, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction. The Contractor represents they have expertise in the performance of work for this trade and shall assure all systems to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.3 DRAWING LISTING

Refer to the Drawing Index, Specification Index and Scope of Work below as it relates to this Contract. Provide all work shown on the "E" Drawings, "CC" and "SA" Drawings unless noted otherwise for Technology Work. This Contractor shall review all other Contract drawings for coordination of its work with the work of other prime Contracts.

1.4 SCOPE OF WORK

The listing of Drawings and Specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all Drawings and Specifications for bidding and coordinating with other contractors during construction. Drawings and specifications are complementary and must be so interpreted to determine the full scope of work under this section. Wherever any material, article, operation or method is either specified or shown on the drawings, this Contractor is required to provide each item and perform each prescribed operation according to the designated quality, qualification or condition, furnishing all necessary labor equipment and incidentals.

A. Division 01 – General Requirements:

1. Inclusive of all Division 01 Specification Sections.
2. 01100 – General Summary of Work.
3. 01100 – Summary of Work – Technology Prime Contract

B. Division 07 – Thermal and Moisture Protection

1. Provide complete the work of Specification Section: 07840 – Firestopping including, but not limited to:
 - a. The Technology Contractor shall treat the roof, all corridor wall, storage room walls, and stairwell walls as 1-hour rated. Firewalls, floor slabs, and mechanical rooms are to have two hour rated seals. All other walls are to be sealed smoke tight.

C. Division 13 – Special Construction

1. Provide complete the work of Specification Section: 13286 – Working with Lead-Based Materials as it pertains to this contract.

D. Division 18 – Telecommunications

1. Provide complete the work of Specification Section: 18773 – Classroom Sound Enhancement System
 - a. Provide all new ceiling tiles to replace damaged tiles due to installation of new systems. Submit samples of all Acoustical Ceiling Panel Products to be used in patching existing acoustical panel ceiling and support system components.
 - b. Provide all components as required for a complete functional system.

SECTION 01100 D
SUMMARY OF WORK – TECHNOLOGY PRIME CONTRACT

2. Provide complete the work of Specification Section: 18781 – Video Presentation Devices
 - a. Provide all blocking, etc. to hang devices per manufacturer's installation requirements.
 - c. Technology Prime Contractor to verify locations shown on drawings will work with existing power requirements at the start of the project and prior to the submittal process.
 - d. Review all "E" drawings for locations and quantities of equipment and components.
 - e. Remove existing white boards and support brackets in a workman like manner and turn over to Owner. Any additional damage caused by un-workman like manner will become the responsibility of the Technology Contractor for patching and painting surfaces to match existing.
 - f. Where existing chalk/white boards are not removable provide attachment for new Video Presentation Devices through existing chalk/white boards. All costs associated with this mounting attachment/alteration to existing boards shall be the responsibility of the Technology Prime Contractor.
 - g. Technology Prime Contractor responsible for providing all necessary mounting components, connector cables, media signal extenders, etc. as required for a complete functional system.

E. Miscellaneous Provisions

1. Technology Contractor shall complete all systems in one room dictated by the Construction Manager at the beginning of the project to allow its use as a mock-up/training room for the Owner and coordination for the Electrical Prime Contractors Work.

1.5 TEMPORARY FACILITIES

- A. Refer to Specification Section 01100 – Summary of Work and Specification Section 01500 – Temporary Facilities for general as well as specific items to be provided by the Electrical Contractor.

1.7 CUTTING AND PATCHING

- A. This Contractor shall provide cutting and patching as described per Specification Section 01731 – Cutting and Patching.

1.8 TESTING AND INSPECTION

- A. Inspections required for any ordinances, regulations, instructions, laws, rules, standards and practices that require any work to be inspected or tested shall be performed. Contractor shall give Owner, Architect and Engineer timely notice of readiness of work for inspection or testing and the date fixed for said inspection or testing.
- B. New York Board of Fire Underwriters representative shall inspect completed installation and present Owner with Certificate of Inspection showing approval.
- C. Tests
 1. After installations are completed and before insulation is applied, walls are closed, or trenches backfilled, all portions of the installation shall be tested in accordance with the procedures described herein.
- D. Contractor shall submit a written report to Architect, copy to Engineer, on results of each inspection or test on system or equipment supplied. Report shall contain all pertinent information, recommendations, approvals, additional work required, etc.

1.9 IDENTIFICATION AND NAMEPLATES

- A. Provide engraved plastic labels screwed to equipment furnished under this Contract including control panels, starters, disconnect switches, panel boards, system components, etc. Labels shall have black background, white letters; minimum letter height 3/8" high, self-adhesive labels or punch tape type labels are not acceptable

1.10 LOOSE EQUIPMENT

- A. Obtain a receipt, in duplicate, for loose equipment delivered to Owner. Obtain receipts for the following per technical specifications but as a minimum:
- 2 – Keys for each panelboard; special equipment cabinets, etc.
 - Cords, software, devices, etc.
 - Other equipment not permanently attached to the building structure.

1.11 PENETRATIONS THROUGH FIRE RATED CONSTRUCTION

- A. Any work of this Contract that penetrates a new or existing wall/floor/roof opening shall be sleeved/fireproofed/smoke sealed by the Contractor responsible for the penetration. Any Contractor that uses an existing penetration (no matter what size it is) shall be responsible to sleeve/fireproof/smoke seal that penetration.

1.12 CLEANING UP

- A. This Contractor shall refer to Specification Section 01740 – Progress Cleaning for general as well as specific items to be provided by the Electrical Contractor

END OF SUMMARY OF WORK - TECHNOLOGY CONTRACT

SECTION 01210 – ALLOWANCES

IMPORTANT NOTICE

The following document, ALLOWANCES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing Allowances.
 - 1. Contingency Allowances as set forth in the Specifications are to be used for compensation in minor changes in the scope of the work for contingency allowances. Lump Sum Allowances as set forth in the Specifications are to be used for selected materials to defer the selection of actual materials and equipment to a later date when additional information is available for evaluation. The amounts listed in the schedule are to be included in the base bid.
 - 2. Include in the Contract sum the Allowances stated in this section.
 - 3. Allowance work shall be completed and invoiced only at the direction of the Construction Manager.
 - 4. Separate line items for each Allowance will be reflected on the Contractors' Schedule of Values.

1.3 ALLOWANCES

- A. Contingency Allowances shall be used only as directed for the Owner's purposes and only by Field Directives from the Construction Manager and Architect that indicate amounts to be charged to the Allowance.
- B. The Contractor's related costs for products and equipment ordered by the Owner under the Contingency Allowance are part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Allowances shall cover the cost to the Contractor for labor, materials, equipment, coordination and all applicable taxes. Overhead and profit, including costs for bonds and insurance, are to be included in the base bid Contract sum. Therefore, the Contractor is not entitled to overhead and profit on work compensated for under an Allowance.
- D. Allowance authorization documents will be issued authorizing the distribution of Allowance funds.
- E. At project closeout, or at any time during the project, unused portions of the Allowance will be credited from the Contractor's original base bid amount, by Change Order.
- F. Lump Sum Safety Incentive Allowances shall be used to support, reinforce and recognize this project's safety programs. The Safety Incentive Allowance funds shall be deposited into an account at the beginning of the project. This account will be administered by the Construction Manager.

1.4 ALLOWANCE SUBMISSIONS "REQUEST FOR PROPOSALS"

- A. Submit proposals for changes in the scope in the form of the "Request for Proposal".
- B. The proposal should have the amount listed as an Allowance Disbursement without the overhead and markup and a separate price listing the change with the overhead and markup included should the Owner elect to compensate for the change via Change Order.

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ALLOWANCES**

- C. Once all parties have agreed to the terms and methods of the change, an Allowance Authorization document will be initiated and executed by the Construction Manager.
- D. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- E. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each Allowance item.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Lump Sum Allowances Per Contract: Include the following Allowances in the amounts stated in each specified Contract for use according to the Architect/Construction Manager's instruction.
 - 1. Sitework
 - a. Contingency Allowance \$30,000.00
 - b. Safety Incentive Allowance \$200.00
 - 2. General Construction
 - a. Contingency Allowance \$ 15,000.00
 - b. Safety Incentive Allowance \$200.00
 - 3. Electrical
 - a. Contingency Allowance \$30,000.00
 - b. Safety Incentive Allowance \$200.00
 - 4. Technology
 - a. Contingency Allowance \$0.00
 - b. Safety Incentive Allowance \$0.00
- B. Note: These Allowances are in addition to specific Allowances noted elsewhere in the Contract Documents.
- C. Note: All work under the Allowance will be charged with NET prices only. Overhead, profit, insurance, and bond costs for allowances are included in the base bid.

END OF SECTION

SECTION 01230 – ALTERNATES

IMPORTANT NOTICE

The following document, ALTERNATES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.
- B. All Specification Sections relative to the type of work being done and the appropriate trades involved apply to this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

1.3 DEFINITIONS

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
 - 2. Alternate prices shall be valid up to 45 days after the date of the bid opening. Owner reserves the right to award alternates any time after bid opening.

1.4 PROCEDURES

- A. Coordination: Coordinate related work and modify or adjust affected adjacent work as necessary to completely and fully integrate that work into the Project.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. 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.
- C. Execute accepted alternates under the same conditions as other work of this Contract.
- D. Schedule:
 - 1. A "Schedule of Alternates" is included for each Prime Contract at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the work described under each alternate.
 - 2. Wherever the work of an alternate is for the replacement, repair, refurbishment, etc.; the costs of demolition; the removal and disposal of demolition debris; cutting, patching, and refinishing adjoining materials, necessary protection, and any other associated costs for performing and completing the work shall be included in the bid price for the work.
 - 3. 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.

PART 2 – EXECUTION

2.1 SCHEDULE OF ALTERNATES

A. Site Work

1. Alternate No. L1

- i. Remove existing asphalt to full depth at south end of Elementary school main parking lot and replace with Heavy Duty Asphalt on existing aggregate base. Refer to Drawing L101 and Project Manual Section 02745, Asphalt Pavement.

2. Alternate No. L2

- i. Provide Walk-Duty Asphalt paving in lieu of Concrete paving at Elementary School walk to playground. Refer to Drawing L101 and Project Manual Section 02745, Asphalt Pavement.

3. Alternate No. L3

- i. Provide new Long Jump/Triple Jump Pit and Linestriped Runway adjacent to existing Long Jump/Triple Jump Runway, including resilient surfacing patching and repair. Refer to Drawing L200 and Project Manual Section 02792, Running Track Surfaces.

4. Alternate No. L4

- i. Ball Stopper Net System - Provide uprights, netting and sleeves for ball stopper net system at both D-Zones. Refer to Drawing L201 and Project Manual Section 02885, Athletic Field Equipment.

5. Alternate No. L5

- i. Provide asphalt topcourse and linestriping at High School rear parking lot and drive at Linwood Avenue. Include raising all existing structures within pavement including but not limited to manholes, catch basins, utility boxes, etc. to be flush with new pavement surface. Refer to Drawing L300 and Project Manual Section 02745, Asphalt Paving.

6. Alternate No. T1

- i. Synthetic Turf Type B: Provide Turf Type B in lieu of Base Bid Turf Type A. Refer to Project Manual Section 02791, Synthetic Grass Systems.

7. Alternate No. T2

- i. Synthetic Turf Type C: Provide Turf Type C in lieu of Turf Type A. Refer to Project Manual Section 02791, Synthetic Grass Systems.

8. Alternate No. T3

- i. Synthetic Turf End Zone Lettering - Provide the letters "WARSAW" at the south football field end zone and "TIGERS" at the north end zone. Refer to Drawing L202 and Project Manual Section 02791, Synthetic Grass Systems.

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9. Alternate No. T4

- i. Synthetic Turf Underlayment Pad: Provide Underlayment Pad for entire synthetic turf field. Refer to Project Manual Section 02791, Synthetic Grass Systems.

B. General Construction

1. Alternate No. G1

- i. The Bidder shall state the amount to be added to the Base Bid to Provide Four (4) panels with single pass doors and self-illuminating exit signs, and end panels to seal against walls in Middle/High School room number 208 indicated in Project Manual Section 10650.

C. Electrical

1. Alternate No. E1

- i. Replace existing light fixtures in Auxiliary Gymnasium with new fluorescent fixtures as shown on Drawing E209.

2. Alternate No. E2

- i. Provide fiber optic cabling between Elementary School and High School as shown on the Electrical Drawings and detailed in the Project Manual.

3. Alternate No. E3

- i. Provide coaxial cabling modifications and additions as shown on the Electrical Drawings and detailed in the Project Manual.

D. Technology

1. Alternate No. TE1

- i. Provide classroom sound enhancement systems as shown on the Electrical Drawings and detailed in the Project Manual.

2. Alternate No. TE2

- i. Provide interactive white board type B in lieu of Base Bid interactive white board type A, as shown on the Electrical Drawings and detailed in the Project Manual.

END OF SECTION

SECTION 01250 – SUBSTITUTION PROCEDURES

IMPORTANT NOTICE

The following document, SUBSTITUTION PROCEDURES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

SECTION 01250
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section covers the procedures for substitutions of manufacturers for project materials.

1.3 DESCRIPTION

- A. This section specifies administrative and procedural requirements for handling requests for substitutions made after notice of award of the Contract.

1.4 ACCEPTABLE MANUFACTURERS

- A. The lists of acceptable manufacturers in the various sections are names of manufacturers believed to be capable of supplying one or more of the items specified in that section. Where one certain kind, type, brand or manufacture of material is named, it shall be regarded as the required standard of quality. The absence of the "or equal" clause is not meant to exclude competition in any way; similar products of other manufacturers which are equal in quality, performance and equally adaptable for the intended purposes, in the opinion of the Architect/Engineer, and are submitted as specified herein will be considered and may be accepted and shall form the basis of comparison.
- B. Where two or more kinds, types, brands, manufactures, or materials are named in these specifications, they are to be regarded as the required standard of quality and are presumed to be equal. The contractor may select one of these items or, if the contractor desires to use any kind, type, brand, manufacturer, or materials other than those named in the specifications, the contractor shall indicate in writing, when requested, and prior to the award of contract, what kind, type, brand, manufacturer or material is included in the base bid for the specified item.
- C. To be accepted as an equal, the equipment or material must fit the space available for it in the building. No item will be accepted as an equal if alterations of building structure or space are made necessary for a proposed product.
- D. If equipment or materials is accepted as an equal, the Contractor is required to make all necessary corrections to design, details, clearances, etc., add to, furnish and install all additional materials or items required, as determined by the Architect at no additional cost to the Owner.
- E. Refer to Section 01300 for submittal requirements.

1.5 DEFINITIONS

A. "OR EQUAL "

- 1. Wherever used in Contract Documents, the phrase "or equal" means that materials, components and equipment may be proposed for use in lieu of those named. They will be considered acceptable if, in the opinion of the Architect/Engineer, they will perform the functions imposed by the general design, if they meet the standards of the named items, and are submitted as herein specified.

B. SUBSTITUTIONS

- 1. Following the notification of award, the notified bidder may propose substitutions that in his opinion meet the standards of quality and/or performance criteria of the products identified on the Drawings or in the

SECTION 01250
SUBSTITUTION PROCEDURES

Specifications. Proposals are eligible to be considered for approval until five (5) calendar days after receipt of notification of award of contract.

- a. These requests for approval of proposed substitutions will be reviewed by the ARCHITECT/ENGINEER from successful bidders only.
2. Requests for approval of proposed substitutions after five (5) calendar days following receipt of notification of award of contract will be considered by the ARCHITECT/ENGINEER ONLY in the following cases:
 - a. The named product cannot be obtained because of strikes, lockouts, bankruptcies or discontinuance of manufacture and, the proposed equivalent is equal to the named product in the opinion of the ARCHITECT/ENGINEER and, the use of the proposed equivalent, in the opinion of the ARCHITECT/ENGINEER, is appropriate to the project.
3. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:
 - a. Revisions to Contract Documents requested by the Owner, Construction Manager or Architect/Engineer and approved by the Architect/Engineer.
 - b. Specified options of products and construction methods included in Contract Documents.

1.6 SUBSTITUTION REQUEST SUBMITTAL

- A. Requests for substitution will be considered if received in a timely manner allowing adequate duration for processing and review so as not to delay any portion of the Project, and no later than 5 days, after Notice of Award of Contract. Requests received more than 5 days after award of Contract may be considered or rejected at the discretion of the Architect/Engineer and Construction Manager and shall be submitted as follows:
 1. Submit the required number of each request for substitution for consideration.
 2. Identify the date of request for substitution and Contract(s) involved. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information as appropriate:
 - a. Product Data, including Drawing and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the Contractor's construction schedule compared to the schedule without approval of the substitution.
 - f. Accurate cost data on proposed substitution in comparison with product or method specified.
 - g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
 - h. Name and address of similar projects on which product was used and date of installation.
- B. The Architect/Engineer will review the request for substitution and notify the Construction Manager who will then notify Contractor of acceptance or rejection of the proposed substitution.

SECTION 01250
SUBSTITUTION PROCEDURES

1.7 CONDITIONS FOR SUBSTITUTIONS

- A. The Contractor's substitution request may be received and considered by the Architect/Engineer when the following conditions are satisfied, as determined by the Architect/Engineer; otherwise requests will be returned without action except to record non-compliance with these requirements.
1. Revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The equipment or material must fit the space available for it in the building. No item will be considered if alteration of building structure or space is made necessary by a proposed substitution.
 6. If a substitution of material or any equipment item is accepted, the Contractor is required to make all necessary corrections to details, clearances, etc., add to, furnish and install all additional materials or items required by the substitution, as determined by the Architect at no additional cost to the Owner.
 7. If requested substitutions provides specified warranty.
- B. In making request for substitution, Contractor represents:
1. That the Contractor has personally investigated the proposed substitute product and determined that it is equal to or superior in all respects to the specified project.
 2. That the Contractor will provide the same warranty for the substitution that is required for the specified product.
 3. Certifies that the substitution will not result in a cost disadvantage to the Owner; that all cost data presented is complete and that the Contractor waives all claims for additional costs related to the substitution which * subsequently become apparent.
 4. Will coordinate the installation of the substitution, if accepted, making such changes as may be required to make the work complete in all respects.
 5. Contractor requesting substitution shall bear additional costs to all parties due to his substitution including Architect/Engineer redesigns and costs' associated but under separate contract.
- C. The Contractor's submittal and Architect/Engineer's acceptance of shop drawings, product data or samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

END OF SECTION

SECTION 01290 – PAYMENT PROCEDURES

IMPORTANT NOTICE

The following document, PAYMENT PROCEDURES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where work is in progress.

1.2 SUMMARY

- A. This section covers the requirements and procedures for the schedule of values and applications for payment.

1.3 DESCRIPTION

- A. Submit the Schedule of Values to the Construction Manager, within ten (10) day of Award of Contract for review and approval.
- B. The Schedule of Values shall be the basis of Contractor's Application for Payment.

1.4 FORM OF SUBMITTAL

- A. Submit typewritten Schedule of Values on AIA Documents G702/CMA and G703.
- B. Provide dollar values for labor and material for each category of work, broken out by each location, per building and SED number, addition and renovation, wing, area, floor, etc.
- C. Refer to Example found in Section 00852 – Project Forms and Documents.

1.5 PREPARING SCHEDULE OF VALUES

- A. Itemize separate line item cost for each of following general cost items.
 - 1. Performance and Payment Bonds
 - 2. Project Insurance
 - 3. Mobilization (Total cost not to exceed 0.005% of total contract value)
 - 4. Demobilization
 - 5. Field Supervision (Total cost paid equally on a monthly basis based on duration of project)
 - 6. Surveys and Layout
 - 7. Temporary Facilities
 - 8. Project Meetings
 - 9. Project Safety
 - 10. Cleaning-Up (Daily) (Total cost paid equally on a monthly basis based on duration of project)
 - 11. Mock Ups and Samples
 - 12. Coordination Drawings
 - 13. Submittals and Shop Drawings
 - 14. Operations and Maintenance Manual (including construction record drawings)
 - 15. As-Built Drawings
 - 16. Testing & Commissioning
 - 17. Training
 - 18. Project Close-Out. An amount of at least one percent (1%) of the Contract value shall be carried for this line item, but not less than \$25,000.
 - 19. Warranties
 - 20. Punchlist
 - 21. Each Allowance associated with the Contract
 - 22. Each Alternate accepted

SECTION 01290
PAYMENT PROCEDURES

23. Each Change Order as it is issued

B. Show total costs including overhead and profit.

1.6 REVIEW AND RESUBMITTAL

A. After review by Construction Manager, revise and resubmit Schedule of Values, as needed.

B. First Application for Payment will not be approved until Construction Manager and/or Architect approves Schedule of Value format.

1.7 REQUIREMENTS AND SUBMITTAL PROCEDURE

A. Labor Rate Breakdown

1. For each Labor Classification employed or for which employment is anticipated, submit a detailed breakdown of the components of the Total Hourly Rate on the form in section 00852 "Project Forms and Documents". Prime Contractors shall also secure and submit an hourly labor rate breakdown for each of the Subcontractor's classifications contracted with the Prime Contractor.
2. Furnish separate pages for each time period for which labor rates are effective.
3. Calculations on the labor rate breakdown shall reflect actual costs and shall be in accordance with Contract Requirements. Hourly Rates shown on the Labor Rate Breakdown shall be the basis upon which changes for approved time and material Work is charged.

B. Submit Approved Applications for Payment to the Construction Manager by the last day of each month.

1. Draft copies shall typically be received by the 20th of each month or by the dates provided on the Payment Application Schedule (see Specification Section 00852) for review and approval by the Bovis Construction Project Manager/Superintendent prior to formal submission.
2. Applications shall reflect an accurate projection of work, which the Contractors anticipate will be completed through the end of each month, as agreed to by Bovis and the Architect/Engineer.

C. With permission of the Construction Manager, stored materials can be billed for in the monthly payment application at invoice cost. No Overhead & Profit will be allowed on stored materials. Contractors will be allowed to bill for the Overhead & Profit, once the stored material is incorporated into the project. Invoices for material stored must be provided with the Monthly Application for Payment when billing for stored materials. This is a requirement for materials stored on or offsite. Materials stored off site must have a certificate of insurance for said material stored offsite at a particular location. The Construction Manager may request photos be provided of materials being stored off site to verify materials are marked for this project.

D. Billing for change work will only be authorized once the work is complete and an Allowance Authorization document has been issued or a Change Order has been fully executed by all parties.

1.8 FORMAT AND DATA REQUIRED

A. All amounts shall be rounded to WHOLE DOLLARS on the Application form.

B. All substantiating data and attachments required by the Contract Documents shall accompany each Application for Payment upon submission in the form required by the Construction Manager.

1. Substantiating Data for Applications for progress payments include, but are not limited to, the following requirements:
 - a. Affidavit and Waiver of Lien* on the form in section 00852.
Forms indicated thus (*) are for the previous month's application and are therefore to be

SECTION 01290
PAYMENT PROCEDURES

submitted with every Application through and including the latest pay period prior to the date of submittal of the Application.

- b. Two (2) Copies of Certified Payrolls on standard New York Department of Labor forms.
 - c. Invoices for stored material.
- C. When the Construction Manager requires additional substantiating data, Contractors shall promptly submit suitable information with a cover letter.
- D. Payments will not be allowed on work items without approved Submittals.
- E. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment to the Construction Manager. All copies shall be complete, including waivers of lien and similar attachments.

1.9 FINAL APPLICATION FOR PAYMENT

- A. Completion of all Work includes completion of all items noted on all Punch Lists, which have been forwarded to the Contractors.
- B. Upon final completion of all work, Contractors may submit an Application for Final Payment, which shall include:
 - 1. Executed "Final Release" (Final Waiver of Claims and Liens and Release of Rights).
 - 2. Contractor's Affidavit Of payment Of Debt And Claims, AIA Document G706.
 - 3. Contractor's Affidavit Of Release Of Liens, AIA Document G706A.
 - 4. Executed "Final Release from Subcontractor or Supplier" from each Subcontractor and Supplier written on the form in section 00852.
 - 5. Executed "Consent of Surety Company to Final Payment"(AIA Document G707), if applicable.
- C. Full and Final Payment will not be made until the following have been supplied, approved and accepted by the Owner, Bovis and the Architect/Engineer.
 - 1. One (1) year written warranty.
 - 2. Current certificate of insurance to coincide with the warranty period.
 - 3. The required number of copies of all written guarantees, warranties, operating and maintenance manuals, and test results.
 - 4. Documentation that all verbal and written instructions and instruction sessions required by the Contract have been completed.
 - 5. The required number of copies of all Project Record Documents including "As-built" drawings, approved Shop Drawings and Product Data.
 - 6. All materials and equipment required as stock.
 - 7. Any other requirement of the Contract Documents which is outstanding.

1.10 REQUISITIONING INSTRUCTIONS

- A. Any requisitions submitted using other forms than those found in Section 00852 will be returned. Submission of all required forms is a condition precedent to payment.
- B. The Partial Waiver of Lien is to be for the current requisition and the Affidavit of Payments is to be for the previous requisitions and is to be submitted starting with the second requisition. The Final Waiver of Lien is to accompany the final requisition.
- C. All insurance certificates and bonds must be submitted and approved in accordance with the contract requirements prior to submitting or processing of requisitions. NO PAYMENTS WILL BE MADE UNTIL SATISFACTORY INSURANCE CERTIFICATES AND BONDS ARE RECEIVED.

**SECTION 01290
PAYMENT PROCEDURES**

- D. Requisitions are to be submitted according to the Payment Application Schedule (see Specification Section 00852) and shall reflect work anticipated to be completed by the end of the month. Requisitions submitted after the dates shown on the Payment Application Schedule may not be processed until the following month. Once an amount has been approved for payment, no further monies can be approved until a new requisition has been received. Until final payment has been made on a contract, requisitions should be submitted each month.
- E. Application for Payment
 - 1. This schedule includes the following:
 - a. The figures under the Contract, Change Orders, and Value of Work Completed are the totals and should be indicated on a summary page.
 - b. Deductions include retained percentage and amount as per the contract, total payments received by the date of the requisition and back-charge totals to date.
 - c. The balance due for payment at this request is the value of the work completed less deductions.
- F. Time and Material work is handled by the issuance of Change Orders or authorized against the Allowance and can be processed only upon completion of the Rate Sheets for each labor category in conformance with the Contract.
- G. Field tickets are to be submitted to the Bovis Superintendent. Contractor must obtain the written approval of the Superintendent for all field tickets. Field tickets without the Superintendent's approval will not be processed.
- H. Invoices are to be submitted to the Construction Manager for issuance of a Change Order or Allowance authorization with a copy of the approved field ticket.

END OF SECTION

SECTION 01300 - SUBMITTALS**PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Procedures for submittals.
2. Requirements for shop drawings, product data, and samples.
3. Requirements for coordination drawings.
4. Requirements for delegated design submittals.
5. Requirements for schedule of values.

1.02 REFERENCES

- A. Refer to Article 3.12 and Article 4.2, Paragraph 4.2.7, of General Conditions for additional requirements and information concerning submittals.

1.03 PROCEDURES**A. Responsibilities**

1. Prime Contractor:
 - a. Review, stamp, and sign submittals prior to submission to Architect.
 - b. Verify field measurements, field construction criteria, catalog numbers, and similar data.
 - c. Coordinate each submittal with the Project requirements and Contract Documents.
 - d. At the time of submission, notify the Architect in writing of all deviations in submittals from the Contract Document requirements.
 - e. After the Architect's review, make and distribute copies of the submittals with the Architect's stamp and signature to the other Prime Contractors, local government officials, and other parties requiring copies for coordination.
 - f. Prepare or review and annotate Coordination Drawings specified below.
2. Architect:
 - a. Review submittals in accordance with provisions of General Conditions.
 - b. Stamp and initial or sign accepted submittals, and return accepted submittals to the Prime Contractor for distribution.

B. Submission Requirements

1. Number of Copies:
 - a. Product Data: 6 copies.
 - b. Drawings: 1 reproducible and 5 opaque prints.
 - c. Samples: As specified in applicable technical section.
2. Transmittal Letter - Accompanies each set of submittals and contain following:
 - a. Date of submission.
 - b. Architect's project title and number.
 - c. Prime Contractor's name, address, and telephone number.
 - d. List of submittals included in set.

- e. Notification of presence of deviation from Contract Documents (if any) within submittals included in submission.
- f. Additional pertinent data or messages.

3. Submittal Cover Sheet – See Attachment # 1 of this Section 01300

- a. Provide Cover Sheet for only one type of item with related accessories, equipment and related components.
- b. DO NOT COMBINE unrelated items under the same Submittal Cover Sheet
- c. The following lines items on the Submittal Cover Sheet MUST BE COMPLETED:
 - (1) Contractor name
 - (2) Submittal Date
 - (3) Specification Section number
 - (4) Thomas A/E number
 - (5) Name of Product
 - (6) Name of manufacturer
 - (7) Subcontractor (If applicable)
 - (8) Supplier
 - (9) Relationship to structure (Where is it being installed in the building)
 - (10) Room Name, Room number where the item is being used
 - (11) On what Contract drawing number is it shown
 - (12) Deviation from Contract Documents. (If not as specified)
 - (13) Contractor Comments (Any pertinent information to expedite approval)
 - (14) Prime Contractors Stamp and signature.

4. Clearly indicate field dimensions on each submittal.

5. As-Specified Verification Form: Where specifically noted in an individual Technical Specification Section, "As-Specified Verification Form" (Attachment #2 to this Section 01300) may be submitted in lieu of specified submittals in accordance with provisions included in the "Submittals" article of the Technical Specification Section.

- a. Do not submit "As-Specified Verification Form" if Technical Section does not specifically indicate this form may be used.

C. Submittal Distribution

- 1. Distribute only copies of submittals bearing the Architect's acceptance stamp and the signature of the applicable Prime Contractor.
- 2. Product Data and Drawings (specified in "Number of Copies" subparagraph in "Submission Requirements" paragraph above):
 - a. Prime Contractor submits to Architect:
 - (1) 5 copies of Product Data
 - (2) 4 opaque prints of Drawings
 - (3) 1 reproducible print of Drawings.
 - (4) Contractor to submit (1) copy of product data and (1) copy of opaque prints of Drawings to the Construction Manager at the same time submission is sent to the Architect for document tracking purposes.

- b. Architect:
 - (1) Retain:
 - (a) 2 copies of reviewed Product Data
 - (b) 2 opaque prints of reviewed Drawings
 - (2) Forward to Prime Contractor:
 - (a) 1 copy of reviewed Product Data
 - (b) 1 reproducible copy of reviewed Drawings.
 - (3) Forwards to Construction Manager:
 - (a) 2 copies of reviewed Product Data
 - (b) 2 opaque copies of reviewed Drawings.
- 3. Additional Copies of Product Data and Drawings (by Prime Contractor making submission): Prepare and distribute additional copies of Product Data and Drawing submittals bearing Architect's acceptance stamp and distribute as follows:
 - a. Insert 2 copies in Operations and Maintenance Manuals specified in SECTION 01781 Operation and Maintenance Data / Demonstration and Training.
 - b. Subcontractors as required for coordination, including subcontractors of other Prime Contractors.
 - c. Material and equipment suppliers and fabricators as required, including suppliers and fabricators of other Prime Contractors as required for coordination.
 - d. Record documents specified in General and Supplementary Conditions.
 - e. Other Prime Contractors or separate contractors (as defined in General Conditions) as required for coordination. .
 - f. Owner's Testing Agency.
- 4. Samples: As directed by the Architect.
- D. Timing Requirements: Do not start, fabricate, or install any portion of the Work for which submittals are required until accepted submittals have been returned to the Prime Contractor.
 - 1. Submittals Schedule: Prepare and submit with the initial submission of the Contractor's Construction Schedule specified in SECTION 01320 - Construction Schedules, a separate schedule for submittal of shop drawings, product data, and sample submittals. Include an item for each submittal indicating the related Project Manual section number, the description of the item being submitted, the nature of the submittal (i.e. shop drawings, product data, sample, or other), and the planned date for the submission.
- E. Resubmission Requirements: When the Architect rejects the initial submittals, submit the revised submittals in accordance with specified requirements for initial submittals.
 - 1. Shop drawings: Revise the initial submittals drawings as required and clearly indicate the changes made.
- F. Contractor's Construction Schedule Submittals
 - 1. Each Prime Contractor shall prepare a Construction Schedule in accordance with, and as specified in SECTION 01320 Construction Schedules for entire amount of Work in his Prime Contract.

1.04 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. In addition to requirements specified in Article 3.12 of General Conditions, comply with the following requirements as applicable.
- B. Shop Drawings: Submit drawings in the form specified "Submission Requirements" above; photographic reproductions of Contract Documents will not be acceptable.
 - 1. Sheet Size: Multiple of 8-1/2inches x 11inches sheet, not to exceed the size of the Contract Drawings when unfolded.
 - 2. Identify all details by reference to the sheet and detail designations used in the Contract Documents.
- C. Product Data - Comply with the following requirements:
 - 1. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
 - a. Clearly mark each copy to identify the applicable materials, products, models, or similar information.
 - b. Show all dimensions and clearances required.
 - c. Show the performance characteristics and capacities.
 - 2. Manufacturer's standard schematic drawings.
 - a. Modify the drawings to delete information not applicable to this Project.
 - b. Supplement standard drawings to provide additional information applicable to this Project.
- D. Office Samples: Provide samples of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics or product or material, including related parts and methods of attachment as applicable.
 - 2. Full range of colors as specified in applicable Project Manual section.
- E. Field Samples: Erect field samples and the mock-ups specified in the Project Manual sections on the Project site as directed by the Architect, unless otherwise specified. Include in the field samples and mock-ups, construction by all trades required in finished work, unless otherwise specified.

1.05 COORDINATION DRAWINGS

- A. Prime Contractors: Obtain Coordination Drawings before beginning construction and prepare revisions to the Coordination Drawings showing the components and work of the applicable Prime Contract and indicating the resolution of conflicts with the construction of the other Prime Contracts as shown in the Contract Documents.
 - 1. Processing of Coordination Drawings - Receive, revise and deliver the Coordination Drawings initially prepared by the General Work Prime Contractor according to the following sequence as applicable to the Project:
 - a. General Work Prime Contract
 - b. Electrical Work Prime Contract
 - c. Site Work Prime Contract.
 - d. Technology Work Prime Contract.

2. Identify in the revisions to the Coordination Drawings all the components and work of the applicable Prime Contract that require coordination with the building systems or present potential interference with existing construction or construction provided by another contractor. Examples of these components and work include (but are not limited to):
 - a. Systems located above the ceilings or integrated into the ceiling system such as lighting, cable trays, electrical conduits, access doors, etc.
 - b. Equipment items and systems installed on roofs requiring roof penetrations, etc.

B. Resolution of Conflicts and Interferences

1. Each Prime Contractor: Reposition the proposed locations of components and equipment in the applicable Prime Contract after review of the Coordination Drawings. Adjust the exact size, location and offsets of components to achieve reasonable appearance objectives in open areas without ceilings without an increase in Contract Sum.
 - a. Notify all affected Prime Contractors in the case of unresolved interferences or conflicts prior to installation of construction. Schedule meetings and take other measures to resolve interferences or conflicts and revising applicable Coordination Drawings as required. Reprocess revised Coordination Drawings in accordance with "Processing of Coordination Drawings" above to ensure all Prime Contractors are aware of the revisions in the Coordination Drawings.
 - b. Submit copies of revised Coordination Drawings to the Owner and Architect for information.
2. Do not proceed with the installation of components in each Prime Contract in each area until an agreement is reached with all Prime Contractors on the exact arrangements for each room or area, unless otherwise directed by Owner's Representative or Architect.
 - a. If any Prime Contractor proceeds prior to resolving conflicts, that Prime Contractor shall modify their installed construction as required to permit the other Prime Contractors to proceed with coordinated installation.

1.06 DELEGATED DESIGN SUBMITTALS

- A. In addition to the requirements specified in Article 3.12.10 of the General Conditions, comply with the following requirements as applicable.
- B. Submit drawings, product data, samples, performance and design criteria, calculations, and other information required to fully describe the design of components as specified in applicable Technical Specification Section, including additional submittal requirements specified in the applicable Technical Section.
- C. Complete the cover sheet shown in Attachment #3 of this Section 01300, and attach to each submittal of delegated design data.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION

CONTRACTOR: _____

SUBMITTAL DATE ____ / ____ / ____

Check following as applicable:
First Submission
Re-submission

ARCHITECT: Thomas Associates Architects + Engineers.

PROJECT IDENTIFICATION

Architect's
Project No.: 6627
Proj. Name: Reconstruction and Alterations to
Warsaw E.S., Warsaw Middle/High School, Barn Annex
Location: Warsaw Central School District

PRODUCT IDENTIFICATION

Specification
Section No. _____

A/E Submittal No. _____

Name of
Product: _____

Name of
Manufacturer: _____

SUBCONTRACTOR

SUPPLIER

RELATIONSHIP TO STRUCTURE

Building
Name _____

(Room #) _____ (Room Name) _____
Contract Drawing No.: _____

RESERVED FOR USE BY THOMAS ASSOCIATES

DEVIATION FROM CONTRACT DOCUMENTS: _____

CONTRACTOR COMMENTS: _____

ARCHITECT'S COMMENTS: _____

PRIME CONTRACTORS STAMP

CONTRACTOR'S CERTIFICATION

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND
APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH
ARTICLE 3.12 OF THE GENERAL CONDITIONS.

BY _____ Date _____

CONSTRUCTION MANAGER'S CERTIFICATION

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND
APPROVED BY THE CONSTRUCTION MANAGER IN
ACCORDANCE WITH ARTICLE 3.12 OF THE GENERAL
CONDITIONS.

BY _____ Date _____



Thomas Associates
Architects + Engineers

As-Specified Verification Form

Project Number: 6627
(as shown on Project Manual)

Project Title: Reconstruction and Alterations to Warsaw E.S., Warsaw Middle/High School
and Barn Annes
(as shown on Project Manual)

Technical
Specification Section: _____
(Include Section Number and Title as shown in Project Manual)

A/E Submittal No.: _____

Specified Product: _____
(Include manufacturer=s name and product designation)

The undersigned, hereinafter called the Contractor, hereby warrants that the Specified Product listed above will be incorporated into the Project in accordance with requirements specified in the Technical Specification Section identified above without modification or alteration.

By acceptance of this form, Thomas Associates Architects + Engineers (hereinafter called Thomas), agrees that submittals identified in the Technical Specification Section identified above are not required, unless otherwise stated in the Submittals article in the Technical Specification Section.

Note: The Contractor is advised that use of this As-Specified Verification Form does not relieve the Contractor from providing all information required in SECTION 01700 - Contract Closeout of the Project Manual or from complying with requirements of Article 3 of General Conditions as amended by Supplementary Conditions.

RESERVED FOR USE BY THOMAS ASSOCIATES

(Name of Contractor)

(Authorized Signature)

(Title of Signatory)

(Date)

DELEGATED DESIGN SUBMITTAL

CONTRACTOR: _____

DESIGN PROFESSIONAL: _____

ARCHITECT: Thomas Associates Architects + Engineers

SUBMITTAL DATE ____ / ____ / ____

Check following as applicable:
First Submission
Re-submission

PROJECT IDENTIFICATION

Architect's
Project No.: 6627
Proj. Name: Reconstruction and Alterations to
Warsaw E.S., Warsaw Middle/High School, Barn Annex
Location: Warsaw Central School District

PRODUCT IDENTIFICATION

Specification
Section No. _____

A/E Submittal No.: _____
Name of
Product: _____

Name of
Manufacturer: _____

SUBCONTRACTOR

SUPPLIER

RELATIONSHIP TO STRUCTURE

Building
Name _____

(Room #) (Room Name)
Contract Drawing No.: _____

DEVIATION FROM CONTRACT DOCUMENTS

RESERVED FOR USE BY THOMAS ASSOCIATES

DESIGN PROFESSIONAL'S COMMENTS: _____

CONTRACTOR COMMENTS: _____

ARCHITECT'S COMMENTS: _____

PRIME CONTRACTORS STAMP

DESIGN PROFESSIONAL'S CERTIFICATION

I certify that I am a design professional currently licensed in New York State and confirm my responsibility for work included in this submittal in accordance with Article 3.12.10 of the General Conditions. Further, I certify that to the best of his knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention And Building Code, the State Energy Conservation Construction Code and construction standards of the education department.

BY _____

CONTRACTOR'S CERTIFICATION

I certify that this submittal has been reviewed and approved by the contractor in accordance with Article 3.12 of the General Conditions.

BY _____

SECTION 01310 – PROJECT COORDINATION

IMPORTANT NOTICE

The following document, PROJECT COORDINATION, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific trade contractor for example, refer to sections 01100 and 01500.

1.3 GENERAL PROJECT COORDINATION

- A. Coordination: Each contractor shall coordinate all aspects of their construction operations with the work of other contractors and entities to ensure orderly installation of the work while achieving the highest standard of quality and meeting all scheduled milestones.
 - 1. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 2. Make provisions to accommodate items scheduled for later installation.
 - 3. Each Prime Contractor shall provide all rough opening dimensions, sleeves etc. required to install their work in new masonry, concrete, roofs, walls, floors, ceilings, excavations, etc. that is being installed by other Prime Contractors. Each Prime Contractor shall coordinate these locations, their sequence of installation in the work and have the necessary materials on site when needed for installation. Each Prime Contractor shall be responsible for any additional costs associated with their failure to provide this information to another contractor or not having their materials on site and ready to install for the scheduled work.
 - 4. Any opening/s, sleeves etc. required in existing construction for the work shall be provided by the contract that requires it. This work must be performed in a manner consistent with common industry standards. The contractor that required the penetration shall also provide any required firesafing and or smoke seals.
 - 5. Schedule work and cooperate with others to avoid delays, interferences, and unnecessary work, conforming to the construction schedule.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work.
- D. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- E. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

1.4 SURVEY AND RECORDS

- A. General: The Site Contractor shall extend lines and grades from benchmarks provided on the contract documents as necessary to perform the work at the Warsaw CSD buildings and grounds and properly locate each element for this Project. Each Prime Contractor shall calculate, measure required dimensions, and locate its work in conjunction with these benchmarks as well as the lines and grades extended by the Site Contractor. Drawings shall not be scaled to determine dimensions.
- B. Procedure: Prior to proceeding with installation of new work, each Prime Contractor shall verify the work of their contract will meet the design intent using the established benchmarks shown on the contract documents as well as lines and grades extended by the Site Contractor. Promptly advise the Architect by RFI of deviations found to be exceeding recognized tolerances. As work proceeds, each Prime Contractor shall check every major element of their work for line, level and plumb. The Owner will not pay any costs for additional work resulting from not following these procedures. Each Prime Contractor shall record deviations on their Project Record Drawings.

END OF SECTION

SECTION 01312 – PROJECT MEETINGS

IMPORTANT NOTICE

The following document, PROJECT MEETINGS, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Each Contractor shall participate in all project meetings in order to facilitate coordination between trades.

1.3 DESCRIPTION

- A. Construction Manager shall schedule and administer project meetings.
- B. Architect/Engineer and Owner may attend meetings.

1.4 PRE-CONSTRUCTION MEETING

- A. Schedule within fifteen (15) days after verbal award of Contracts.
- B. Attendance:
 - 1. Construction Manager
 - 2. Architect/Engineer
 - 3. Contractor and pertinent Subcontractors
 - 4. Owner's Representative
- C. Minimum Agenda:
 - 1. Introduction and sign in of attendees.
 - 2. Contractor to submit:
 - a. List of major Subcontractors and Suppliers.
 - b. Tentative procurement and construction schedule.
 - c. Staff names.
 - d. Preliminary Submittal Schedule.
 - e. Labor Rate Sheet: Provide for each trade classification of Prime Contract workforce on form per Section 00852 "Project Forms and Documents."
 - 3. Construction Manager to provide overview of projected construction milestones and schedules.
 - 4. Designation of responsible personnel for coordination of work between Contractors.
 - 5. Safety and job rules.
 - 6. Change Orders: Overhead and profit markups.
 - 7. Distribution of Contract Documents.
 - 8. Shop drawing, product data, and samples.
 - 9. Record Documents.
 - 10. Use of premises:
 - a. Field office and storage area.
 - b. Owner's requirements.
 - c. Identification badges.
 - d. Working hours.
 - e. Telephone use.
 - 11. Project Orientation.
 - 12. Project Safety requirements and training.
 - 13. Distribution of Contract Documents.
 - 14. Major equipment deliveries and priorities.
 - 15. Coordination Drawings.

16. Clean-up procedures.
17. Location and time for progress meetings.

1.5 PREINSTALLATION CONFERENCES

- A. Construction Manager shall conduct pre-installation conferences at Project site before each construction activity that requires coordination with other construction and as identified in individual specification Sections as follows but not limited to:
 1. Section 02300 – Earthwork
 2. Section 02791 – Synthetic Grass Systems
 3. Section 03310 – Structural Concrete
 4. Section 05120 – Structural Steel
 5. Section 05210 – Steel Joists
 6. Section 07310 – Roof Shingles
 7. Section 07540 – Thermoplastic Membrane Roofing
 8. Section 13280 – Asbestos Removal
 9. Section 18793 – Integrated Security Management System
- B. Attendees: Prime Contractor, Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Construction Manager shall advise Architect of scheduled meeting dates.
- C. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 1. Deliveries.
 2. Possible conflicts including compatibility problems.
 3. Conformance with Construction Manager's Project construction schedule.
 4. Projected weather limitations.
 5. Manufacturer's written recommendations.
 6. Warranty requirements and manufacturers inspection notification.
 7. Acceptability of substrates.
 8. Testing and inspecting requirements, if any.
- D. Construction Manager: Record significant conference discussions, agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five (5) days of the meeting.
 1. Do not proceed with installation if Conference is not successfully concluded. Construction Manager shall initiate required actions to resolve impediments to performance of Work and reconvene the Conference at the earliest date feasible.

1.6 PROGRESS MEETINGS

- A. Schedule for regular weekly Foreman Meetings will be set up at the Pre-Construction Meeting.
- B. Schedule for regular bi-weekly Project Manager and Architect Meetings will be set up at the Pre-Construction Meeting.
- C. Attendance:
 1. Construction Manager
 2. Contractors' Project Superintendent
 3. Contractors' Project Manager
 4. Subcontractors pertinent to agenda
 5. Architect and Engineer
 6. Owner's Representative

**SECTION 01312
PROJECT MEETINGS**

- D. Minimum Agenda:
1. Review of Safety issues.
 2. Review minutes of previous meeting.
 3. Review and note field observations, problems, and decisions.
 4. Identify present problems and necessary resolutions.
 5. Contractors' shall provide two week look ahead schedules to be reviewed in conjunction with the project master schedule.
 6. Review status of shop drawings and submittals.
 7. Product procurement & deliveries.
 8. Status of RFI's.
 9. Coordinate occupancy arrangements and access requirements with Owner as required.
 10. Status of Change Events.
 11. Owner issues.
 12. Architect & Engineers issues.
 13. Open Discussion.
 14. Location and time for next meeting.
- E. Contractors are required to attend Progress Meetings. Unexcused absences from Progress Meetings will result in a deduct Change Order in the amount of \$150.00 for each absence. Meeting attendees shall have the authority to make decisions on behalf of the firm they represent.

1.7 OTHER MEETINGS

- A. Pre-demolition Conference.
- B. Incident & Injury Free (IIF) Supervisory Skills Meetings – Refer to Specification 01350 for additional information.
- C. Foremen's Meetings as required by Construction Managers Superintendent
- D. Health and Safety Committee Meetings (Each Prime Contractor): In accordance with Section 155.5 (c)(2) of 8NYCRR 155 Educational Facilities, each prime contractor shall provide representative of Prime Contractor to participate in all meetings of School District Health and Safety Committee during this project. Coordinate with Owner to determine specific meeting schedule.

1.8 PERSONNEL

- A. Supervision: Each Prime Contractor's project manager and field superintendent throughout project duration shall have five years experience minimum in the proposed position.
1. Two (2) years minimum of the five (5) years experience for position shall be with Prime Contractor's firm.
- B. Should in the opinion of the Construction Manager, Architect or Owner, the project manager, superintendent or other Contractor's employees or subcontractor personnel prove unqualified for their position at any point in the project, the Construction manager shall issue a letter stating that the person is to be removed from involvement in the project.
1. Action must be made by Prime Contractor within seven working days of receipt of such letter.
- C. Staff Names: At Preconstruction conference each Prime Contractor shall submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities. List business addresses and telephone numbers, including business office, field office, cellular, and facsimile. Each prime contractor shall submit a list of emergency contact names and phone numbers.
1. Post copies in Project meeting room, each temporary field office and at each temporary telephone. Provide corresponding identification badge number for each staff listed.

END OF SECTION

SECTION 01320 – CONSTRUCTION SCHEDULES

IMPORTANT NOTICE

The following document, CONSTRUCTION SCHEDULES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section addresses the requirements of construction schedules.

1.3 DESCRIPTION

- A. All Prime Contractors are required to submit a schedule based on the milestone dates in the following schedule to the Construction Manager for review and comments no later than ten (10) days after Notice to Proceed for the Work is issued.
- B. Each Prime Contractor shall prepare an Overall Project Schedule for the project. All schedules submitted must be neat, legible, and reproducible. Contractors Overall Project Schedule shall be submitted on a full size print and in electronic format. Schedules are subject to the review and acceptance of Construction Manager.
- C. Construction Manager shall approve or request modification of schedule submittals and work with the Contractor to achieve overall project goals. Construction Manager will establish and update a master project schedule based upon approved schedule submittals.
- D. Each Prime Contractor is to review the approved schedule throughout the project and attempt to resolve any conflicts. Unresolved conflicts, or any problem that may affect overall project goals, shall be immediately brought to the attention of the Construction Manager.
- E. Two-week look ahead schedules shall be prepared weekly by each Prime Contractor and shall correlate with the overall Project Schedule. These plans are to be submitted to the Construction Manager two (2) working days prior to the scheduled site progress meetings. Two-week look ahead schedules shall be submitted on contractor's own forms subject to Construction Manager's review and approval. Construction Manager will review these plans and publish same, as approved, to other Prime Contractors.
- F. Contractors shall provide a Recovery Schedule as requested by the Construction Manager and provide all labor force necessary, including overtime, to recover any lost time in the Schedule.

1.4 PROJECT SCHEDULE DESCRIPTIONS

- A. Each Prime Contractor's initial Overall Project Schedule shall be based upon and respond to overall project objectives and information available to the Contractor through direct observation, research and examination of project documents, and discussions with Construction Manager. This initial schedule shall be submitted within ten (10) days of Notice to Proceed. Each Prime Contractor shall indicate significant events such as submittals, shop drawings, material ordering, fabrication, delivery, coordination precedents, installation, testing, and turnover by area or system as agreed with Construction Manager. Points of interface between Subcontractors and other Prime Contractors, prerequisite work, durations, milestones and overall project objectives shall be detailed. Once approved by Construction Manager, the schedule shall be considered the Master Project Schedule, signed off by all trades, and will be updated bi-weekly by the Construction Manager.
- B. Construction Manager's Master Project Schedule will be based upon project objectives and each Prime Contractors' approved schedules as described above. Weekly reviews of the Master Schedule will be held with the Prime Contractor's throughout the duration of the project. Each Prime Contractor shall participate in developing, implementing, updating and maintaining the master schedule. In addition each Prime Contractor is to review the approved Project

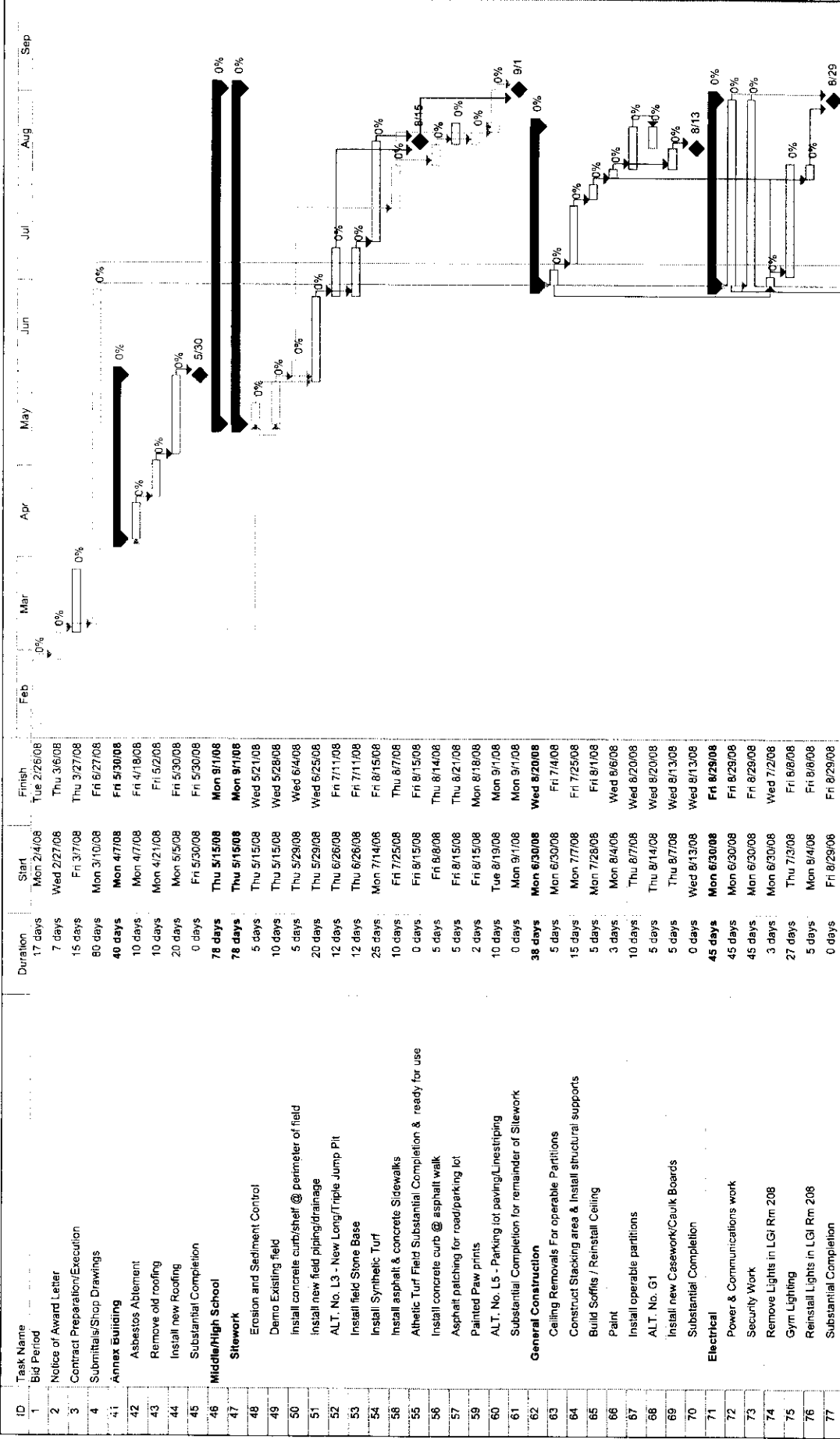
**SECTION 01320
CONSTRUCTION SCHEDULES**

Schedule and attempt to identify conflicts with other trades. Conflicts, or any problem that may affect overall project goals, shall be immediately brought to the attention of Construction Manager.

- C. Integrate delivery dates of critical items of materials and equipment into the schedule. Each Prime Contractor shall keep the Construction Manager apprised of the status of shipping dates, shipments and deliveries throughout the project. Each Prime Contractor shall communicate with suppliers as necessary to assure compliance and shall be responsible for notifying the Construction Manager of changes in delivery dates, which affect the progress of the project. Contractors must take all steps to ensure that materials are delivered to the project when required by the schedule. All costs associated with material delays shall be borne by the Contractor responsible for the delay.
- D. All Contractors shall cooperate with each other in the installation and construction of each Contractor's work and in such manner as the Owner or Construction Manager may direct. All Contractors shall control and coordinate the work of their subcontractors. The Owner or Construction Manager may request the modification of the work schedules of individual contractors so the whole project progresses as one unit. The award of more than one Contract for the Project requires sequential or otherwise interrelated contractor operations, and may involve delays in the progress of any individual Contractor's work. Accordingly, the Owner and/or the Construction Manager cannot guarantee the unimpeded operations of any Contractor. Each Contractor acknowledges these conditions caused by the presence or operations of other Contractors engaged upon the Project.
- E. Contractor understands that time is of the essence and will provide sufficient manpower to successfully complete the contract work in accordance with the Project Schedule. The Owner will consider second shift work prior to the summer recess to further expedite the work as outlined in the Milestone Schedule. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the project.
- F. The Milestone Schedule that follows is to be used as the baseline for developing the Prime Contractors Schedule as noted in item "A" above.

END OF SECTION

Warsaw Elementary, Middle/High School and Annex Building Capital Project
Preliminary Project Schedule



Project Summary

External Tasks

External Milestone

Deadline

Baseline Milestone

Milestone

Summary Progress

Summary

Critical

Critical Split

Critical Progress

Task

Split

Task Progress

Baseline

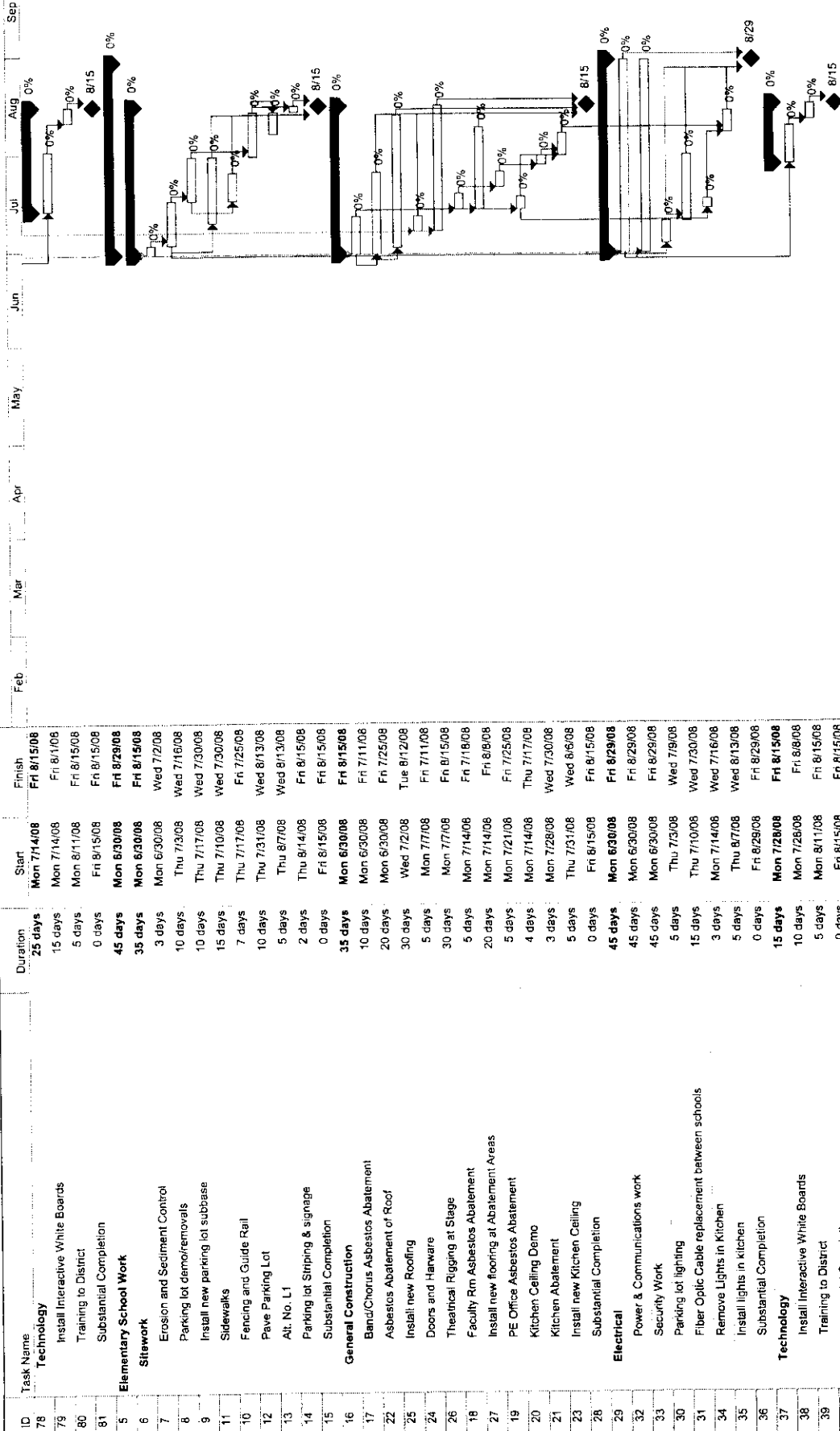
Baseline Split

Project: Warsaw Schedule

Date: Mon 7/26/08

Page 1

Warsaw Elementary, Middle/High School and Annex Building Capital Project
Preliminary Project Schedule



Project: Warsaw Schedule
Date: Mon 1/28/08

Legend:

- Baseline Milestone
- Milestone
- Summary Progress
- Summary
- Task Progress
- Baseline
- Baseline Split
- Critical
- Critical Split
- Critical Progress
- Task
- Project Summary
- External Tasks
- External Milestone
- Deadline

SECTION 01340 – NYSED REQUIREMENTS

IMPORTANT NOTICE

The following document, NYSED REQUIREMENTS, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 DESCRIPTION

A. NYSED REGULATIONS / SCHOOL DISTRICT REGULATIONS

1. The occupied portion of any school building shall always comply with minimum requirements necessary to maintain a certificate of occupancy.
2. General safety and security standards for construction projects per NY State Education Department code Rule 155 shall be met by all Contractors.
 - a. All construction materials shall be stored in a safe and secure manner.
 - b. Fences around construction supplies or debris shall be maintained.
 - c. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - d. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
 - e. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.
3. Separation of construction areas from occupied spaces: Construction areas which are under the control of a Contractor and, therefore, not occupied by staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - a. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students, staff or public.
 - b. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
 - c. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. Buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
4. Prior to beginning construction or demolition, contractors shall submit a plan detailing how exiting required by the applicable building code will be maintained.
5. Prior to beginning construction or demolition, contractors shall submit a plan detailing how adequate ventilation will be maintained during construction.
6. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.

SECTION 01340
NYS ED REQUIREMENTS

7. All Contractors shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
8. All Contractors shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied. Contractor schedules are to include sufficient time for "off-gassing" of volatile organic compounds introduced during construction before occupancy is allowed, as part of meeting project schedule milestones.
9. All areas to be disturbed by renovation and demolition will be tested for Lead & Asbestos prior to the start of the project.
10. Lead:
 - a. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Any construction or maintenance operations which will disturb surfaces that contain lead will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines.
11. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. Whenever air clearance is required for an asbestos project, T.E.M. will be used for final air clearance.
 - a. Asbestos: 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; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). 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.
 - i. Asbestos Industrial Code Rule 56: Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied except as determined by AICR56 with proper isolation.
 - ii. Labor Rule 56 and AHERA both must be followed for asbestos projects in schools. Whenever air clearance is required by Labor Rule 56 or AHERA, TEM must be used for the final air clearance test.
 - iii. Labor Rule 56 addresses final air clearance for tall asbestos work including minor glove bag projects when there is a breaching containment. AHERA requires that TEM be used for final air clearance for work in schools, but does not speak to minor project air clearance.
 - iv. NOTE: It is NYS State Education Department's interpretation that the term "building" as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with a sealed non-combustible construction. The isolated portion of the building must contain exits, which do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.

**SECTION 01340
NYSed REQUIREMENTS**

12. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.
13. Use of shipping containers as material storage facilities shall be readily operable from the egress side of the door without the use of a key or special knowledge or effort. Every container shall have a louver incorporated into one side. The louver shall be large enough to aid ventilation according to the materials stored inside.
14. Occupied spaces shall be protected against visual distraction due to construction activities.
15. All holes in floors and walls shall be sealed with a fire-resistive material. All contractors shall provide fire-resistive materials throughout the project in association with the work of their contract. All Contractors shall maintain proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems and all items shall be maintained throughout the project.
16. During construction, daily inspections of occupied areas shall be conducted by each Contractor's Superintendent to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.
17. All personnel involved with the construction project will be required to wear a Photo Identification Badge, when on the project jobsite. Any person related to the project, who does not have one of these photo identification badges, will not be allowed on site. The Owner will supply these badges at no cost to the Contractor. The badges will be made up at a designated location at the project site. All new personnel will report to this designated location upon arriving on site to be issued a badge. The loss or theft of these badges shall be reported immediately to the Construction Manager. There will be a \$10.00 charge to the Contractor for the replacement of any lost or stolen badges. These badges will remain the property of the School District and shall be returned to the Construction Manager once the personnel that the badge was issued to are no longer on site.

END OF SECTION

SECTION 01341 – CONTRACTOR USE OF PREMISES

IMPORTANT NOTICE

The following document, CONTRACTOR USE OF PREMISES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

**SECTION 01341
CONTRACTOR USE OF PREMISES**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Each Contractor shall comply with Owner occupancy, public use, and phasing requirements.
- B. Each Prime Contractor shall limit their use of the premises during the work of their contract and for storage, to allow for:
 - 1. Work by other Contractors
 - 2. Owner occupancy and day to day operations
 - 3. Public use
- C. Each Prime Contractor shall limit the operations of their contract including storage of materials and prefabrication to areas within the Contract Limit Lines unless otherwise permitted by the Construction Manager at the Owner's option.
- D. Each Prime Contractor shall coordinate use of the premises with the work of other contracts and the Owner through the Construction Manager and shall move, at his own expense, any stored products under Contractor's control, including excavated material, which interfere with operations of the Owner or separate contractors.
- E. Each Prime Contractor shall obtain and pay for the use of additional storage or work areas needed for operations.
- F. Each Prime Contractor shall assume full responsibility for protection and safekeeping of products, temporary facilities, office and storage trailers and any other items provided under their Contract which is stored on the site. Each Prime Contractor shall cooperate with the Construction Manager to ensure security for the Owner's property.
- G. Each Prime Contractor shall take all measures necessary to protect from damage, and replace if damaged, existing landscaping in and around the construction site during the work of their contract. No alterations of any kind to trees or other plantings scheduled to remain will be permitted. Refer to Spec. Sect. 02150 regarding protection and replacement of trees.
- H. Each Prime Contractor shall provide and maintain protection of all existing and new pavements, curbs, walks, structures, castings, utilities, etc. which fall within the project limits and are indicated in the contract documents to be permanent. Any damage to these described items shall be repaired, replaced or restored to its previous or to a like new condition by the Prime contractor whose work operations caused the damage.
- I. Each Contractor and their Subcontractors, material suppliers and fabricators shall provide full and free access for the Owner's Representative, Testing Agency, Consultants and/or other designated representatives of the Owner to inspect job materials, installation of the work, equipment, fabrication facilities and storage locations, both at and away from the job site.
- J. Work in Owner occupied spaces shall be restricted to essential activities. Such activities shall be scheduled in advance with the Construction Manager and Owner.

1.2 AREA AVAILABLE FOR CONTRACTOR'S USE

- A. Each Prime Contractor shall limit their contract work operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings.
- B. Private property adjacent the site shall not be entered upon or used by any Contractor for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Construction Manager prior to the start of work.
- C. Only project managers and field superintendents will be permitted to park within the construction site as available space dictates. This will be coordinated in the field.

END OF SECTION

SECTION 01342 – SITE CONDITIONS

IMPORTANT NOTICE

The following document, SITE CONDITIONS, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the site condition requirements without limiting the generality implied by the Specifications and Drawings. Refer to Section 01100 for summary / scope of work, and Section 01500 Temporary Facilities

1.3 PRE-BID INSPECTION & EXAMINATION

- A. The Contractor warrants and represents that prior to submitting his Bid, that they are satisfied as to the location and nature of the work and the quantity, quality, type and nature of both surface and subsurface structures and materials likely to be encountered.

1.4 BORINGS

- A. Any data on subsurface conditions that may have been obtained by the Owner prior to the advertisement for bids, through test borings, test pits, seismic explorations, or other means, was obtained by the Owner for its sole use and purpose. Any such data, known or recalled as of the date of Advertisement or Notice for Bids, are shown on separate drawings or in separate schedules and reports which are not any part of the Contract Documents. All such data are made available to Bidders, the Contractor, and other interested parties only as a convenience and without express or implied representation, assurance or other guarantee that any of the information is complete, correct, adequate, or representative of a true or typical picture of subsurface conditions on the site.
- B. The Contractor, both during its status as Bidder and after execution of the Contract, shall satisfy themselves as to the nature, character, quality, and quantity of above ground and below ground conditions likely to be encountered. Any reliance on data made available by the Owner shall be at the Contractor's sole risk.
- C. No claim whatsoever shall be made by the Contractor against the Owner or Construction Manager for or on account of such data available, or neglected to be made available, by the Owner or Construction Manager.
- D. The Contractor at any time, and any holder of Bidding Documents during the period between advertisement for and receipt of bids, will be permitted to make test borings, test pits, soundings or similar subsurface investigations on the Site. Prior to making these investigations the Contractor and/or holder of Bidding Documents must notify the Construction Manager when and where they propose to make such investigations.
- E. The locations where test boring samples may be examined, if any, is given in the Subsurface Exploration and Geotechnical Evaluation Report.

1.5 PROTECTION OF EXISTING STRUCTURES

- A. The Contractor shall at all times have onsite, suitable and sufficient plant and materials to adequately protect, support and sustain any and all existing structures and facilities, whether above or below ground, and shall use same as may be necessary or required to protect, support and sustain any and all such structures as may become weakened, endangered, undermined, or uncovered.
- B. The Contractor shall, at its own expense, support and sustain in their places and protect from direct or indirect damage all water, gas, steam, air or other mains or pipes, sanitary and storm water sewers and drains, conduits, subways, service connections, buildings, poles, wires, fences, pavements, sidewalks, curbs, railways, trees and other structures and property and appurtenances thereto on or in the vicinity of the site, and shall assume all liability for damage thereto,

including damage arising out of settlement or lateral movement of walls of excavations, whether occurring during performance of the work or the 12-month period of guarantee.

- C. In the event of damage or danger to any structure or facility, the Contractor shall immediately notify the Construction Manager, and shall promptly repair or protect the structure, at its own expense.

1.6 EXISTING STRUCTURES BELOW GROUND

- A. The Contract Drawings show the location and character of certain existing subsurface structures and facilities likely to be encountered in excavations or located in such proximity to the work as to require precautions for their protection. The sizes, materials, locations and depths shown are only approximate, and the Contractor shall satisfy itself as to the accuracy and completeness of such information. The Contractor shall not be relieved from any of its obligations, nor be entitled to claim for damages or additional compensations, sustained or arising out of inadequacy or inaccuracy of the information given.

1.7 ABANDONED STRUCTURES

- A. Any structures, facilities or appurtenances therefore which are abandoned or become so by reason of the work, shall, at the Contractor's expense, be removed, the excavation backfilled with approved material and compacted per the contract documents, if directed by the Construction Manager.

1.8 LATENT SUB-SURFACE CONDITIONS

- A. In the event that latent sub-surface conditions are found to materially differ from those on which the plans and Specifications are based, the Contractor shall immediately notify the Construction Manager before they are disturbed. After prompt investigation, the Architect/Engineer will determine what changes, if any, should be made in the Plans and Specifications because of the revealed conditions, and shall advise the Construction Manager.

1.9 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES

- A. If an underground pipe or other structure requires realignment or relocation not included in the Plans or Specifications, the Architect will issue a clarification and the Construction Manager will issue a Change Order for such work, and the Contractor shall be compensated. The Contractor shall strip or uncover and support or sustain the structure at its own expense prior to such Change Order, as part of its work under the original Contract, and shall not be entitled to claim for damage or delay due to its presence or discovery.
- B. Wherever existing utilities comes within limits of the work; the Contractor shall notify both the Construction Manager and the Utility before in any way disturbing it. Any work of realignment, relocation, removal or extension of the utilities shall be done as mutually agreed by the Utility, the Contractor and the Architect. The Contractor shall maintain satisfactory drainage and protection of the excavation at all times from revelation of the structure until completion of its realignment or readjustment. Interruption of service by utilities shall be kept to a minimum. Prior to interruption, Contractor to notify Owner/Construction Manager of precise condition, and provide a brief event schedule outlining procedures and anticipated times of delays.
- C. The Contractor shall not cause nor permit interference with or hindrance to any municipal department, individual, public service Corporation, or other company in protecting its structures and facilities, nor in removing, replacing or relocating it.

1.10 NOTIFICATION OF OTHER PARTIES

- A. In addition to notices to Utilities and others required elsewhere herein, the Contractor shall give written notice of its proposed construction operations to the owner of all public and private utilities at least seven days in advance of breaking ground in any area in which a utility is located. Copies of each such notice shall be simultaneously sent to the Construction Manager.

END OF SECTION

SECTION 01343 – PROJECT PROCEDURES FOR RENOVATIONS

IMPORTANT NOTICE

The following document, PROJECT PROCEDURES FOR RENOVATIONS, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.
- B. Specification Section 01500 – Temporary Facilities

1.2 SUMMARY

- A. This Section includes the requirements for the project procedures during renovations and phased construction.

1.3 MAINTENANCE OF BUILDING CIRCULATION AND EXITS

- A. Each Contractor shall maintain circulation corridors, exits and stairs in all building areas occupied by Owner or Public. The existing buildings will remain operational and open to the public during portions of the work.
- B. Where temporary emergency egress from Owner occupied areas through construction areas are required; those areas shall be adequately protected to ensure the safety of occupants through the construction areas. This would include but not be limited to providing protective covered walkway/s, doors, barricades, fencing, ribbons or cables etc. with all signage required to clearly and safely guide persons unfamiliar with the construction area/s through these areas. The responsibility to provide and maintain this protection shall be borne by any Contractor whose work necessitates it. If more than one contractors work requires the protection in a given area, then this protection, associated costs and maintenance shall be mutually agreed upon by the contractors involved and shared for the duration of each contractors work in the space.
- C. All construction areas shall be securable by lock and key. If the construction areas are means of emergency egress from the construction area or means of egress from the Owner occupied areas through construction areas; the doors shall swing outward in the direction of egress. These doors shall be provided and maintained with "panic" hardware installed in a manner to allow egress outward from the building, but upon closing of the door prevent unauthorized entry into the building. Contractors shall anticipate that these barriers and protective items will need to be modified and adjusted during the course of construction and shall include these changes as part of their Base Bid.
- D. All Contractors shall cooperate with the Owner with respect to security of the building and the rules that they have developed to maintain security. This would include but not be limited to keeping doors locked all the times to prevent unauthorized entry into the construction area or into the Owner's occupied areas. The Contractor shall not admit entrance into the existing facility or the construction area any person not associated with the construction project. All patrons, staff and visitors shall enter the building through designated entrances as established by Owner and/or Construction Manager. All construction personnel shall enter the construction area/s and or the existing facility at entrances designated by the Construction Manager. All contractors and their employees must have their personal Construction Badge visible at all times to gain entry into the buildings or onto the site.

1.4 TEMPORARY CONTAINMENT PARTITIONS

- A. Temporary dust containment partitions will be provided in accordance with Section 01500 – Temporary Facilities to isolate all areas of construction work from occupied portions of existing buildings to prevent the spread of dust, odors and noise.
- B. The work areas shall be maintained at a negative pressurization with respect to adjoining occupied areas for the purpose of dust and contaminant isolation from occupied areas. Containment partitions shall be air tight and capable of maintaining the construction areas negatively pressurized with respect to the occupied areas. Non-air tight construction barriers will not constitute acceptable containment partitions.

- C. In the event a containment barrier failure should occur during the course of work, and when directed by the Construction Manager, Contractors shall cease work in the potentially affected area until the containment barrier failure is corrected and acceptable pressurization is restored and verified.

PART 2 - PRODUCTS

2.1 REMOVED MATERIALS AND EQUIPMENT

A. General:

1. All materials and equipment shown to be removed as part of the work and not shown in the contract documents to be reused or salvaged in the project shall become the property of the Contractor, removed from the jobsite and properly disposed of at the Contractor's expense unless otherwise shown described in the contract documents. the Owner reserves the right to claim any or all salvaged material/s.
2. When debris is transported through occupied areas of the existing building, receptacles shall be sealed and covered to eliminate the spread of dust and debris.

B. Items Retained by Owner:

1. Items to remain the property of the Owner after removal by the Contractor shall be listed on a dated transmittal, delivered to the owners designated location (on site), and their acceptance signed for by the Owner's representative. The Contractor shall provide a copy of the signed and dated transmittal to the Construction Manager for record. These items shall be carefully removed and delivered to the Owner without damage.

C. Items Re-Used As Part of the Work:

1. Any items specifically noted on the drawings for reuse in the project shall be carefully removed, protected, delivered and stored on the premises at location/s as directed by the Construction Manager and agreed upon by the Owner. The contractor shall clean, service and otherwise prepare these items for reinstallation in location/s indicated.
2. Items removed by others and indicated to be reinstalled per the Contract Documents are to be coordinated with the Construction Manager for pickup.

END OF SECTION

SECTION 01344 – WORK UNDER SPECIAL CONDITIONS

IMPORTANT NOTICE

The following document, WORK UNDER SPECIAL CONDITIONS, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

**SECTION 01344
WORK UNDER SPECIAL CONDITIONS**

PART 1 - DESCRIPTION

1.1 WORK AFTER DARK

- A. Unless specifically required elsewhere herein, no contractor shall perform exterior work after dark except in emergencies. When time permits, a contractor shall inform the Construction Manager in advance of such work and shall obtain approval. When time does not permit advance notice to the Construction Manager, they shall inform the Construction Manager at the earliest possible moment.
- B. The placing of concrete shall be so scheduled as to be started early enough in daylight hours to allow sufficient time for the Owners Testing Agency to inspect work in place prior to placement and complete the section under construction before dark. This shall include the work of finishers.
- C. When, in order to minimize interference with existing structures or utilities, or maintain traffic, it may, in the opinion of the Construction Manager, be expedient or necessary to do work after dark. Such work shall be performed by the Contractor at no additional cost to the Owner, and the Contractor shall provide adequate lighting.
- D. Nothing in this section shall preclude any contractor from performing work on the interior of the building after dark, providing there is sufficient lighting in the area of the work and any off hrs. work is approved by the Owner through the Construction Manager.

1.2 SATURDAY/OVERTIME/SHIFT WORK

- A. Each Prime Contractor shall provide and maintain sufficient manpower to assure all scheduled milestones are met during regular working hours. Prior request to the Construction Manager is required for off hours work and may be made available to meet the schedule. All costs for premium time work resulting from insufficient manpower shall be borne by the Prime Contractor that did not provide sufficient manpower to accomplish their contract work during regular work hours.
- B. No Saturday or overtime work shall be performed by Contractors without prior approval by the Construction Manager. Each Prime Contractor must submit a proposed work schedule for Saturday or overtime work to the Construction Manager a minimum of 24 hours prior to proposed start unless otherwise directed or approved by Construction Manager.
- C. Because of performing work in an occupied building, it will be necessary for contractors to work night shifts. This is expected and encouraged. Any contractor(s) that want or find it necessary to work night shifts in order to complete the work as scheduled, should contact the Construction Manager 24 hours in advance of when the contractor(s) want to start the night shift. The Construction Manager will make every effort to schedule this night shift work with the Owner and activities that take place in these buildings at night. Other hours can be scheduled with the approval of the Construction Manager and the Owner. Any Prime Contractor conducting work operations on night shift shall be responsible to:
 - 1. Maintain security of the building during night shift work. At the end of each night shift the Prime Contractor shall conduct a physical check and insure that all windows and doors are closed and locked.
 - 2. Maintain security in the building by not allowing anyone other than its own work force to enter the building.
 - 3. Insure that work areas and corridors are safe and ready to be occupied by the Owner for their intended use at the end of each night shift. This shall include all Life/Safety Systems are in place and functioning, all other systems are functioning properly, corridors and passageways are clear of all construction dust, debris, tools and materials.
 - 4. Each Prime Contractor shall cooperate and coordinate their night shift activities with the Owner's maintenance/custodial staff that is on duty.

**SECTION 01344
WORK UNDER SPECIAL CONDITIONS**

1.3 WORK ON SUNDAYS OR HOLIDAYS

- A. No Contractor shall work on Sundays, or locally recognized legal Holidays, except in an emergency, and then shall confine its operations to only the work considered necessary to be performed at such time. In the event of an emergency, the Prime Contractor shall immediately notify the Construction Manager or as soon as reasonably possible.

1.4 LABOR REQUIREMENTS

- A. With all of the above items, each Contractor shall secure the necessary or required paperwork and approval of the NYS Department of Labor and applicable Trade Unions prior to commencing work under these conditions.

1.5 WORK IN STORMS

- A. Masonry work, the mixing and placing of concrete, grout, mortar or work in excavations etc. shall be halted during rainstorms or any inclement weather that will adversely affect the work or put workers in harms way. All fresh work shall be immediately protected. The Prime Contractor shall assure sufficient protection and the means to install it is readily available on site for the work being performed, insuring the quality of the work is not jeopardized. The Prime Contractor shall replace work that has been jeopardized due to lack of protection or the means to install it.
- B. No paving, exterior painting, fine grading, seeding or roofing shall be done during rain or snowstorms. This shall include any required compaction of materials during rain that will adversely affect the results of Nuclear Density Testing specified to be performed by the Owner's Testing Agency.
- C. All roof deck shall be watertight at the end of each day. Contractor shall only remove what they can replace that same day.
- D. Because this project exists where snow storms can occur, the Construction Manager along with the Owner will work out a system where construction personnel will be notified if the contractors and their personnel are not to report for work because the construction site is closed, the roads to the building are closed, or if it is just too dangerous for construction personnel to report for work. As part of this notification system it will also advise construction personnel when they need to leave the project because of an impending snowstorm. The Contractors and their personnel are to abide by the notifications for their own safety and the safety of others. The contractors will not be due any additional compensation if it is deemed the project is closed due to weather or if they are sent home because of impending weather.

1.6 WORK IN COLD WEATHER

- A. Certain Specifications contain provisions prohibiting the performance of certain work in cold weather or outlining the conditions under which such work may be so performed. In the absence of specifics mentioned elsewhere in the Contract Documents, the judgment of the Construction Manager shall govern in any case where temperature may adversely affect or prevent the performance of quality work. Contractor(s) will not be due any additional compensation if the work is stopped due to weather.

END OF SECTION

SECTION 01350 – PROJECT SAFETY AND HEALTH

IMPORTANT NOTICE

The following document, PROJECT SAFETY AND HEALTH, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

SECTION 01350
PROJECT SAFETY AND HEALTH

PART 1 – GENERAL

1.1 SUMMARY

- A. All Contractors / Subcontractors performing construction or construction related activities shall comply with this project's Safety Program as outlined below. All contractors / subcontractors shall abide to all Occupational Safety and Health Administration (OSHA) standards, all requirements of state and local authorities having jurisdiction, manufacturer's recommendations where applicable, and are Directly Responsible for the safety of their employees. Reference all Specification Sections for additional Safety requirements and or information, to include but not limited to Section 01100 and Section 01500.

1.2 SITE SPECIFIC SAFETY PROGRAM

- A. Each Prime Contractor shall submit a written, site-specific, Health and Safety Plan to the Construction Manager prior to the start of the work and shall include the plan of each of their Subcontractors. The Prime Contractor shall bear all costs to regain the project schedule, resulting from their failure to produce these plans prior to the scheduled project start date. Each Contractors Health and Safety Program/Plan shall include, but not be limited to, the following items:
1. Emergency Action Plan (1926.35) for this site (maintained to reflect state of construction)
 2. Emergency phone numbers of key Contractor/Subcontractor Personnel. The list of all emergency telephone numbers must be maintained up-to-date and shall also be posted in any temporary office facilities.
 3. Incident Investigation procedure/forms
 4. First Aid: include names of qualified first aid persons on site & locations of first aid kits.
 5. Competent persons – Include the name and phone no. of Prime Contractor / Sub Contractor designated Competent Person(s) who shall be responsible for implementing means and methods to assure the health and safety of all persons during the performance of their work on this project.
 6. Plan to protect employees during specific work activities at this project.
(Note: Fall prevention and protection must always be specifically addressed).
 - a. Provide fall protection plan for all work at heights of both personnel and material.
 7. Rescue plans where applicable – i.e. for falls in harnesses, man-down in confined space and unexpected health issues.
 8. Plan describing procedures for work in excavations deeper than 4'-0".
- B. In addition to the site specific safety plan, each Prime Contractor shall submit a Job Hazard Analysis or Pre-Task Plan for the work of their contract which includes work operations to be performed by their Subcontractors. Each Pre-Task plan must be submitted prior to performing the task. Starting the task prior to its submission may result in the Construction Manager stopping the work. All costs resulting from this work stoppage or subsequent schedule delay shall be borne by the Prime Contractor under which the work operation was performed. At a minimum, provide a plan for the following tasks:
- C.
1. Site Contractor:
 - a. Site dewatering plan for all work of the Site Contractor
 - b. Plan for work in excavations deeper than 4'-0"
 - c. Plan for Confined Space work ie; in man holes.
 - d. Provide a detailed safety plan to be implemented if equipment with a Quick Hitch System is utilized.
 2. Electrical Contractor:
 - a. Plan for dewatering excavations by the Electrical Contractor.
 - b. Plan for performance of high work ie; installation of exterior security cameras and work on Gym lighting.
 - c. Provide a detailed safety plan to be implemented if equipment with a Quick Hitch System is utilized.

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3. General Contractor:
 - a. Provide a detailed plan for all Annex Roof work:
 1. Describe the fall protection plan to be used.
 2. Show waste container locations, sequence of work by areas and durations.
 3. Describe how Owners access for parking and deliveries will be maintained.
 4. Describe how the outside freezer will be protected and the Owner will have access to it.
 5. Describe any possible interaction with the Abatement Contractors work in the Annex.
 6. Show or describe the means and methods for roof access/ egress point locations, and Security at these locations
 7. Describe the plan to protect students, the Owner and Owners personnel during the work.
 8. Provide any other information that may add to the safety of the work area.
 - b. Provide a detailed plan for roof work at the Elementary School east wing:
 1. Provide a map showing the location(s) for abatement waste containers.
 2. Show location of all required perimeter building envelope protection, safety zone barriers and required signage.
 3. Describe the protection methods to be taken for the barriers and waste containers.
 4. Describe roof perimeter edge and roof opening protection plan.
 5. Provide the means to be used for Personal Fall Protection.
 6. Show the anticipated sequence of work and duration of each sequence.
 7. Describe how the removals will get from the roof into the waste containers.
 8. Show or describe anticipated needs for lay down area for new roofing materials and how this material will be protected and delivered to the roof.
 9. Show the locations for any required covered walkways at egress/ entry doors & durations.
 10. Show location(s) and relocation sequence for required scaffold stairs to access the roof.
 11. Describe how the roof access scaffold stairs will be secured while not in use.
 12. Describe how the Owner, Owners personnel, students and public will be protected during the work.
 13. Provide any other information that may add to the safety of the work area.
 - c. Provide a detailed safety plan to be implemented if equipment with a Quick Hitch System is utilized.

1.3 COMPETENT PERSON

- A. Each Contractor / Subcontractor and any tier subs thereafter shall have on the project site at all times while their work is in progress, a Safety Competent Person whose responsibility shall be to implement their company safety program, coordinate with the Construction Manager and other contractors, maintain records, and organize and participate in training sessions. He / she shall have the authority to stop and / or correct hazardous, dangerous and unhealthy conditions.
- B. "Competent Person" means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. The following operations require a Competent Person present when the operation is taking place:
- C. Each contractor Competent Person shall instruct their employees on proper safety procedures in performing various work tasks and assure all required PPE for each task is on site, in good working condition and is being used for its intended purpose. The following work tasks require contractor pre task planning to insure safe working practices:
 1. Working at an elevated level where a fall is possible
 2. The erection and the integrity of scaffolds

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3. Excavations: The integrity of subsurface soils, dewatering, cut backs and shoring, access / egress and work in close proximity of pedestrians and vehicles
4. The identification and use of hazardous substances.
5. Confined space
6. Work around live MEP services
7. Hot Work
8. Lifting / hoisting: around power lines, close proximity to adjacent structures, workers and any other conditions requiring special attention
9. Equipment with Quick Hitch Systems
10. Housekeeping up keep
11. Use of manlifts
12. Proper use of ladders
13. Work in severe weather
14. Work to be performed in occupied areas
15. Any work that requires a permit
16. Demolition work

1.4 SITE SPECIFIC SAFETY ORIENTATION

- A. All Contractor / Subcontractor personnel shall attend a Site Specific Safety Orientation for the Warsaw Central School District Capital Project prior to beginning work. Each person attending orientation will be required to sign a form stating they received this orientation. This signed form shall be given to the Construction Manager. This Site Specific Safety Orientation is not intended to replace the Contractor's Safety Program, nor does it relieve the Contractor from following all OSHA, Federal, State, local, or manufacturer's requirements.

1.5 TOOL BOX TRAINING

- A. Each Prime Contractor / Subcontractor and any tier sub thereafter shall conduct Weekly Safety Meetings and "Toolbox Talks" for all their employees on the job site. Each Prime Contractor shall provide to the Construction Manager a copy of their weekly "Toolbox Talks" and employee sign off sheet along with a copy of each Subcontractor weekly "Toolbox Talks" and sign in sheet, **weekly**.

1.6 GENERAL SAFETY AND HEALTH REGULATIONS

- A. All construction personnel shall have a photo identification badge. This photo identification shall be worn in a conspicuous place on the individual for quick identification by others. Construction personnel without photo identification will not be allowed on site. Refer to Section 01340 – NYSED Requirements for additional badging information.
- B. Contractor personnel shall wear appropriate clothing; hard hats, work boots meeting ANSI standards, long pants, and shirts with a minimum of 4" sleeves are required at all times. Shorts, sleeveless shirts and sneakers are unacceptable.
- C. It is the responsibility of each Prime Contractor to enforce with their subcontractors their Project Safety Program. Subcontractors are required to comply with all safety requirements in the same manner as the Prime Contractor.
- D. Insubordination, unsafe practices, abusive behavior or language, use of drugs, alcohol, possession of firearms, solicitation, etc. will not be tolerated. There will be no warnings. Each Prime Contractor's Superintendent shall handle such situations that may arise from all persons working under their contract, including immediate termination from the project and removal from the Owner's property. The Construction Manager and/or the Owner reserves the right to remove anyone from the project deemed to be causing a hazard or acting in an unsafe manner where it can cause harm to other construction personnel and/or public.

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- E. Contractor's Competent Person shall monitor and correct any unsafe practices or conditions that exist or arise while performing their work, and shall report to the Construction Manager any unsafe conditions created by others.
- F. Smoking or the use of tobacco products on the Owner's property is not allowed. This is to include, within Contractor temporary office, storage facilities and vehicles located on the project site.
- G. A plan showing the site and the most direct route to the nearest hospital and emergency phone numbers shall be posted at all job trailers and at key points within the construction area.
- H. Life Safety Systems in the Owners Buildings and on the site must be maintained. Any shut down of service must be requested, scheduled and approved by the Owner through the Construction Manager.
- I. Poor or inadequate Housekeeping shall be considered a safety hazard.
- J. All construction activities creating excessive noise, dust and / or odors must be confined within the construction area. Due the occupied nature of the buildings, any work that would generate excessive noise levels which would disrupt the Owners activities must be scheduled to take place during off hours. The Contractor shall assume all premium time costs for this work.
- K. Contractor personnel should avoid Owner occupied areas when business is in operation.
- L. All Contractors required coordination and communication with the Owner, the Owner's staff or vendors will be done through the Construction Manager.

1.6 SITE RESPONSIBILITY

- A. The Contractor / Subcontractor shall review and coordinate with the Construction Manager, prior to starting work, the potential impact of their work on the project site, other contractors, and/or the public.
- B. The Contractor / Subcontractor shall coordinate with the Construction Manager if work is expected to generate dust, excessive noise or fumes in or adjacent to any occupied portions of the project. The contractor/subcontractor shall provide suitable ventilation and dust control measures to maintain satisfactory conditions, or perform such work after the normal working hours of potentially impacted areas. The Prime Contractor shall bear all costs for this off hours work.
- C. The Contractors / Subcontractors shall obey the directives of all project signs. Contractors / Subcontractors shall post signs and other warnings, as necessary for the safe performance and completion of their work.
- D. Contractor / Subcontractor employees operating personal vehicles or construction equipment in excess of the Owner's speed limit, or in any otherwise unsafe manner, will be directed to leave the site and not be permitted to return.
- E. Each Contractor / Subcontractor and any tier sub thereafter shall provide safe access for all employees to perform their own work, to include but not limited to; scaffolding, stairs, ramps with non-slip surface, lifts, snow and ice removal, ladders, etc., which conform to OSHA standards. Each Contractor and Subcontractor shall hold harmless and allow the Construction Manager, Architect and his Consultants, and the Owner's Testing Agency use of this access to observe the progress of the work and perform requires tests and inspections.
- F. All Contractors/subcontractors and any tier sub thereafter shall maintain continual general housekeeping in their work areas as well as the tracking of dust from work areas into adjacent corridors or occupied spaces as well as exterior mud and dirt tracked into the buildings. Poor or inadequate housekeeping will be considered a safety hazard.

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- G Hazardous materials, including asbestos in any form, shall not be disturbed, and shall be reported to the Construction Manager immediately. Work in the area shall not proceed until appropriate mitigation or containment has been accomplished.

1.7 EQUIPMENT

- A. Equipment with quick hitch systems: Exclusion zones must be provided and maintained around operating equipment to prevent workers from being struck by either the equipment or any attached tool due to the failure of any quick hitch system. No persons shall be allowed to work within 3 meters of an operating piece of equipment, under a load or part of an operating piece of equipment, at any time. Operators must be trained in the proper use of each specific quick hitch systems used on this project and shall verify a locking mechanism(s) is in place and functioning prior performing work. Only competent workers (this is the decision of the employer) are allowed to work in close proximity to operating equipment and then, ONLY if the Quick Hitch systems used have a locking mechanism which prevent the attachment from accidentally disengaging.
- B. Cranes: Training certificates for each crane operator, a copy of the Operating Engineers current and valid operators license and a copy of a third party equipment inspection for the crane to be in use shall be provided to the Construction Manager prior to the start of all crane operations.
- C. Provide the Construction Manager with a copy of a third party equipment inspection for all cranes used on the project. The inspection must be renewed at least yearly.

1.8 ACCIDENTS AND INCIDENT REPORTS (1926.22)

- A. Prime Contractors / subcontractors shall report all accidents and injuries to the Construction Manager immediately or as soon as is reasonably possible.
- B. Contractors / subcontractors shall report all fire incidents to the Construction Manager immediately or as soon as is reasonably possible.
- C. Contractors / subcontractors shall provide to the Construction Manager, within 24 hours, with an incident report and copy of Employer's C-2 report, along with any medical facility or physician reports, police reports, witness statements etc..
- D. Any Contractor who was directly or indirectly involved in an incident through his employees, equipment, installation, temporary facilities, or other related involvement, shall prepare an independent incident/accident report and submit copies to the Construction Manager within 24 hours of the incident.

1.9 MEDICAL SERVICES AND FIRST AID (1926.50)

- A. Provide the Construction Manager with names of all persons working on site which are qualified as first aid responders and are willing to respond to a medical emergency situation. Provide the means to identify these persons on site and quickly contact them in a medical emergency.
- B. Report all medical emergencies to the Construction Manager immediately or as soon as is reasonably possible.

1.10 EMERGENCY ACTION PLAN FOR PROJECT

- A. Alarm: In the event of a fire alarm, bomb threat, or other reason for emergency evacuation, all construction personnel must exit the building through the closest exit.
- B. Exits: All exits must be clearly identified and must remain clear of materials, debris, equipment, snow and ice to allow egress for the building(s) occupants.

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- C. Muster Points: Upon exiting the building, all construction personnel shall go directly to the muster point previously designated by the Construction manager. Each contractor / subcontractor's supervisor shall check to see that everyone who was working that day is accounted for. Report immediately to the incident command post any personnel that appear to be missing. Until directed otherwise, the crews shall remain together for accountability.
Note – The incident command post is the fire officer or police officer in charge of the emergency.

1.11 FIRE PROTECTION

- A. For all projects two stories or more in height, a temporary fire suppression system (sprinkler system) or dry riser piping (standpipe) will be installed to within two floors of the working deck if a existing operational system is not already in place.

1.12 CERTIFICATION REQUIREMENTS

- A. Copies of Operator's certification shall be produced for the Construction Manager's record files upon request for the following:
1. Fork trucks, forklifts, lulls
 2. Manlifts
 3. Welders

1.13 HOT WORK

- A. Hot Work Permits are issued by the Construction Manager 24 hours in advance to the Prime Contractor whose work requires it. The permit(s) shall be posted in the area of the hot work by the Prime Contractor. For work requiring an open flame, a fire watch is required. This shall include; during all cutting/welding operations and shall continue at least thirty (30) minutes after the completion of cutting/welding operations. The Prime Contractor shall inspect each hot work area thirty minutes after the hot work is complete and sign off on the area as being safe. The signed and dated hot work permit will then be returned to the Construction Manager for record.

1.14 CONFINED SPACES

- A. A Confined Space Entry Permit (see Specification Section 00852) must be completed for each condition that requires "confined space entry" by the creating employer/subcontractor. This shall be submitted to the Construction Manager prior to the start of work in that area by the Prime Contractor.
- B. It is each Contractors responsibility to provide its employees with all necessary training to identify the adverse conditions of the confined space and provide them with all OSHA required PPE to safely work in the space.

1.15 SANITARY FACILITIES

- A. The construction personnel shall not use any of the Owner's sanitary facilities.
- B. Drinking water and water to wash by shall be provided by each individual Contractor for use by their employees.

1.16 ELECTRICAL

- A. All Contractors/Subcontractors are responsible for hanging their temporary power cords, weld leads, hoses, etc., above the floor to avoid trip hazards and/or damage.
- B. A Ground Fault Circuit Interrupter at the source that temporary electrical power is obtained is the only acceptable means of electric circuit protection allowed on the project.
- C. A Ground Fault Circuit Interrupter must be used at all existing building receptacles for the work.

1.17 FLAMMABLE/COMBUSTIBLE MATERIALS

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- A. Flammable/Combustible material: Bulk storage of all flammable or combustible materials shall be a minimum of twenty five (25) feet from any building in an area free of debris. No more than one (1) day's working supply of flammable or combustible materials shall be permitted in the building and must be secured. Only UL/FM approved containers and dispensing facilities shall be used.

1.18 SITE SECURITY

- A. All power equipment shall be secured when not in use.
- B. No one other than construction personnel shall be allowed in construction areas, unless authorized by the Construction Manager.

1.19 MATERIAL SAFETY DATA SHEETS

- A. Each Contractor/subcontractor and any tier sub thereafter shall provide Construction Manager with a Material Safety Data Sheet (MSDS) for all materials brought onto the construction site. The MSDS sheets must indicate hazardous properties, possible complications, and remedies or recommendations for treatment required due to exposure.
- B. MSDS sheets are kept in a central location in Construction Manager's job site office. All persons on this project/property have the right to view these MSDS sheets..
- C. Providing the Construction Manager with a Hot Line phone number to call for MSDS information "IS NOT ACCEPTABLE".

1.20 INCIDENT & INJURY FREE (IIF) SUPERVISOR AND FOREMEN TRAINING

- A. All Prime Contractors / subcontractors and any tier subs thereafter are required to have their company supervision (both superintendent and foremen) attend two (2) Supervisor Skills Workshops, conducted by the Construction Manager, each lasting four (4) hours. The objective of the SSW is to help front-line superintendents develop skills to lead and direct *incident and injury free* work, recognize and reinforce *incident and injury free* work, and constructively correct at-risk work. The time and place for these workshops are to be scheduled by the Construction Manager and will occur approximately two (2) weeks apart. All contractors / subcontractors are to specifically include language in their subcontractor agreements to mandate their subcontractor's foremen involvement.

1.21 SAFETY VIOLATIONS

- A. Each Prime Contractor shall immediately correct any unsafe conditions identified by the Construction Manager. In the event that any work being performed is deemed to represent immediate danger to persons or property, the Contractor shall cease work upon notification, and hold harmless Bovis Lend Lease for such damages and related costs.
 - 1. In the event that a Contractor causes any unsafe conditions to occur which cause delay or damage to other Contractors/Subcontractors, working on the project site, or to Bovis Lend Lease personnel, that Contractor shall be fully responsible for all damages or related costs. That Contractor shall indemnify and hold harmless Bovis Lend Lease for such damages and related costs.
 - 2. In the event the Contractor fails to respond to and correct any safety violation immediately upon notification, The Construction Manager reserves the right to take whatever corrective actions are deemed necessary, and the cost of such actions shall be charged to that Contractor.
 - 3. Contractor employees that do not adhere to the safety rules will receive a verbal or written safety citation. The level of the citation will depend on the severity of the violation.
 - 4. Verbal warnings are for any minor issue that, by itself, would not produce either immediate major injury or death (i.e. not wearing gloves).

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5. Habitual offenders of the above type violations will be issued a written safety violation. Repeat violators will be required to repeat the Bovis Lend Lease site specific orientation on the following day. If a second written violation is issued, or the first violation is of a serious nature, the person will be removed from the site and will not be allowed to return.
6. A contractor's poor or inadequate housekeeping shall be considered a safety hazard. The Contractor's failure to perform adequate housekeeping will result in the Construction Manager awarding this work to others as deemed necessary by the Construction Manager. All costs associated with this housekeeping shall be borne by the Prime Contractor whose contract work created the poor housekeeping situation and shall include but not be limited to; tools, equipment, materials, other Contractors time, the Owner's time and the Construction Manager's time. The work by others will begin 24 hours following a written "Notice to Comply" being served to the responsible Prime Contractor.

1.22 CONTRACTOR SAFETY PERFORMANCE

- A. Unsatisfactory safety performance may constitute grounds for termination of the Contractor in accordance with the provisions of the Contract.

1.23 FALL PROTECTION

Hierarchy of Risk Control:

- Eliminate Risk of Falls – by design and/or construction methods that avoid/reduce the need for work at heights.
 - Implement Measures to Prevent (or mitigate) the risk of falls that will protect all by employing collective measures to protect people or materials from the risk of falling where work at heights cannot be eliminated.
 - Personnel Fall Prevention & Mitigation Systems (body harnesses) - used only as a last resort!
- A. All Prime Contractors shall provide and maintain guardrails at all areas of their work where persons or materials could fall more than 6ft. Where this can not be physically achieved, suitable and sufficient fall protection devices that do not rely on individuals should be provided and used to establish a safe place of work. Harnesses and personal protective equipment must be used as a last resort. The decisions made and options implemented must be clearly detailed in the Site Specific Safety Plan, Pre-Task Plan or Job Hazard Analysis.
 - B. Holes, shafts and edges from or through which persons could fall a distance of more than 6ft must be **clearly marked with signage or other means** and be adequately protected by covers or barriers by the contractor/subcontractor creating the hazard to prevent falls of persons and materials.
 - C. If, for any reason during performance of the work, perimeter cables, barricades, floor or roof opening covers, or any other safety-related items are removed to perform work, it shall be the **responsibility of the Contractor removing the safety related item to replace it** promptly when leaving the area. This safety related items shall be replaced in a manner that meets OSHA requirements. Should a Contractor remove safety protection for their work, the following must take place: that contractor shall provide their employees with a alternate means of protection while now exposed to the danger, designate a person whose sole purpose is to monitor the exposed hazard so others not familiar with it will be warned to stay away and assure the necessary protection is reinstalled following the work.
 - D. All persons working on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.
 - E. Free-standing scaffold towers used externally must not be higher to the top platform level than three times the minimum base dimension, unless secured to a permanent structure. For internal use only, the height to platform

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may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.

- F. In areas where lifting occurs either adjacent to public areas or outside of the project boundary shall provide adequate protection using:

- Access separate for vehicles/personnel
- Sidewalk canopies
- Road/sidewalk closures
- Flag personnel

Full-time personnel shall be provided to redirect vehicular and pedestrian traffic and vehicle and pedestrian traffic shall be segregated.

- G. Excavations: wherever there is a risk of injury from persons and/or materials fall into excavations pits and holes, barriers or edge protection must be provided or the edges sloped to prevent falls. Access into and out of massive excavations shall be segregated for equipment and personnel. All workers shall wear high visibility shirt or vest. Where there is potential hazard for water infiltration, a specific plan shall be developed prior to the commencement of work to eliminate the risk of flooding and/or drowning.
- H. Ladders are to be used only for access and not as work platforms. A mechanical lift, rolling scaffold or adjustable podium step system is the preferred work platform. Where a ladder is required for work, three (3) points of contact on the ladder must be maintained at all times, and the work must be of a short duration of less than ten (10) minutes.

END OF SECTION

SECTION 01400 - QUALITY CONTROL**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes:
1. Inspection and testing services.
 2. Requirements for mock-ups.
 3. Contractor quality control.

1.02 INSPECTION AND TESTING SERVICES

- A. Definitions:
1. Testing Laboratory - Laboratory, agency, or entity employed to perform testing services for Project.
- B. Testing Specified in Contract Documents
1. Testing by Owner: Unless otherwise specified in Contract Documents, Owner shall employ a separate testing laboratory/agency to provide specified testing services.
 - a. Each Prime Contractor: Provide access to Work of this Project and fully cooperate with the Owner's testing laboratory/agency during performance of testing services.
 - b. Testing Services Provided by Owner's Testing Laboratory/Agency: Includes, but not necessarily limited to, testing requirements specified in following technical specification sections:
 - (1) Section 03310 - Structural Concrete
 - (2) Section 05120 - Structural Steel
 - c. Testing Services are Provided by the Owner's Geotechnical Engineer: Includes, but are not necessarily limited to, testing requirements specified in the following technical specification sections:
 - (1) Section 02300 - Earthwork
 - d. Special Inspections and Tests (required by the Building Code of NYS -Chapter 17) Performed by Owner's Testing Agency: Refer to "Special Inspections and Tests Matrix" attached to this section, for a complete list of materials and work requiring such inspections/tests, the specific inspections/tests to be performed, and the agency to perform such test.
 - e. Cost of Testing by Owner: Cost of testing services provided by Owner's testing laboratory/agency and Geotechnical Engineer are not included in Base Bid.
 2. Testing by the Contractor: Provide testing services where Contract Documents specifically assign testing responsibility to the Prime Contractor in accordance with requirements of Article 13.5 of General Conditions.
 - a. Prior to beginning testing assigned to the Prime Contractor, submit the following information to the Architect and obtain Owner's written approval of the proposed testing laboratory:

- (1) Name, address, and telephone number of proposed testing laboratory.
 - (2) Tests to be conducted by proposed testing laboratory.
 - b. Cost of Testing: Include cost of testing required by Contract Documents to be provided by Prime Contractor in the Base Bid.
- C. Testing Not Specified in Contract Documents
1. Additional Testing by Owner: The Owner may employ a separate testing laboratory/agency to provide additional testing services.
 - a. Each Prime Contractor shall provide access to Work of this Project and shall cooperate fully with Owner's testing laboratory/agency during the performance of testing services.
 2. Additional Testing Required by the Owner and Provided by Contractor: Upon request by the Owner, the Prime Contractor shall provide additional testing in accordance with requirements specified in Article 13.5 of General Conditions.

1.03 CONTRACTOR'S QUALITY CONTROL

- A. Inspection, testing, or other quality control activities performed by each Prime Contractor for the Contractor's convenience shall be the sole responsibility of the Contractor, including all costs associated with such activities.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION



SPECIAL INSPECTIONS AND TESTS MATRIX

(Required by BC of NYS, Chapter 17)

Note: Refer to individual Technical Specification Sections for additional testing requirements.

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INSPECTION AND TESTING <i>("Continuous" & "Periodic" defined by the BC/NYS; refer to applicable Technical Specification Section for additional frequency requirements)</i>	REQUIRED <i>(Required if checked; Not Applicable if not checked)</i>	TECHNICAL SPECIFICATION SECTION	INSPECTION/ TESTING RESPONSIBILITY	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE
A. Concrete Construction							
1. Inspection of reinforcing steel	☐	03310	Owner's Testing Agency	☐	☒	ACI 318: 3.5, 7.1-7.7	1704.4, 1903.5, 1907.1, 1907.7, 1914.4
2. Inspection of reinforcing steel welding.	☐	03310	Owner's Testing Agency	☒	☒	AWS D1.4; ACI 318: 3.5.2	1704.4, 1903.5.2
3. Inspection of bolts to be installed in concrete prior to and during placement	☐	03310	Owner's Testing Agency	☒	☐		1704.4, 1912.5
4. Verify use of required design mix.	☒	03310	Owner's Testing Agency	☐	☒	ACI 318: Ch. 4, 5.2-5.4	1704.4, 1904, 1905.2-1905.4, 1914.2, 1914.3
5. Sampling fresh concrete; slump, air content, temperature, strength test specimens	☒	03310	Owner's Testing Agency	☒	☐	ASTM C 172, C 31; ACI 318: 5.6, 5.8	1704.4, 1905.6, 1914.10
6. Inspection of concrete placement for proper application techniques	☒	03310	Owner's Testing Agency	☒	☐	ACI, 318: 5.9, 5.10	1704.4, 1905.9, 1905.10, 1914.6, 1914.7, 1914.8
7. Inspection for maintenance of specified curing temperature and techniques	☒	03310	Owner's Testing Agency	☐	☒	ACI, 318: 5.11, 5.13	1704.4, 1905.11, 1905.13, 1914.9
8. Inspection of prestressed concrete	☐	0???? or NA	Owner's Testing Agency	☒	☐	ACI 318: 18.18, 18.16.4	1704.4
9. Erection of precast concrete members	☐	0???? or NA	Owner's Testing Agency	☐	☒	ACI 318: Ch. 16	1704.4
10.Verification of in-situ concrete strength prior to stressing of tendons and prior to removal of shores and forms from beams and slabs	☐	0???? or NA	Owner's Testing Agency	☐	☒	ACI 318: 6.2	1704.4, 1906.2

INSPECTION AND TESTING ("Continuous" & "Periodic" defined by the BCNYS; refer to applicable Technical Specification Section for additional frequency requirements)	REQUIRED (Required if checked; Not Applicable if not checked)	TECHNICAL SPECIFICATION SECTION	INSPECTION/ TESTING RESPONSIBILITY	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE
B. Masonry Construction - Level 1							
1. Verify to ensure compliance:							
a. Proportions of site prepared mortar and grout	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 2.6A	1704.5
b. Placement of masonry units and construction of mortar joints	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 3.3B	1704.5
c. Location & placement of reinforcement, connectors, tendons, anchorages	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 3.4, 3.6A	1704.5
d. Prestressing technique and installation	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 3.6A, 3.6B	1704.5
e. Grade and size of tendons & anchorages	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 2.4B, 2.4H	1704.5
f. Grout specs prior to grouting	☐	04200	Owner's Testing Agency	☒	☐	ACI 530.1, 3.2D	1704.5
g. Placement of grout	☐	04200	Owner's Testing Agency	☒	☐	ACI 530.1, 3.5	1704.5
h. Grouting of tendons	☐	04200	Owner's Testing Agency	☒	☐	3.6C	1704.5
2. Inspection shall verify:							
a. Size and location of structural elements	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 3.3G	1704.5
b. Type, size and location of anchors	☐	04200	Owner's Testing Agency	☒	☒		1704.5
c. Specified size, grade and type of reinforcement	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 2.4, 3.4	1704.5
d. Welding of reinforcing bars	☐	04200	Owner's Testing Agency	☒	☐	AWS D1.4	1704.5, 2108.9.2.1, 1
e. Cold/hot weather protection of masonry construction	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 1.8	1704.5, 2104.3, 2104.4
f. Prestressing force measurement and application	☐	04200	Owner's Testing Agency	☒	☒	ACI 530.1, 3.6B	1704.5
3. Inspection prior to grouting	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 2.6B, 3.2D, 3.4, 3.3B	1704.5
4. Grout placement	☐	04200	Owner's Testing Agency	☒	☐	ACI 530.1, 3.5, 3.6C	1704.5
5. Preparation of grout specimens, mortar specimens and/or prisms	☐	04200	Owner's Testing Agency	☒	☐	ACI 530.1, 1.4	1704.5
6. Compliance with documents and submittals	☐	04200	Owner's Testing Agency	☐	☒	ACI 530.1, 1.5	1704.5

INSPECTION AND TESTING <i>("Continuous" & "Periodic" defined by the BCNYS; refer to applicable Technical Specification Section for additional frequency requirements)</i>	REQUIRED <i>(Required if checked; Not Applicable if not checked)</i>	TECHNICAL SPECIFICATION SECTION	INSPECTION/ TESTING RESPONSIBILITY	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE
C. Steel Construction							
1. Material verification and high strength bolts, nuts, and washers	☒	05120	Owner's Testing Agency	☐	☒	Applicable ASTM material specifications. AISC LRFD, Section A3.3	1704.3
2. Inspection of high-strength bolting	☒	05120	Owner's Testing Agency	☒	☒	AISC LRFD, Section M2.5	1704.3, 1704.3.3
3. Material verification of structural steel	☒	05120	Owner's Testing Agency	☐	☐	ASTM A 6 or A 568	1704.3, 1708.4
4. Material verification of weld filler materials	☒	05120	Owner's Testing Agency	☐	☐	AISC LRFD, Section A3.5	1704.3
5. Inspection of welding a. Structural steel	☒	05120	Owner's Testing Agency	☒	☒	AWS D1.1	1704.3.1 1704.3
b. Floor & roof deck welding	☐	05310, 05315, 05340	Owner's Testing Agency	☐	☒	AWS D1.3	1704.3
6. Inspection of steel frame joint details	☐	05120	Owner's Testing Agency	☐	☒		1704.3, 1704.3.2
D. Wood Construction:							
Fabrication of wood structural elements and assemblies	☐	06??? or NA		☐	☐		1704.6, 1704.2
E. Soils							
1. Site preparation	☒	02300	Owner's Testing Agency	☐	☐		1704.7.1
2. During fill placement	☒	02300	Owner's Testing Agency	☐	☐		1704.7.2
3. Evaluation of in-place density	☒	02300	Owner's Testing Agency	☐	☐		1704.7.3
F. Pile Foundations:							
Installation and load tests	☐	02??? or NA	Owner's Testing Agency	☐	☐		1704.8
G. Pier Foundations:							
Seismic Design Category C, D, E, F	☐	NA	Owner's Testing Agency	☐	☐		1704.9, 1616.3
H. Wall Panels and Veneers:							
Seismic Design Category E, F	☐	NA	Owner's Testing Agency	☐	☐		1704.10, 1616.3, 1704.5
I. Sprayed Fire-Resistant Materials							
1. Structural member surface conditions	☐	07810 or NA	Owner's Testing Agency	☐	☐		1704.11.1
2. Application	☐	07810 or NA	Owner's Testing Agency	☐	☐		1704.11.2
3. Thickness	☐	07810 or NA	Owner's Testing Agency	☐	☐	ASTM E 605	1704.11.3
4. Density	☐	07810 or NA	Owner's Testing Agency	☐	☐	ASTM E 605	1704.11.4
5. Bond strength	☐	07810 or NA	Owner's Testing Agency	☐	☐	ASTM E 736	1704.11.5
J. Exterior Insulation and Finish Systems (EIFS)							
	☐	????? or NA	Owner's Testing Agency	☐	☐		1704.12

INSPECTION AND TESTING <i>("Continuous" & "Periodic" defined by the BCNYS; refer to applicable Technical Specification Section for additional frequency requirements)</i>	REQUIRED <i>(Required if checked; Not Applicable if not checked)</i>	TECHNICAL SPECIFICATION SECTION	INSPECTION/ TESTING RESPONSIBILITY	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE
K. Special Cases							
	☐	NA	Owner's Testing Agency	☐	☐		1704.13
L. Smoke Control							
	☐	NA	Owner's Testing Agency	☐	☐		1704.14
M. Special Inspections for Seismic Resistance: Applicable to specific structures, systems, and components							
1. Structural steel	☐	01455, 05120 or NA	Owner's Testing Agency	☒	☐	AISC Seismic	1707.2
2. Structural wood	☐	01455, 06??? or NA	Owner's Testing Agency	☒	☐		1707.3
3. Cold-formed steel framing	☐	01455, 05400 or NA	Owner's Testing Agency	☐	☒		1707.4
4. Storage racks and access floors	☐	01455, ????? or NA	Owner's Testing Agency	☐	☒		1707.5
5. Architectural components	☐	01455, ????? or NA	Owner's Testing Agency	☐	☒		1707.6
6. Mechanical and electrical components	☐	01455, ????? or NA	Owner's Testing Agency	☐	☒		1707.7
7. Seismic isolation system	☐	01455, ????? or NA	Owner's Testing Agency	☐	☒		1707.8
N. Structural Testing for Seismic Resistance: Applicable to specific structures, systems, and components							
1. Testing and verification of masonry materials and assemblies	☐	01455, 04200 or NA	Owner's Testing Agency	☐	☐		1708.1
2. Testing for seismic resistance	☐	NA	Owner's Testing Agency	☐	☐		1708.2
3. Reinforcing and prestressing steel	☐	01455, ????? or NA	Owner's Testing Agency	☐	☐	ACI 318	1708.3, 1903.5.2
4. Structural steel	☐	01455, 05120 or NA	Owner's Testing Agency	☐	☐	AISC Seismic	1708.4
5. Mechanical and electrical equipment	☐	01455, ????? or NA	Owner's Testing Agency	☐	☐		1708.5
6. Seismically isolated structures	☐	01455, ????? or NA	Owner's Testing Agency	☐	☐		1708.6, 1623.8
O. Structural Observations:							
	☐	01455 or NA	Licensed PE hired by Owner	☐	☐		1709.1
P. Other (List)							
	☐			☐	☐		
	☐			☐	☐		
	☐			☐	☐		

"Special Inspections and Tests" Report Requirements:

1. Testing Agency to furnish reports to the permitting authority/building code official and to the registered design professional. Reports to indicate that work inspected is in conformance with the contract documents. Discrepancies to be brought to the immediate attention of the contractor for correction, and reported to the registered design professional. If discrepancies are not corrected they are to be brought to the attention of the permitting authority/building code official and to the registered design professional, prior to completion of that phase of the work. Final reports documenting the tests and inspections along with discrepancies and correction of discrepancies shall be furnished to the permitting authority/building code official and to the registered design professional.

SECTION 01500 – TEMPORARY FACILITIES

IMPORTANT NOTICE

The following document, TEMPORARY FACILITIES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Supplemental General Conditions and other Division 1 Specification Sections, apply to this section.
- B. Section 01100 – Summary of Work

1.2 SUMMARY

- A. This Section includes detailed requirements for temporary facilities and controls, including temporary utilities, support facilities, security and protection.

1.3 QUALITY ASSURANCE

- A. Regulation: Each Prime Contractor / Subcontractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements
 - 2. Health and safety regulations
 - 3. Utility company regulations
 - 4. Police, fire department and rescue squad rules
 - 5. Environmental protection regulations
 - 6. Health Department regulations
 - 7. New York State Education Department requirements
- B. Standards: Each Prime Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI-A10 series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
 - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

- A. Temporary Utilities: Each Prime Contractor shall prepare a schedule indicating dates for implementation and termination of each temporary utility for which the Prime Contractor is responsible. At the earliest feasible time or unless otherwise noted, when acceptable to the Owner, change over from use of temporary service to use of permanent service. Each Prime Contractor shall be responsible to contact Dig Safe prior to any excavation work if required.

1.5 DESCRIPTION

- A. Description: Each Prime Contractor shall provide its own temporary facilities unless noted otherwise. Including storage and office trailers, power, telephone, and all costs associated thereof. Services for these temporary facilities shall not be extended from the buildings existing services.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Each Prime Contractor shall provide new materials suitable for use intended.
- B. Temporary Containment Partitions
1. Nominal 3-5/8" – 25 gage metal stud.
 2. Batt insulation.
 3. 1 Layer of Type X 5/8" fire rated gypsum wallboard with taped joints on both sides.
 4. 1/2" fire rated plywood liner on the demolition side.
 5. In lieu of 5/8" GWBX and 1/2" FRT plywood, Contractor may substitute one layer of 5/8" U.S. Gypsum Fiberock abuse-resistant type X gypsum wallboard on demolition side.
 6. Containment partitions are to have a 6-mil flame retardant polyethylene liner.
 7. Paint occupied side of partition: 1 coat primer, 1 coat paint.
- C. Lumber and Plywood: Comply with requirements as outlined in the Specifications.
1. For safety barriers, vision barriers, fences, temporary exit ramps, temporary entrances, and similar uses, provide minimum 5/8 inch (16 mm) thick exterior plywood. Provide and maintain non-slip walking surfaces on temporary exit ramps.
- D. Paint: Comply with requirements as outlined in the Specifications.
1. For job-built sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior prime.
 2. For sign panels and applied graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
- E. Tarpaulins: Provide and maintain 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.
- F. Water: Provide potable water approved by local health authorities.

2.2 EQUIPMENT

Each Prime Contractor shall provide and maintain the following as a minimum for the work of their Contract:

- A. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment. Provide covered exterior grade boxes in wet locations.
- B. Electrical Power Cords: Provide grounded extension cords. 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. Do not exceed safe length-voltage ratio.
- C. Lamps and Light Fixtures: Provide general service 26-watt compact fluorescent lamps required for adequate illumination. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

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TEMPORARY FACILITIES

- D. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized Trade association related to the type of fuel being consumed.
- E. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 8. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
 - 9. U.L. Labeled with current inspection tags affixed.

PART 3 - FACILITIES

3.1 TEMPORARY SANITARY FACILITIES

- A. The Site Work Prime Contractor will provide portable toilets for the duration of the project at each school or place of work (assume 2 at Elem., 2 at MS/HS, and 1 at Sports Field) to be used by all onsite Contractors as noted below:
 - 1. Furnish chemical toilets per OSHA 1926.51.C at the site for ALL Contractors, Subcontractors, etc. working at the site for the duration of the project. Assume all costs associated with furnishing, cleaning, servicing, restoration of toilet areas, relocating, etc. Maintain in a sanitary and clean condition at all times.
 - 2. Toilets shall be maintained, located and removed as directed by Construction Manager. Contents shall be removed and disposed of in a manner and at such intervals as necessary to maintain sanitary conditions; at minimum, weekly.
 - 3. Construction Manager's daily report will be used to determine number of toilets should there be a disagreement among the Trades.
 - 4. Contractor's personnel will not be permitted to use the Owner's facilities.

3.2 TEMPORARY WATER

- A. Drinking Water: Each Prime Contractor will provide potable water for drinking purposes for its own personnel on the site. This will be accomplished through the use of portable water containers. Furnish disposable drinking cups and receptacles to collect used drinking cups within the general location of the portable water container.
- B. Construction Water: Each Prime Contractor needs to bring in water from an offsite source to support their construction operations at no additional cost to the Owner if water is not available at locations needed for construction operations. In no way shall the limitations stated above be construed to negate the Contractors responsibility to provide the water required for various construction operations. It is the intent to use water from the Owner's domestic water system to test and fill any potable water system if the water is available. Each Contractor shall provide a "Back Flow Prevention Device" to prevent contaminated water from backing up into the Owner's domestic water system.

3.3 SNOW AND ICE REMOVAL

- A. Each Prime Contractor shall provide and maintain snow and ice removal around their office/storage trailers and pathways to their work. Any ice conditions shall be sanded or removed to maintain safe passage at all construction areas. Salt shall not be used.
- B. The General Construction Prime Contractor shall provide all snow and ice removal off roof areas for installation of roofing work.

3.4 SITE LOGISTICS

- A. Each Prime Contractor shall provide and maintain the following as it pertains to the work of their contract:
1. Temporary Construction Fencing
 2. Overhead protection for safe passage into the building
 3. Construction lay down area and parking area
 4. Temporary roadways and construction entrances
 5. Protection of existing trees, bushes, and site amenities
 6. Include dual language construction safety signage for entry requirements, hard hat, and general public safety signage. Relocate as work progresses.
- B. Each Contractor must plan, provide and maintain his own access, ramping, and egress as required for their work operations. Contractor shall maintain free and safe access on the jobsite for other related project personnel, including owner staff and their daily operations.

3.5 DUMPSTERS AND RUBBISH CONTAINERS

- A. Each Prime Contractor shall be responsible to provide and maintain dumpsters for the duration of their Prime Contract relative to their scope of work. All dumpsters are to be tarped or covered and protected from wind and weather.
1. Each Prime Contractor shall use the dumpsters they provide for the work of their contract. Nothing in this specification shall relieve each Prime Contractor from cleaning up all debris generated from work of their contract and delivering the debris to their provided dumpster.
 2. The placement of any dumpster on the project sites shall be coordinated with the Construction Manager as to their location. Each Prime Contractor shall be responsible for the emptying and removal of the dumpsters they are providing, including all tipping fees.
 3. Each Prime Contractor shall include costs to relocate dumpsters as the work progresses and shall not place in locations that will adversely effect others work including the Owners.
 4. Each Prime Contractor shall provide enclosed trash chutes for removal of debris on multiple floor structures.
 5. Each Prime Contractor performing Asbestos Abatement or removal of hazardous materials shall provide required dumpsters/containers relative to their scope of work.
 6. Each Prime Contractor shall provide site and interior trash receptacles for daily clean up and collection of trash and debris as required. Each Prime Contractor is to remove any debris generated by the work of their contract from the buildings or the site and placed in the appropriate dumpsters daily.
 7. Each Prime Contractor shall provide daily cleanup around their dumpsters.
 8. Each Prime Contractor shall restore dumpster locations to original conditions once removed or relocated at no additional cost to the owner.
 9. Each Prime Contractor shall submit to the Construction Manager all waste manifests that indicate quantities, types, and destination of materials being removed monthly from the site for the Construction Managers Construction Waste Management Plan.

3.6 TEMPORARY BUILDING ENCLOSURES

- A. Each Prime Contractor shall provide, for the work of their contract, insulated temporary weather / air tight enclosures at all openings through the building envelop and shall maintain these enclosures until the opening is used for its intended function. In all cases where temporary enclosures are required the following shall apply:
1. Each Prime Contractor requiring a temporary enclosure shall submit to the Architect and the Construction Manager an outline how this temporary enclosure is going to evolve. This submission should be detailed, including the materials that are going to be used in each temporary enclosure location. These materials shall be of the type that does not promote the spread of flames and smoke in the case of a fire. Only materials approved by the Architect shall be used. All temporary enclosures are required to be insulated to conserve energy.
 2. Each Prime Contractor responsible for the temporary enclosure shall provide temporary doors in the exterior building enclosure as required. All exterior enclosures for abatement work will be under control of the Asbestos Abatement Contractor. Install approved material to act as framing at all four sides of each door. Provide hardware for the doors as required. Provide automatic door closers on all such doors. Door hardware shall include the hinges and a panic type latching device which will allow emergency exiting from the structure, but would limit entry to the structure from the outside without a key to gain entry. Provide keys to the Construction Manager, to the Owner and to other Contractors as directed by the Construction Manager. Single doors shall be a minimum of 36" wide and double doors are to be a minimum of 44" wide. All temporary doors / openings shall be weather tight.
- B. Each Prime Contractor shall ensure that the atmosphere in the construction areas do not contaminate the atmosphere in the Owner occupied areas during construction.
- C. Each Prime Contractor shall provide protection of all existing window and door areas exposed to the construction as it pertains to the work of their contract.
- D. Each Contractor is responsible to provide a fully secured insulated weather tight temporary plywood protection for all openings created by the respective Contractor creating the penetration for installation of their work. Reference Section 01500, 2.1.

3.7 TEMPORARY CONTAINMENT PARTITIONS

- A. Each Prime Contractor shall provide all temporary containment partitions for the work of their contract. Reference Section 01500, 2.1 and as listed below.
- B. Seal all joints, door penetrations and the perimeter of the temporary containment partition for smoke, fire, and weather.
- C. Provide temporary doors and emergency exit windows in the containment partitions as required. Install approved materials to act as framing at all four sides of each door and window. Provide hardware for the doors and windows as required. Provide and maintain automatic closures, weather stripping, and sweeps on all such doors. Where partitions enclose exit passages, provide rated partition construction with panic devices at self-closing rated doors.
- D. The Electrical Prime Contractor and the General Construction Prime Contractor shall provide and maintain enclosures/security at exterior doors during hardware replacement, door replacement, asbestos abatement, security hardware installation, etc. as it pertains to the work of their contract until permanent security is reestablished.

3.8 TEMPORARY FIRE PROTECTION

- A. Each contractor performing "Hot Work" is required to provide their own fire extinguishers at each location of hot work and provide a person(s) whose sole purpose is fire watch at each location of hot work. Reference section 01500, 2.2, F. In addition, each contractor shall complete a Hot Work Permit issued by the Construction Manager.
- B. Each contractor shall provide fire extinguishers at their jobsite trailer / equipment and all toolbox locations. Reference section 01500, 2.2, F.

3.9 TEMPORARY FENCING, BARRICADING

- A. Each Prime Contractor shall provide and maintain temporary fencing, covers and barricading as required to keep unauthorized persons away from excavations and hazardous areas for which contractor is responsible. The Contractor(s) shall provide and maintain protection, which meet or exceed current OSHA Requirements. Relocate all items and modify as work progresses. Each Prime Contractor shall be responsible to provide and maintain any protection required for the security of their materials, facilities, and equipment on site.
- B. Any contractor that creates or contributes to an unsafe condition, such as, but not limited to, a fall hazard or impalement shall correct the hazard immediately.
- C. Each Contractor who requires temporary or permanent removal of perimeter and opening protection to perform his own work, shall remove and replace such protection as necessary. Protection permanently removed shall be returned to the Contractor who provided the protection. Contractor shall not allow openings or edges to be unguarded or unprotected at any time, i.e. slab openings, trenches, elevator shafts, duct chases, stairwells, slab edges, etc. where protection is removed.
- D. When required for safety, each Prime Contractor shall provide and maintain fences at its own expense, along the roadways and around the grounds for the protection of adjoining property and all persons lawfully using same.

3.10 CONSTRUCTION SIGNS

- A. Each Prime Contractor is required to provide all required construction site signage for traffic, safety and directions as it pertains to their scope of work. Provide all required temporary traffic controls as required to facilitate the project. This includes warning signs, traffic signs, barrier, warning lights, etc.
- B. Each Prime Contractor shall provide, move, remove, and maintain all signs where indicated on the plans or as requested by the Construction Manager.

3.11 MAINTENANCE AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC

- A. Each Contractor shall provide and maintain adequate traffic controls in areas impacting routine vehicular and pedestrian traffic patterns, including temporary lane closures, for the duration of the project. Each Contractor is responsible to ensure the safe and convenient passage of Owner's staff, motorists, pedestrians, adjacent property Owners', and Contractor's employees.
 - 1. Construction traffic shall not be permitted on Owner or staff/patron parking areas unless authorized by the Construction Manager and Owner.
 - 2. Traffic shall be maintained over a reasonably smooth traveled surface which shall be so marked by signs, delineators, guide devices, barriers, pavement markings and other methods that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive, or walk, day or night, over all or any portion of the work under construction where traffic is to be maintained. Installation, moving, and removing of any such delineators or guiding devices shall be included.

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- a. All reflective delineators, markers, or barriers shall be provided as specified in the New York State Manual of Uniform Traffic Control Devices.
- 3. Schedule and coordinate work to minimize the impact that removal of existing concrete, pavements and / or facilities shall have on Owner and public.
- B. Each Prime Contractor shall repair any damage to concrete, pavements, trees, shrubs, lawns and any other existing or permanent items caused by construction operations or the installation of temporary signs, railings, etc. necessary for the maintenance and protection of traffic.
- C. Each Contractor shall employ a sufficient number of competent flagmen and/or temporary traffic lights to ensure safe passage of vehicular, equipment, and pedestrian traffic. Flagmen shall wear approved safety equipment and vests in conformance with the New York State Manual of Uniform Traffic Control Devices.
- D. The Site Work Contractor shall provide temporary pavement markings approved by the Construction Manager and Architect in the event that permanent markings may not be installed. In order not to inhibit bonding of permanent pavement markings, said locations shall be offset an appropriate distance from the location of permanent pavement markings.
- E. Existing signs, markers, and delineators lost or damaged because of negligence on the part of the Contractor shall be replaced at the Contractor's expense.
- F. The Site Work Prime Contractor and the Electrical Prime Contractor shall provide and maintain all street sweeping and / or clean up as required of roads, parking lots, sidewalks, and entrances to remove construction related dirt and debris on a daily basis as it pertains to the work of their contract or as directed by the Construction Manager.

3.12 EXTERIOR DUST AND EROSION PROTECTION

- A. Each Prime Contractor shall provide and maintain dust and erosion protection whenever their work operations will produce or cause unreasonable amounts of dust, dirt, or erosion.
- B. The Site Work Prime Contractor shall devote particular attention to all new and existing drainage facilities, keeping them fully operative at all times. Ditches shall be provided at all times, even during grading operations, to adequately drain the traveled way and the remainder of the right-of-way areas.

3.13 DEWATERING

- A. The Site Work Prime Contractor shall provide and maintain all site dewatering and the Electrical Prime Contractor shall provide and maintain dewatering for his excavations. As a minimum the following shall apply:
 - 1. Provide all dewatering required to complete the work and maintain the site free of standing water through the duration of this contract. Include sloping, grading, channels, sumps, pumping, etc. required accordingly.
 - 2. Provide and maintain positive drainage of exposed surfaces toward dewatering structures for prompt removal of water from the site. Seal exposed subgrade surfaces with roller/ compactor to minimize water absorption.
 - 3. Cut, cap, and remove any abandoned utility lines encountered, whether noted on the drawings or not, during excavation, including any additional dewatering as necessary to maintain safe working conditions.

3.14 TEMPORARY STORAGE

- A. Storage space is limited and will be permitted only in areas approved by the Construction Manager and Owner in advance.
- B. Each Contractor shall provide and maintain protection of their own stored materials, both interior and exterior. This includes removal and / or protection from snow, ice, rain, dirt, or other damage. All construction materials shall be stored in a safe and secure manner. Contractor shall assume full responsibility for the protection and safekeeping of products under this Contract stored on the site and shall cooperate with the Construction Manager to ensure security for the Owner's property. Fences around construction supplies or debris shall be maintained.
- C. Each Contractor shall obtain and pay for the use of additional storage or work areas needed for their operations.

3.15 TEMPORARY CLIMATE CONTROL

- A. Each Prime Contractor shall provide any additional temporary construction heat required for construction operations related to their scope of work.

3.16 INTERIOR DUST CONTROL

- A. Work areas shall be maintained at a negative pressurization with respect to adjacent occupied areas.
- B. Each Prime Contractor shall provide portable high performance fans for work areas, and when deemed necessary, positive pressurization devices (supply air fan units with high efficiency filters) for occupied areas.
- C. Each Prime Contractor shall protect all existing surfaces and equipment from dust contamination resulting from their construction activities, which shall include existing exhaust grilles, associated ductwork and equipment filters. If no protection is provided then contractor will be responsible to repair, replace and clean all items at no cost to the owner.

3.17 TEMPORARY USE OF ELEVATORS FOR HOISTING OR WORKERS

- A. No existing or new elevators shall be used for transportation of materials or workers.

3.18 TEMPORARY COVERED WALKWAYS

- A. The General Construction Contractor shall provide, maintain, repair, relocate, and remove temporary covered walkways at points of entry and egress per OSHA requirements as required for the work of the General Contractor. Roof shall be covered with waterproof material where exposed to weather. Enclose sides of walkways with adequate materials where exposed to construction activities. General Construction Contractor is to coordinate locations of walkways with all other trades, Owner, and Construction Manager and relocate as required.

3.19 TEMPORARY STAIRS AND RAILINGS

- A. The General Construction Prime Contractor shall provide and maintain scaffold stairs to access and egress all the Elementary Roof Work per OSHA requirements. Access to the roof must be secured at off hours and/or when not in use. This stair system shall be secured with a lockable system, i.e. 8' high plywood enclosure with lockable door. Access to the roof through the building will not be permitted. Relocate stair system as work progresses and then remove when work is completed and access to roof is no longer needed.
- B. The General Construction Contractor shall provide and maintain all roof leading edge protection, as well as protection at openings, shafts, etc. per OSHA regulations.

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- C. Each Prime Contractor shall provide, maintain and eventually remove all temporary stairs, ramps, railings, and platforms, at all exterior exits to maintain emergency egress per OSHA requirements as it pertains to operations related their scope of work.
- D. Each Prime Contractor shall provide temporary handrails and toe boards at all leading edge conditions per OSHA requirements as necessary to safely perform operations related to their scope of work and to protect others.

3.20 TEMPORARY POWER AND LIGHTING

- A. The Electrical Prime Contractor shall provide, maintain, and remove all temporary power or lighting throughout all areas of the project where the work of the Electrical Contractor requires the removal/replacement of existing power or lighting. All other temporary power or lighting will be provided and maintained by the Prime Contractor requiring it.
 - 1. Lighting should be in accordance with OSHA minimum requirements.
 - 2. Temporary light bulbs and any damaged temporary lights shall be replaced on a daily basis.
 - 3. Special temporary lighting such as for painting or other operations, which require more than the standard temporary overhead lighting, shall be the responsibility of the Contractor requiring the same.
 - 4. Each Prime Contractor must provide and maintain drop cords, extensions and ground fault interrupters for their own work
- B. Each Prime Contractor shall comply with the National Electrical Code, OSHA and applicable local codes and utility regulations when providing temporary power and or lighting for their work.
- C. Do not overload circuits. Verify capacity of circuit prior to use. All receptacles to be GFCI protected.
- D. Each Prime Contractor shall be responsible to provide temporary power required for construction trailers or other temporary structures that the contractor(s) require at any of the project sites unless specifically indicated. These Electrical services will not be extended from the buildings existing services.
- E. Each Prime Contractor shall provide their own temporary power and lighting to areas of the work that electrical power or lighting does not exist if required for the work of their contract.

3.21 TEMPORARY PHONES

- A. Each Prime Contractor will make their own provisions as they require at their own expense and independent from the Owner's phone system.

3.22 TEMPORARY CONSTRUCTION TRAILERS

- A. Each Prime Contract will be allowed a total of Two (2) trailers for the project. The locations for these trailers will be coordinated
- B. No temporary contractor field offices or temporary storage will be permitted within the buildings.
- C. All material deliveries shall be scheduled as lay down and storage areas will be limited.

PART 4 - EXECUTION

4.1 GENERAL

- A. Temporary facilities shall be installed in accordance with applicable codes.
- B. Maintain temporary facilities throughout the construction period or until no longer required.

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- C. Each Prime Contract installing temporary facilities shall be responsible to remove them when they are no longer required or when directed by the Construction Manager.
- D. Repair or replace damage to the project site, existing facilities, utilities, etc. caused by the installation of temporary facilities by any Prime Contractors operations, or as directed by the Construction Manager.
- E. Any temporary protection that is removed by a Trade Contractor in order to undertake and / or complete their work, shall be reinstalled in its original form following the completion of the Work. At no time will any person or area be unprotected.

4.2 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Each Prime Contractor shall provide temporary facilities ready for use when needed to avoid delay. Maintain and modify as work progresses. Do not remove temporary facilities until they are no longer needed or replaced by permanent facilities.

END OF SECTION

SECTION 01731 – CUTTING AND PATCHING

IMPORTANT NOTICE

The following document, CUTTING AND PATCHING, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.
- B. Refer to Mechanical and Electrical Specification Sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.
- C. Each Prime Contractor shall refer to Specification Section 01100 Summary of Work for additional Cutting and patching requirements.

1.2 SUMMARY

- A. This Section specifies the requirements for cutting, patching, demolition and alteration work without limiting the generality implied by the Specifications and Drawings. Refer to Section 01100 for summary / scope of work.
- B. Work of this Section applies to Each Prime Contractor and its Subcontractors. Each Prime Contractor and their Subcontractor/s shall provide all required labor, materials, equipment, layouts, and other information for the cutting, patching, and alteration work shown, specified, or as implied to complete the work as described in this Specification Section or as indicated on the Contract Documents.

1.3 DEFINITIONS

- A. Cutting and Patching covers adjustments to, and necessary reworking of, elements of construction in both new and existing work. The following definitions for cutting and patching apply to all Contracts.
 - 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, both new and existing, required to restore the integrity of all latent construction as well as surface finishes to original or like new conditions and maintain fire rated assemblies after installation of other Work.

1.4 DESCRIPTION

- A. Each Contractor shall perform cutting and patching required for the installation of the work of their contract except where specifications or drawings specifically indicate otherwise. Each Contractor shall be responsible to review all the Contract Drawings for all trades to determine the extent of the cutting and patching that is required to install the work of their contract.
 - 1. Demolition, Cutting and Patching as indicated and as necessary to install new work in reconstruction areas of the existing building as indicated and in the new additions to the building as indicated.
 - 2. Salvage of Materials that are specifically noted on the drawings for reuse in the project, shall be carefully removed, protected, delevered and stored on the premises at location/s as directed by the Construction Manager and agreed upon by the Owner. The contractor shall clean, service and otherwise prepare these items for reinstallation in location/s indicated. The Owner reserves the right to claim any or all salvaged material/s. Any items removed and turned over to the Owner for salvage shall be itemized on a transmittal, signed for and dated by the receiving party. A copy of the signed and dated transmittal shall be

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given to the Construction manager for record. Items shown to be removed but not specifically shown to be reused in the project shall be legally disposed of by the removing contractor.

3. Each Prime Contractor shall bear the cost of all cutting and patching required by and for the installation of their work unless otherwise indicated on the drawings or in the specifications. This shall include but not limited to the following:
 - a. Cut existing architectural / structural components of the existing building as required for the installation of new work.
 - b. Patch to match existing architectural / structural features after the work of their contract has been installed.
 - c. Any modification to existing structural components required to install new work, must be submitted to the Architect and Structural Engineer for review and acceptance.
 - d. Each Prime Contractor or their Subcontractor is responsible for the actual cutting, capping, removing, relocating or otherwise making safe equipment, systems, or components of the systems that relate to their Scope of Work.
 - e. Drilling or core drilling shall be performed by the respective trade requiring it for the installation of their equipment, systems or components of their systems.
 - f. Review existing building conditions and access to install equipment in the required locations. Systems to be installed in any areas with difficult access shall be provided in sections. If it is deemed necessary to perform cutting and patching to facilitate access to certain areas to systems, then the responsibility of cutting and patching shall be by the contractor responsible for that system.
 - g. Furnish and set all sleeves for required penetrations in new and existing construction per the contract documents.
 - h. Fire safe all penetrations through fire rated construction created due to the work of their contract. All penetrations through rated construction shall be sealed fire safe by a UL listed, submitted and approved method. Patching of fire rated assemblies shall be made using new materials equal to the fire rating of the new or existing assembly. Provide smoke seals at all non fire rated partitions, floors and ceilings.
- B. Unless otherwise noted, each Prime 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 the work of 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.
 5. Provide equipment, labor, materials, and incidentals necessary for cutting and patching as required for the installation of new work and protection of adjacent existing work and or finishes.
- C. Coordination:
 1. Each Prime Contractor shall coordinate the installation of the work of their contract with the work of other Contractors to minimize cutting and patching.

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- D. In addition to contract requirements, upon written instructions of the Construction Manager:
 - 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 Construction Manager and Architect/Engineer's observation.
- E. Each Contractor shall bare the responsibility to obtain prior written consent to modify or alter the Owners property or the work of another Contractor.

1.5 SUBMITTALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.
- B. Submit any required modification/s of structural components to the Architect and Structural Engineer for their review and acceptance prior to making the modification/s.

1.6 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 submit to 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. Submit any required modification/s of structural components to the Architect and Structural Engineer for their review and acceptance prior to making the modification/s.
- 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 that is or shall be exposed to view, 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 work prematurely installed out of sequence, defective work, or work installed that is not conforming to the Contract Documents, including costs for additional services of the Construction Manager, Architect/Engineer and or costs adding to the scope of other contracts, will be paid for by the party responsible.
- 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.

1.7 WARRANTY

- A. 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.

PART 2 – PRODUCTS: Each Prime Contractor shall be responsible to provide the following, as it pertains to the work of their contract/s.

2.1 MATERIALS FOR REPLACEMENT OF WORK REMOVED

- A. Materials for each trade or specialty involved in alterations, cutting, and patching shall be furnished and installed as specified in the respective specification sections or as specifically indicated on the drawings.
- B. Where materials and installation are required but not specified, use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials. Samples of material finish or color are required for Architect's approval.
- C. Supplement relocated materials where required to complete work of the project with similar materials.

PART 3 – EXECUTION: Each Prime Contractor shall be responsible to provide the following, as it pertains to the work of their contract/s.

3.1 INSPECTION

- A. Each Prime Contractor shall be responsible for visiting the site and building/s, studying the drawings, making his own determination as to items, quantities and limits of all cut and patch required for their work.
 - 1. The owner will not make additional payment on claims resulting from incomplete estimate of cut and patch by a Prime Contractor.
- B. Inspect existing condition of work, including elements subject to movement or damage during removal of adjacent materials.
 - 1. Photograph existing damage, which could be misconstrued as damage resulting from the Work of this Contract. State location and date of photograph and file with the Architect and Construction Manager prior to starting work.
- C. After uncovering work, inspect conditions affecting installation of new products.

3.2 PREPARATION: PRIOR TO CUTTING

- A. Provide shoring, bracing and support as required to maintain structural integrity of project.
- B. Provide protection for materials on adjacent surfaces.
- C. Provide protection when work will be exposed to the elements.
- D. 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 Contractor working hours.
- E. 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.

3.3 PERFORMANCE

- A. Material specifically noted on the drawings to be reused and relocated in the project shall be carefully removed, protected, delivered and stored on the premises at location/s as directed by the Construction Manager and agreed upon by the Owner. Any items removed and turned over to the Owner or another contractor for salvage or reuse shall be itemized on a transmittal, signed for and dated by the receiving party. A copy of the signed and dated

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transmittal shall be given to the Construction manager for record. Items shown to be removed but not specifically shown to be turned over or reused shall be removed from the site and legally disposed of by the removing contractor.

- 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. Include all costs to restore or replace work scheduled to remain, which has been cut, removed, damaged or adversely altered while performing the work of this contract. 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 smoke barriers, 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 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 area 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.
 - a. Plaster – Patch existing plaster surface as follows:
 - 1. Areas 20 sq.in. or less: Apply plaster directly to substrate.
 - 2. Areas more than 20 sq. in.: Use metal lath and plaster system over substrate.

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- b. Cracked plaster not requiring removal: Prepare cracked area/s prior to patch, extend patched area/s a minimum of 6 in. on both sides of cracks and a minimum of 6 in. beyond both ends of cracks.
 - c. Replace or repair plaster surfaces behind, and concealed by, existing chalkboards, tackboards, whiteboards or any other items specified to be removed
 - d. Ceramic Tile: Match patterns, colors, and installation methods of existing tile.
 - e. Ceilings: Review new ceiling patterns with the Architect and other affected contracts in the field prior to installing the new ceiling and its support system.
 - f. Resilient Flooring: Remove all materials from the substrate that will adversely effect the installation of the new specified flooring and prepare the substrate in accordance with recommendations of the new flooring manufacturer. Provide all specified leveling and flash patch of the substrate.
 - g. Carpet: Remove all materials from the substrate that will adversely effect the installation of the new specified carpet and prepare the substrate in accordance with recommendations of the new carpet manufacturer. Provide all specified leveling and flash patch of the substrate.
 - h. Painting.
 - 1. Where alteration work involves 1 or 2 walls in a room or area, paint the entire surface of only the walls involved in alteration.
 - 2. Where alteration work involves more than 2 walls in a room or area, paint all walls in the room or area unless otherwise indicated.
4. Patching around penetrations:
- a. Where new construction will encompass existing to remain MEP, structural or architectural components, the installing contractor shall provide approved fire rated assemblies at the perimeter of new fire rated construction. Provide smoke-tight seals through new non fire rated construction.
 - b. Where new MEP, structural, or architectural work will penetrate existing fire rated construction, the installing contractor shall provide approved fire rated assemblies. Provide smoke- tight seals around penetrations through existing non fire rated construction.
 - c. Where new MEP work will penetrate new fire rated walls, floors or ceilings, the MEP contractor shall provide approved sleeves and fire rated assemblies within the sleeves. The MEP contractor shall also provide approved fire rated assemblies outside the sleeves if the MEP contractor cuts the penetration/s after the new wall, floor or ceiling is installed. Provide smoke-tight seals at non rated construction.
 - d. The contractor installing the new wall, floor or ceiling shall provide an approved fire rated assembly outside the MEP contractor's sleeves if the new wall, floor or ceiling is installed following the MEP installation.
5. Patch, repair, or rehang existing ceiling as necessary to provide an even plane surface of uniform appearance. Replace any components of the ceiling or its support system which become damaged while installing new work. All new components shall match the existing components both in quality and in appearance.
6. Provide approved sealants at all locations where dissimilar materials intersect, to include but not limited to: GWB to masonry, millwork to adjacent surfaces, door frames to walls and floors, perimeter edges of access doors, wall angles for ceiling support systems at walls and soffits, etc..
7. Provide adequate protection to adjacent finishes during all patch work.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site or within buildings.

3.5 CLEANING

- A. Clean all dust and debris generated as a result of selective demolition work from all surfaces (at a minimum daily).

END OF SECTION

SECTION 01732 – SELECTIVE DEMOLITION

IMPORTANT NOTICE

The following document, SELECTIVE DEMOLITION, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for selective demolition.
- B. Refer to other Sections for specific requirements and limitations applicable to selective demolition pertaining to individual parts of the Work.
 - 1. Requirements of this Section apply to all Prime Contracts; refer to appropriate divisions for other requirements.

1.3 DEFINITIONS

- A. 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, chopping, excavating, saw-cutting, trenching, backfill and compaction and other similar operations.
- B. Patching: Restoration, replacement and installation of construction material, both new and existing, required to restore the integrity of all latent construction as well as surface finishes to original or like new conditions and maintain fire rated assemblies after installation of other Work.
- C. Salvage of Materials: Any items specifically noted on the drawings for reuse in the project shall be carefully removed, protected, delivered and stored on the premises at location/s as directed by the Construction Manager and agreed upon by the Owner. The contractor shall clean, service and otherwise prepare these items for reinstallation in location/s indicated. The Owner reserves the right to claim any or all salvaged material/s. Any items removed and turned over to the Owner for salvage shall be itemized on a transmittal, signed for and dated by the receiving party. A copy of the signed and dated transmittal shall be given to the Construction manager for record. Items shown to be removed but not specifically shown to be reused in the project shall be legally disposed of by the removing contractor.
- D. Protection: Protect all existing construction and finished surfaces indicated to remain against damage and soiling during selective demolition. Items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 SUBMITTALS

- A. Selective Demolition Plan: Submit a plan describing procedures at least 10 days before the time selective demolition will be performed for review and coordination. Include the following information:
 - 1. Dates: Indicate when selective demolition will be performed.
 - 2. Utilities: List utilities that selective demolition procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
 - 3. Structural Elements: Prior to performing selective demolition which involves adding reinforcement or altering existing structural elements, submit details and engineering calculations showing the alteration/s and or integration of reinforcement with original structure to the Arch. & Engineer for their review, comments and acceptance.
 - 4. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing to Construction Manager that indicates the means and methods proposed for use, proposed locations, and proposed time frame for

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SELECTIVE DEMOLITION

each operation. Identify alternative options if proposed means and methods are later determined to be inadequate. Also identify areas where means and methods will adversely impact the Owners day to day operations of the occupied buildings & grounds as well as other contractors' access to the work of their contracts.

5. Schedule of selective demolition activities indicating the following:
 - a. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - b. Interruption of utility services.
 - c. Coordination for shutoff, capping, and continuation of utility services.
 - d. Use of stairs and means of egress.
 - e. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of other work and a safe environment for the Owners staff & students.
6. Pre-demolition Photographs or Video recording: Show conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit to Construction Manager before Work begins.
7. Record drawings at Project closeout.
 - a. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.5 QUALITY ASSURANCE

- A. Perform removal work in careful workmanship manner with skilled labor protecting existing adjacent construction and finished surfaces to remain.
- B. Notify affected utility companies before starting work and comply with their requirements.
- C. Pre-demolition Conference: If needed, conduct conference on site to review methods and procedures related to selective demolition including, but not limited to, the following:
 1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review the requirements for work to be performed by other contracts. Schedule and perform selective demolition to assure other contracts have the required access to latent conditions needed to perform their work and maintain the Master Schedules milestone dates.
- D. Requirements for Structural Work: Prior to performing selective demolition which involves adding reinforcement or altering existing structural elements, submit details and engineering calculations showing the alteration/s and or integration of reinforcement with original structure to the Arch. & Engineer for their review, comments and acceptance.
- E. Operational and Safety Limitations: Do not selectively demolish 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.
- F. Visual Requirements: Do not selectively demolish construction that is or shall be exposed to view, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace any new construction that in the Architect's opinion has been installed within a poorly preformed selectively demolished space and deemed to be visually unsatisfactory.

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SELECTIVE DEMOLITION**

- G. Miscellaneous Elements: Do not selectively demolish 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 result in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise and vibration-control elements and systems.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition operations, by methods and with materials so as not to void existing warranties.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be selectively demolished and conditions under which selective demolition are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected and the area is prepared to receive new finishes in a aesthetically acceptable manner.
- B. Verify that utilities have been disconnected and capped.
- C. Survey existing conditions and correlate with requirements indicated on the contract documents to determine extent of selective demolition required for the work of all contracts.
- D. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- E. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly notify the Construction Manager and Architect for direction.
- F. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off, modify or extend indicated utility services serving buildings or grounds to be selectively demolished.
1. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the buildings and grounds before proceeding with selective demolition where required.

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SELECTIVE DEMOLITION

2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit.
- C. Utility Requirements: Refer to Mechanical and Electrical Specification Sections for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

- A. Temporary Support: Provide temporary support of work to be selectively demolished and any adjacent work requiring support following the selective demolition.
- B. Protection: Protect existing construction during selective demolition to prevent damage. Provide protection from adverse weather conditions for areas that might be exposed during selective demolition operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services if required, before selective demolition cutting occurs, to minimize interruption of services to occupied areas.
- E. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- F. Conduct selective demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- G. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways as required per the contract documents and by governing regulations. Refer to Div. 1 for additional requirements.
- H. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 1. Erect temporary protection, such as walls, walks, fences, railings, canopies, and covered passageways, etc. where required to assure protection and safety.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Provide temporary weather protection, during interval between demolition and installation of new construction, to ensure that no water leakage or damage occurs to structure or interior areas.
 4. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
- I. Provide and maintain interior and exterior shoring, bracing, or structural support as necessary to preserve stability and prevent movement, settlement, or collapse of buildings or any other entity to be either selectively demolished or left in place following the selective demolition.
 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 1. Do not use water when it may damage new construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

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SELECTIVE DEMOLITION

- B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.

3.5 PERFORMANCE

- A. General: Employ skilled workers to perform selective demolition. Proceed with selective demolition at the earliest feasible time and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage existing elements scheduled to remain. 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 Carborundum saw or diamond core drill.
- C. 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 area 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.
 - a. Plaster – Patch existing plaster surface as follows:
 1. Areas 20 sq.in. or less: Apply plaster directly to substrate.
 2. Areas more than 20 sq. in.: Use metal lath and plaster system over substrate.
 - b. Cracked plaster not requiring removal: Prepare cracked area/s prior to patch, extend patched area/s a minimum of 6 in. on both sides of cracks and a minimum of 6 in. beyond both ends of cracks.
 - c. Replace or repair plaster surfaces behind, and concealed by, existing chalkboards, tackboards, whiteboards or any other items specified to be removed.
 - d. Ceramic Tile: Match patterns, colors, and installation methods of existing tile.
 - e. Ceilings: Review new ceiling patterns with the Architect and other affected contracts in the field prior to installing the new ceiling and its support system.
 - f. Resilient Flooring: Remove all materials from the substrate that will adversely effect the installation of the new specified flooring and prepare the substrate in accordance with recommendations of the new flooring manufacturer. Provide all specified leveling and flash patch of the substrate.
 - g. Carpet: Remove all materials from the substrate that will adversely effect the installation of the new specified carpet and prepare the substrate in accordance with recommendations of the new carpet manufacturer. Provide all specified leveling and flash patch of the substrate.
 - h. Painting.
 1. Where alteration work involves 1 or 2 walls in a room or area, paint the entire surface of only the walls involved in alteration.
 2. Where alteration work involves more than 2 walls in a room or area, paint all walls in the room or area unless otherwise indicated.

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4. Patching around penetrations:
 - a. Where new construction will encompass existing to remain MEP, structural or architectural components, the installing contractor shall provide approved fire rated assemblies at the perimeter of new fire rated construction. Provide smoke-tight seals through new non fire rated construction.
 - b. Where new MEP, structural, or architectural work will penetrate existing fire rated construction, the installing contractor shall provide approved fire rated assemblies. Provide smoke- tight seals around penetrations through existing non fire rated construction.
 - c. Where new MEP work will penetrate new fire rated walls, floors or ceilings, the installing MEP contractor shall provide approved sleeves and fire rated assemblies within the sleeves. The installing MEP contractor shall also provide approved fire rated assemblies outside the sleeves if the installing MEP contractor cuts-in the penetration/s after the new wall, floor or ceiling is installed. The installing MEP contractor shall provide smoke-tight seals at non rated construction.
 - d. The contractor installing the new wall, floor or ceiling shall provide an approved fire rated assembly outside the MEP contractor's sleeves if the new wall, floor or ceiling is installed following the MEP installation.
5. Patch, repair, or rehang existing ceiling as necessary to provide an even plane surface of uniform appearance. Replace any components of the ceiling or its support system which become damaged while installing new work. All new components shall match the existing components both in quality and in appearance.
6. Provide approved sealants at all locations where dissimilar materials intersect, to include but not limited to: GWB to masonry, millwork to adjacent surfaces, door frames to walls and floors, perimeter edges of access doors, wall angles for ceiling support systems at walls and soffits, etc..
7. Provide adequate protection to adjacent finishes during all patch work.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site or within buildings.

3.7 CLEANING

- A. Clean all dust and debris generated as a result of selective demolition work from all surfaces (at a minimum daily).

END OF SECTION

SECTION 01740 – PROGRESS CLEANING

IMPORTANT NOTICE

The following document, PROGRESS CLEANING, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

SECTION 01740
PROGRESS CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the requirements for clean up by each Prime Contractor as it pertains to their work operations. Also refer to Section 01100 and Section 01500 for additional requirements and or information.

1.3 DESCRIPTION

- A. Maintain premises and public properties free from accumulations of waste, debris, mud, and rubbish caused by work operations.
- B. All occupied portions of the facility affected by the construction activity shall be cleaned at the close of each workday.
- C. Upon Substantial Completion of Work, remove balance of waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all exposed surfaces; leave project clean and ready for occupancy.

1.4 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accordance with safety and insurance standards.
- B. Hazards Control
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes that create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only cleaning products recommended by manufacturer of surface to be cleaned.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials, mud and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Erect dustproof barriers to prevent dust from migrating through the building from work areas.

- C. Each day each Prime Contractor shall affect the following:
1. Areas of intense activity, such as cutting and sawing must be swept clean and reorganized at the end of each day.
 2. Areas of moderate activity must be swept using sweeping compound and returned to good order at the end of each day.
 3. Debris below scaffolds (and shoring) must at all times, be kept sufficiently consolidated to keep walkways free of tripping hazards. These work areas must also be swept clean using sweeping compound daily and immediately upon removal of scaffolds.
 4. By the end of each work day, all debris, waste materials, and packing must be removed from the buildings or collected from the site and placed in the appropriate dumpster or hauled off site and properly disposed of.
 5. All stored material must be kept in good order.
 6. As portions of the work are completed, all used and excess materials must be removed promptly.
 7. Daily clean-up and good housekeeping is the responsibility of each Prime Contractor and will be monitored by the Construction Manager.
 8. Contractors shall promptly comply with requests to organize scattered materials.
 9. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. No material shall be dropped or thrown outside the walls of the building.
 10. Each Prime Contractor shall provide and use sweeping compound while performing clean up of their work operations within the buildings. This is to include areas where tracking dust and dirt out of work zones or into the buildings from outside occurs. Tracking or general migration of dust and dirt into occupied areas of the buildings shall be wet moped as often as necessary if sweeping compound proves to be insufficient.
 11. The Site Contractor shall provide all necessary means to control and clean up migration of dust, dirt, mud and debris generated by or as a result of the work of their contract.
 12. The Electrical Contractor shall provide all necessary means to control and clean up migration of dust, dirt, mud and debris generated by or as a result of site excavation work of their contract. This is in addition to clean up required under the Electrical contract inside the buildings.
 13. Each Prime Contractor shall provide and maintain adequate equipment and cleaning supplies on site for their work operations. At no time shall any contractor use the Owners supplies, equipment or trash receptacles for the clean up of their work operations.
 14. Each Prime contractor shall provide all dumpsters and assume all costs associated with dumpster service, scheduling pick ups, clean up around dumpsters, restoration at dumpster locations, etc. for the debris generated by the work of their contract. Debris generated by the work shall not be stored in the buildings or stock piled on the site.
- D. Separate and recycle as required by local authorities and regulations.
- E. Handle materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights.
- F. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- G. Excess concrete, block, terrazzo mix, mortar or grout is the responsibility of the Contractor to remove from the site.
- H. Each Contractor working on site shall provide the Construction Manager with one worker as required by the Construction Manager to perform clean up at the site at a minimum once per week.

3.2 FINAL CLEANING

- A. Each Prime Contractor shall provide final cleaning of all surfaces within areas of their work as well as any new work installed under their Scope of work. This shall be accomplished prior to acceptance by the Construction Manager and the Architect, and prior to the Owners occupancy.
- B. Remove grease, dust, dirt, stains, labels, protective covers or wrappings, fingerprints, and other foreign materials from sight, exposed interior and exterior finished surfaces; polish surfaces to a shined finish.

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PROGRESS CLEANING**

- C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- D. Provide all required finishes on installed materials per the contract documents. Use only products recommended by the manufacturer of the materials the finishes are to be applied to. ie; coats of wax on new VCT flooring.
- E. In preparation for substantial completion or occupancy, the Owner and Construction Manager will conduct an inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- F. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

SECTION 01770 – PROJECT CLOSEOUT

IMPORTANT NOTICE

The following document, PROJECT CLOSEOUT, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the process and requirements for project closeout procedures for all Contractors.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Substantial Completion: Comply with requirements of Article 9.8 of General Conditions, and the following procedures.
 - 1. Construction Deficiency Reports.
 - a. Format for Reports: Itemized listing indicating the location of each item within the building and describing in detail the work required to complete the item.
 - b. The Architect is to submit Construction Deficiency Reports to the appropriate Prime Contractor. The Prime Contractor is to provide written status of completion on all Construction Deficiency Reports and ongoing corrective work no later than thirty (30) days prior to the Substantial Completion Inspection.
 - 2. Substantial Completion Inspection: Completed within seven (7) working days after the date of Substantial Completion, (as defined in bid documents or amended by Change Order.)
 - a. Upon completion of the inspection, in accordance with Article 9.8.2 of the General and Supplementary Conditions, the Architect will issue a Substantial Completion Inspection Report documenting the status of the Work and identifying if the work or designated portion thereof meets the criteria for Substantial Completion.

1.4 FINAL INSPECTION PROCEDURES

- A. Final Inspection: On the date or within seven (7) days following the Final Completion Date (as defined in the bid documents or amended by Change Order, the Architect will conduct a Final Inspection. As a result of this inspection and in accordance with the General and Supplementary Conditions, the Architect will issue a Final Inspection Report documenting the status of the Work, including but not limited to the following:
 - 1. All items identified in Paragraph 9.10.2 of General Conditions have been completed and submitted to the Architect.
 - 2. All systems and equipment have been cleaned, tested, and adjusted, and all motors have been lubricated.
 - 3. All items on Architect's Substantial Completion Inspection Report have been completed.
 - 4. All operating and maintenance data, project record documents, warranties, spare parts, and similar items specified in this section and in other sections of Project Manual have been prepared and submitted to Owner.
 - 5. Instruction of Owner's personnel in accordance with specified requirements has been completed and the required submittals made.

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PROJECT CLOSEOUT

6. All receipts and similar documentation have been obtained and delivered to the Owner as specified.
7. Certification to the following items by the Contractor has been prepared and attached to final inspection notice:
 - a. Prime Contractor has reviewed contract documents, and Work has been completed in accordance with Contract Documents.
 - b. Project has been inspected by the Prime Contractor and is in compliance with Contract Document requirements.
 - c. Equipment and systems have been tested in presence of Owner's representative and are operational.
 - d. Project has been completed and is ready for final inspection.
8. Letter on Contractor's letterhead stationery delivered to the Architect certifying that no asbestos or materials containing asbestos have been installed as part of this Project.
9. Submit (in triplicate) items identified in Paragraph 9.10.2 of General Conditions in following forms:
 - a. AIA G706, Contractor's Affidavit of Payment of Debts and Claims.
 - b. AIA G706A, Contractor's Affidavit of Release of Liens.
 - c. AIA G707, Consent of Surety to Final Payment.
10. Architect's Final Inspection shall be completed within seven (7) days following the Final Completion Date.
11. Refer to Article 9.10 of General Conditions for procedures if Work is considered by Architect to be complete after final inspection.
12. Should the Architect consider Work is not complete, written notification shall be sent to the appropriate Prime Contractor that the Work is not complete and identify the reasons the Work is not considered complete.
 - a. Prime Contractor shall take immediate steps to correct conditions identified in the Architect's notification, and notify the Architect in writing when conditions have been corrected and the Work is ready for re-inspection.
 - b. Architect shall re-inspect Work as soon as possible upon receipt of Contractor's notification that Work is ready for re-inspection.
 - c. Cost of Architect's re-inspection, as well as additional services required for the extension of the Architect's contract, shall be deducted from Prime Contractor's final payment, in accordance with General and Supplementary Conditions.

1.5 REINSPECTION COSTS

- A. All Contractors are required to complete all "punch list" items and all "close out" requirements within 30 (thirty) calendar days after substantial completion. If the Architect and Construction Manager are required to provide additional services, extend the duration of services to the Owner and/or perform additional inspections because the Contractor fails to comply with the requirements of the Contract, or the Contractor did not complete the work in accordance with the construction schedule, the amount of compensation paid to the Architect/Engineer and Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor. If the Contractor does not complete the punch list work within 30 (thirty) calendar days after substantial completion, the Owner and Construction Manager retain the right to hire another Contractor to complete the punch

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PROJECT CLOSEOUT**

list on a time and material bases and deduct the cost of completing this work and any and all other remaining punch list work items and deduct such cost from the Contractor's application for payment.

1.6 CLOSEOUT SUBMITTALS

- A. Project Records Documents: Section 01780.
Operating and Maintenance Data / Demonstration and Training: Section 01781.
Warranties and Guarantees: Section 01782.
- B. Spare Parts and Maintenance Materials: Deliver to Owner prior to the final inspection, all spare parts, extra materials, and similar items required by technical specification sections. Obtain written receipts for the items turned over, and copy the Construction Manager. Itemize the turned over items on the receipt, listing quantity, and what each spare part is for.
- C. Deliver evidence of compliance with requirements of governing authorities.
 - 1. Certificates of Inspection
 - a. Elevators.
 - b. Plumbing
 - c. HVAC
 - d. Electrical
 - i. NYBFU
 - e. Others if required
- D. Deliver Certificate of Insurance covering the warranty period as specified in the Contract Documents.
- E. The Asbestos Abatement Contractor shall supply the following in addition to all other items listed herein:
 - 1. Physical/Exams and Worker Acknowledgment.
 - 2. All testing and lab results.
 - 3. Transportation and disposal records.

1.7 FINAL APPLICATION FOR PAYMENT

- A. Refer to Specification 01290 for final application for payment requirements.

END OF SECTION

SECTION 01780 – PROJECT RECORD DOCUMENTS

IMPORTANT NOTICE

The following document, PROJECT RECORD DOCUMENTS, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the requirements for project record documents.

1.3 MAINTENANCE OF DOCUMENTS

- A. Maintain, at job site, one copy of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Approved Shop Drawings
 - 5. Supplemental Instructions
 - 6. Change Orders
 - 7. Other Modifications to Contract
 - 8. Project Record Drawings / As-Built Drawings
 - 9. Field Test Records
 - 10. Correspondence File
 - 11. Material Safety Data Sheets
 - 12. All documentation required by OSHA, State, Federal and Local Authorities.
- B. Store documents in approved locations, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Maintain documents in clean, dry, legible condition.
- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by Construction Manager, Architect/Engineer and Owner.
- G. File documents in accordance with Project Filing Format of Uniform Construction Index.

1.4 MARKING DEVICES

- A. Provide felt marking pen for marking, conforming to following color code:
 - 1. Red for General Construction Work.
 - 2. Blue for Site Work.
 - 3. Green for Technology Work.
 - 4. Brown for Electrical Work.
 - 5. Black for other written notations.

1.5 RECORDING

- A. Label each document "PROJECT RECORD" in two inch high printed letters.
- B. Keep record documents current.

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PROJECT RECORD DOCUMENTS

- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings
 - 1. Legibly mark to record actual construction:
 - a. All items from Addendums
 - b. Depths of various elements of foundation in relation to the finish floor.
 - c. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - d. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - e. Field changes of dimension and detail.
 - f. Changes made by Supplemental Instructions of Change Order.
 - g. Details not on original Contract Drawings.
- E. Specifications and Addenda
 - 1. Legibly mark-up each section to record:
 - a. All items from Addendums
 - b. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - c. Changes made by Supplemental Instructions of Change Order.
 - d. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents. Legibly mark-up approved shop drawings to show changes made after review.
- G. Upon completion of the project, the Contractor shall transfer all "As Built" information to one (1) set of reproducible drawings, and shall provide one (1) copy in electronic format and (1) copy in opaque print. These accurate "As Built" must be submitted and reviewed by Architect/Engineer prior to the release of retainage. "As Built documents shall not bear the seal or signature of the Architect/Engineer".
- H. One set of reproducible mylar tracing of Contract Drawings will be provided to each Prime Contractor at beginning of Work at no cost. These tracings are to be used for purposes listed in this Article "Project Record Documents", and delivered to the Owner, via the Construction Manager, at completion of Project. Refer to Article 3.11 of the General Conditions.
 - 1. If any, or all, tracings are lost, stolen, or destroyed, the Prime Contractor shall pay the cost of replacement tracings as follows:
 - a. Large sheets (30" x 42") - \$45.00 per sheet.
 - b. Small sheets (11" x 17") - \$15.00 per sheet.
 - 2. Clearly and neatly, incorporate all changes due to addenda, change orders, field conditions; and record actual locations of all items on tracings.
 - 3. Clearly and neatly, incorporate Prime Contractor's name and address on each Record Document in black permanent markings. Locate information to avoid obscuring any information on the document.
 - 4. Submit prints of record drawings when requested for interim approval. Checks will be made periodically during the Project.
 - 5. Accurately locate by measurement, level, and transit, all final locations of exterior underground pipes, electrical raceways, utility services, etc.

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PROJECT RECORD DOCUMENTS

6. Show all plumbing fixtures, valves, switches, panel boxes, and similar components in their final location.

1.6 CONTRACTOR'S DAILY REPORT

- A. Form: Provided by Construction Manager.
- B. Information Required:
 1. Day, Date.
 2. Name of Contractor/Subcontractors.
 3. Manpower breakdown by Contractor/Subcontractor with hours worked.
 4. Description of where working and operations.
 5. Description of work being performed – Base Contract, Change Order, or Disputed Work
 6. General description of material delivered.
 7. List of visitors.
 8. Remarks on accidents, progress of work, etc.
 9. List of equipment.
 10. Listing of Manpower trades and classifications to be used.
 11. Temperature and weather conditions.
- C. Contractors Daily records shall be copied and provided to the Construction Manager at the end of every work day. Such daily reports shall include a daily accounting of all labor and all equipment on the site for the contractor and all subcontractors, at every tier.

1.7 CONCRETE POUR CARDS

- A. Contractors pouring concrete shall fill out the card and procure the required signatures prior to the pouring. All applicable trades and Testing Agencies shall coordinate in facilitating this procedure. Refer to Section 00852.

1.8 SUBMISSION REQUIREMENTS

- A. Deliver Contractor's Daily Report to the Construction Manager's Superintendent at the end of each day.
- B. At completion of project, deliver record documents to Construction Manager.
- C. Accompany submittal with transmittal letter, in duplicate containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each record document
 5. Certification that each document as submitted is complete and accurate.
 6. Signature of Contractor, or authorized representative.

END OF SECTION

SECTION 01781 – OPERATION AND MAINTENANCE DATA / DEMONSTRATION AND TRAINING

IMPORTANT NOTICE

The following document, OPERATION AND MAINTENANCE DATA / DEMONSTRATION AND TRAINING, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals.

1.3 DESCRIPTION

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Prepare operating and maintenance data as specified in this Section and as referenced in other sections of Specifications.
- C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.4 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Skilled as a technical writer to the extent required to communicate essential data.
 - 2. Skilled as a draftsman competent to prepare required drawings.

1.5 FORM OF SUBMISSION

- A. Prepare data in the form of an instructional manual for use by Owner's personnel. Additionally, provide all submitted information in an electronic PDF format on disk.
- B. Format:
 - 1. Size: 8 1/2 inch X 11 inch.
 - 2. Paper: 10 pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to size of text pages.
 - 5. Provide tabbed indexed dividers for each separate product, piece of operating equipment, or system.
 - a. Divide information by specification section, major equipment, or systems.
 - b. Provide typed description of product and major component parts of equipment or system.
 - 6. Cover: Identify each volume (front and spine) with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project
 - b. Identity of separate structures as applicable.
 - c. Identity of general subject matter covered in the manual.
 - 7. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software.
- C. Binders:
 - 1. Commercial quality three D-ring binders with durable and cleanable plastic covers.

2. Minimum ring size: 1 inch. Size 1/4" thicker than material for future inserts.
3. When multiple binders are used, correlate the data into related consistent groupings.

1.6 CONTENT OF MANUAL

- A. Title page with project title, Architect, Engineer, Construction Manager, Contractor, and Subcontractors with addresses, telephone numbers, and contacts.
- B. Neatly typewritten table of contents for each volume, arranged in systematic order describing all index tabs.
 1. List of each product required to be included, indexed to the content of the volume.
 2. List with each product, the name, address, telephone number, and contacts of:
 - a. Subcontractors and major equipment suppliers.
 - b. Local source of supply for parts and replacement.
 3. Identify each product by product name and other identifying symbols as described in Contract Documents.
- C. Product Data:
 1. Include only those sheets that are pertinent to the specific product.
 2. Mark each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - i. Delete references to inapplicable information.
- D. Drawings:
 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 2. Coordinate drawings with Project Record Documents to assure correct illustration of completed installation.
 - a. Do not use Project Record Documents as maintenance drawings.
- E. Start-Up Reports:
 1. Copies of factory inspections and / or equipment start-up reports.
- F. Written text, as required to supplement product data for the particular installation:
 1. Organize in a consistent format under separate headings for different procedures.
 2. Provide a logical sequence of instructions for each procedure.
- G. Copy of each warranty, guarantee and service contract issued.
 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in the event of failure.
 - b. Instances that might affect the validity of warranties or guarantees.

1.7 MANUAL FOR MATERIALS AND FINISHES

- A. Submit three (3) copies of complete manual in final form.
- B. Content, for moisture-protection and weather-exposed products:
 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Cautions against cleaning agents and methods that are detrimental to the product.
 - c. Recommended schedule for cleaning and maintenance.
- C. Content, for moisture-protection and weather-exposed products:
 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards

- b. Chemical composition
- c. Details of installation
- 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: The respective sections of Specifications.
- E. Provide complete information for all products specified.

1.8 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three (3) copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts:
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
 - 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance Schedule and Procedures:
 - a. Chart listing routine maintenance requirements and frequency.
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly instructions.
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication schedule:
 - a. List of lubricants in all equipment and recommended frequency of lubrication.
 - 5. Manufacturer's printed operating and maintenance instructions.
 - 6. Description of sequence of operation by control manufacturer.
 - 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 - 8. Copies of factory inspections and / or equipment start-up reports.
 - 9. Schematic wiring diagrams of the equipment that have been updated for field conditions.
 - 10. As-installed control diagrams by controls manufacturer.
 - 11. Each Contractor's coordination drawings.
 - a. As-installed color-coded piping diagrams.
 - 12. Charts of valve tag numbers, with the location and function of each valve.
 - 13. List of original manufacturer's spare parts, suppliers, and recommended quantities to be maintained in storage.
 - 14. Instruction books, cards, and manuals furnished with the equipment and / or system.
 - 15. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
 - 1. Description of system and component parts:
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - 2. Circuit directories of panel boards:
 - a. Electrical service
 - b. Controls
 - c. Communications

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OPERATION AND MAINTENANCE DATA / DEMONSTRATION AND TRAINING

3. As-installed color-coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance Schedule and Procedures:
 - a. Chart listing routine maintenance requirements and frequency.
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly instructions.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. Schematic wiring diagrams of the equipment that have been updated for field conditions.
 8. Copies of factory inspections and / or equipment start-up reports.
 9. List of original manufacturer's spare parts, suppliers, and recommended quantities to be maintained in storage.
 10. Instruction books, cards, and manuals furnished with the equipment and / or system.
 11. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: The respective sections of Specifications.

1.9 SUBMISSION SCHEDULE

- A. Submission of O&M Manuals will take place at a minimum, when the approved payment application reaches 70% of the contract value. Upon approval of the O&M Manuals, a maximum of 75% of the scheduled value for the O&M manuals will be approved in a subsequent payment application. Exclusions for the 75% complete O&M Manuals include: Final testing reports (Not Balancing), Final proof of Owner Instructions and Final Warranties.
1. Copy will be returned after final inspection or acceptance, with comments.
- B. Submit specified number of copies of approved data in final form ten (10) days after final inspection or acceptance.

1.10 DEMONSTRATING AND TRAINING

- A. Prior to final inspection or acceptance, fully demonstrate and train Owner's designated personnel in the operation, adjustment and maintenance of products, equipment and systems.
- B. Demonstration and training shall be structured and include the following:
1. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 - a. Equipment, including food-service equipment, clock system, and communication system.
 - b. Fire-protection systems, including fire alarm.
 - c. Heat generation, including boilers, feedwater equipment, and pumps.
 - d. HVAC systems, including air-handling equipment and terminal equipment and devices.
 - e. HVAC instrumentation and controls.
 - f. Electrical service and distribution, including uninterruptible power supplies and motor controls.
 - g. Conveying systems including elevators.

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2. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
- a. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - i. System, subsystem, and equipment descriptions.
 - ii. Performance and design criteria if Contractor is delegated design responsibility.
 - iii. Operating standards.
 - iv. Equipment function.
 - v. Operating characteristics.
 - vi. Limiting conditions.
 - b. Documentation: Review the following items in detail:
 - i. Operations manuals.
 - ii. Maintenance manuals.
 - iii. Identification systems.
 - iv. Maintenance service agreements and similar continuing commitments.
 - c. Emergencies: Include the following, as applicable:
 - i. Instructions on meaning of warnings, trouble indications, and error messages.
 - ii. Instructions on stopping.
 - iii. Shutdown instructions for each type of emergency.
 - iv. Operating instructions for conditions outside of normal operating limits.
 - v. Sequences for electric or electronic systems.
 - vi. Special operating instructions and procedures.
 - d. Operations: Include the following, as applicable:
 - i. Startup procedures.
 - ii. Equipment or system break-in procedures.
 - iii. Routine and normal operating instructions.
 - iv. Regulation and control procedures.
 - v. Control sequences.
 - vi. Normal shutdown instructions.
 - vii. Operating procedures for system, subsystem, or equipment failure.
 - viii. Seasonal and weekend operating instructions.
 - ix. Required sequences for electric or electronic systems.
 - e. Adjustments: Include the following:
 - i. Alignments.
 - ii. Checking adjustments.
 - iii. Noise and vibration adjustments.
 - iv. Economy and efficiency adjustments.
 - f. Troubleshooting: Include the following:
 - i. Diagnostic instructions.
 - ii. Test and inspection procedures.
 - g. Maintenance: Include the following:
 - i. Inspection procedures.
 - ii. Types of cleaning agents to be used and methods of cleaning.
 - iii. List of cleaning agents and methods of cleaning detrimental to product.
 - iv. Procedures for routine cleaning.
 - v. Procedures for preventive maintenance.
 - vi. Procedures for routine maintenance.

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- vii. Instruction on use of special tools.
- h. Repairs: Include the following:
 - i. Diagnosis instructions.
 - ii. Repair instructions.
 - iii. Instructions for identifying parts and components.
 - iv. Review of spare parts needed for operation and maintenance.

1.11 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory authorized service representative, experienced in operation and maintenance procedures and training.

PART 2 – PRODCUTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prepare and submit an outline of instructional program content for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Submit a minimum of three (3) weeks prior to proposed training dates.
- B. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate with Owner for number of participants, instruction times, and location.
- B. Provide verbal and written instructions to the Owner's representatives by FACTORY PERSONNEL to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Prime Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner through Construction Manager, with at least seven (7) days advance notice.

- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 VIDEO RECORDING

- A. Demonstration and Training Recording: Record instruction of Owner's representatives in the operation and maintenance of equipment and systems. Select vantage points to best show equipment, systems and procedures

demonstrated. These recordings are to be labeled as to what subject the recording contains and turned over to the Construction Manager. Required media is DVD.

3.4 DOCUMENTATION

- A. Fully execute a Training Receipt form and submit to the Construction Manager upon completion.
- B. Render additional instructions necessary for the operation of heating, ventilating and air conditioning systems during the first heating and cooling season after acceptance.

END OF SECTION

SECTION 01782 – WARRANTIES AND GUARANTEES

IMPORTANT NOTICE

The following document, WARRANTIES AND GUARANTEES, has been prepared by Bovis Lend Lease and has been included in this Project Manual for convenience. Thomas Associates Architects + Engineers bears no responsibility whatsoever for anything contained therein, including without limitation, information, requirements, or instructions. All interpretations of the document shall be by Bovis Lend Lease.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and guarantees required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
- B. Disclaimers and Limitations:
 - 1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. All warranties issued to the Construction Manager shall be transferable to the Owner upon successful and final completion of contract work performed by the Contractor.
- B. Related Damages and Losses:
 - 1. When correcting warranted work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- C. Reinstatement of Warranty:
 - 1. When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Replacement Cost:
 - 1. Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- E. Owner's Recourse:
 - 1. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

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WARRANTIES AND GUARANTEES

- F. The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such Work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMISSION REQUIREMENTS

- A. Submit written warranties prior to the date certified for Substantial Completion. If the Architect/Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Architect/Engineer.
1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties within fifteen (15) days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.
- C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and Subcontractor, supplier or manufacturer.
- D. Form of Submittal: At Final Completion compile two (2) copies of each required warranty and guarantee properly executed by the Contractor, or by the Contractor, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Bind warranties and guarantees in heavy-duty, commercial quality, durable three D-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES", the Project title or name, and the name of the Contractor.
- F. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF SECTION

**STORMWATER POLLUTION
PREVENTION PLAN (SWPPP)**

for

CONSTRUCTION ACTIVITIES

at

Warsaw High School

Village of Warsaw, Wyoming County, New York

Prepared for

**Warsaw Central School District
Warsaw, NY 14569**

Prepared by

**T.G. MILLER P.C.
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Ithaca, New York 14850**

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November 2007

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2. New York State Department of Environmental Conservation (NYSDEC) Notice of Intent (NOI)
3. Contractor and Inspection Forms
 - Contractor's Certification Log (Form 1)
 - Contractor's Certification (Form 2)
 - Inspection Report (Form 3)
 - Modification Report (Form 4)
 - Project Rainfall Log (Form 5)
 - Record of Stabilization and Construction Activities (Form 6)
4. Drawings
 - L203: Stormwater Plan
5. Figures
 - Figure1. Project Location Maps
 - Figure 2. Stream Network

I. SCOPE**A. SPDES GENERAL PERMITS FOR STORMWATER DISCHARGE FROM CONSTRUCTION SITES:**

Regulations promulgated by the NYSDEC are applicable to the discharge of storm water from construction activities on sites where more than 1 acre of soil is disturbed. One of the ways to comply with these regulations for affected sites is to request coverage under the General Permit for Construction Activities (GP-02-01) from the state of New York. In order to use the General Permit, a Notice of Intent (NOI) form must be completed and received by NYSDEC 5 business days prior to any earth-disturbing activities and a Stormwater Pollution Prevention Plan (SWPPP) for the site must be prepared and followed during the construction activities.

B. REGARDING THE GENERAL PERMIT: The Contractor shall manage the discharge of stormwater from the site in accordance with the conditions of the NYSDEC General Permit for Construction Activities and the following provisions of this Program. The Contractor shall be responsible for conducting the stormwater management practices in accordance with the permit. The Owner shall be responsible for providing a Qualified Professional (a person knowledgeable in the principles and practices of erosion and sediment controls, such as a licensed professional engineer, Certified Professional in Erosion and Sediment Control (CPESC) or soil scientist) to conduct the inspections required by the SWPPP. The Contractor shall be responsible for any enforcement action taken or imposed by federal, state, or local agencies, including the cost of fines, construction delays, and remedial actions resulting from the Contractor's failure to comply with the permit provisions. It shall be the responsibility of the Contractor to make any changes to the SWPPP necessary when the Contractor or any of his subcontractors elects to use borrow or fill or material storage sites, either contiguous to or remote from the construction site, when such sites are used solely for this construction site. Such sites are considered to be part of the construction site covered by the permit and this SWPPP. Off-site borrow, fill, or material storage sites which are used for multiple construction projects are not subject to this requirement, unless specifically required by state or local jurisdictional entity regulations. The Contractor should consider this requirement in negotiating with earthwork subcontractors, since the choice of an off-site borrow, fill, or material storage site may impact their duty to implement, make changes to, and perform inspections required by the SWPPP for the site.

C. NOTICE OF INTENT: The Operator has petitioned the NYSDEC for the stormwater discharges during construction at this site to be covered by the SPDES General Permit for Construction Activity for the State of New York. A Notice of Intent (NOI) to be covered under this permit was filed by the Operator. The permit identification number for this facility is NYR_____ (to be entered once received). The Operator will require the Contractor to be a co-permittee.

D. CONTRACTOR NOTIFICATION: The Operator's Qualified Professional will notify the Contractor's Project Manager/Superintendent of his responsibility for implementation of the Erosion Sediment and Control Plan and SWPPP. The Operator's Qualified Professional will be available to answer questions and provide additional information needed by the Contractor as may be required for implementation of the SWPPP. The Contractor shall maintain the project SWPPP Ledger.

F. REQUIREMENTS FOR THE CONTRACTOR AND SUBCONTRACTOR: The *SWPPP Ledger* shall provide a "Contractor's Certification Log" (Form 1), identifying the Company Name, Business Address and Telephone Number along with the Responsible Person for the Contractor and all subcontractors who will implement the measures identified in the SWPPP. The entities identified on Form 1 shall sign a "Contractor's Certification" (Form 2), verifying they have been instructed and fully understand the requirements of the NYSDEC and SWPPP. This certification must be signed, by a fully qualified individual on behalf of each entity, prior to the Beginning of any Construction Activities and shall be filed in the projects *SWPPP Ledger*.

G. STORMWATER POLLUTION PREVENTION PROGRAM LOCATION REQUIREMENTS: The *SWPPP Ledger* is meant to be a working document that shall be maintained at the Project site at all times throughout the project, shall be readily available upon request by the Operator's personnel or NYSDEC or

any other agency with regulatory authority over stormwater issues, and shall be kept on-site until the site complies with the Final Stabilization section of this document.

H. **SWPPP LEDGER:** The SWPPP Ledger shall be a 3-ring Binder, tabbed and indexed for the following sections:

- Table of Contents
- SWPPP
- NYSDEC Notice of Intent
- Contractor's Certifications (Forms 1 and 2)
- Inspections (Form 3)
- Modification Reports (Form 4)
- Project Rainfall Log (Form 5)
- Record of Stabilization and Construction Activities (Form 6)

The Operator's Qualified Professional must review and evaluate for compliance the *SWPPP Ledger* at each Project Review. All Inspection and Maintenance Forms must be initialed by the Operator's Qualified Professional at this review and be submitted with the Contractor's Monthly Application for Payment. The approval of the Contractor's Application for Payment will be withheld until the *SWPPP Ledger* is deemed in compliance and all SWPPP Inspection and Maintenance Forms and have been submitted to the satisfaction of the Operator.

I. **INSPECTIONS AND RECORD KEEPING:** Inspections will be completed by the Operator's Qualified Professional at least weekly and within 24 hours following a rainfall event exceeding 0.5-inch in precipitation and shall continue until the site complies with the Final Stabilization section of this document. Each inspection must be followed up by a report documenting the inspector's findings and request the required maintenance and/or repair for the erosion and sedimentation control measures. It is imperative that the Contractor documents the Inspection and Maintenance of all erosion and sedimentation control measures as soon as possible after the inspection and/or maintenance is completed. These records are used to prove that the required inspection and maintenance were performed and shall be placed in the *SWPPP Ledger*. In addition to inspection and maintenance reports, records should be kept of the Construction Activities that occur on the site. The Operator shall retain copies of the SWPPP, all reports and data for a minimum of five (5) years after the project is complete in paper and electronic format. The following list identifies the required Inspection and Maintenance documentation that must be maintained by the Operator under this SWPPP.

- Form 3 Inspection Report for SWPPP
- Form 4 Modification Report
- Form 5 Project Rainfall Log

J. **SWPPP MODIFICATIONS:** The inspection report should also identify if any revisions to the SWPPP are warranted due to unexpected conditions. The SWPPP is meant to be a dynamic working guide that is to be kept current and amended whenever the design, construction, operation, or maintenance of the site changes in a way which significantly affects the potential for the discharge of pollutants or when the plan proves to be ineffective in eliminating or significantly minimizing pollutant discharges. Any such changes to the SWPPP must be made in writing on the "Requested Changes to the SWPPP" (Form 4) within 7 days of the date such modification or amendment is made. The Contractor's failure to monitor or report deficiencies to the Operator will result in the Contractor being liable for fines and construction delays resulting from any federal, state, or local agency enforcement action.

- K. PRECONSTRUCTION MEETING:** The Operator's Qualified Professional shall, during a pre-construction meeting, review the requirements of the Erosion and Sediment Control Plan and the written SWPPP with the Contractor, and any subcontractors who will be involved in the construction and/or maintenance of SWPPP measures. The Contractor shall be responsible to ensure that a qualified representative of all involved subcontractors attends the pre-construction meeting. The meeting should inform attendees on the topics of:
- The Location and type of Control Measures
 - The Construction Requirements for the Control Measures
 - Maintenance Procedures for each of the Control Measures
 - Spill Prevention and Cleanup Measures
 - Inspection and Maintenance Record Keeping Requirements
- L. FINAL STABILIZATION AND TERMINATION OF PERMIT COVERAGE:** A site can be considered finally stabilized when all soil disturbing activities have been completed and a uniform perennial vegetative cover with a density of 85% for the unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures have been established and the facility no longer discharges stormwater associated with construction activities and a final inspection is conducted by the Operator's Qualified Professional prior to filing the Notice of Termination (NOT) to certify that the site has undergone final stabilization. The NOT form can then be filed by the Operator with the NYSDEC. This filing terminates coverage under the General Permit and terminates the Contractor's responsibility to implement the SWPPP, but the requirements of the SWPPP, including periodic inspections, must be continued until the NOT is filed. Upon achieving this milestone, the Contractor shall also submit "Final Stabilization Certification/Termination Checklist" (Form 7). Final payment and/or the release of retainage will be withheld until all provisions of the SWPPP have been submitted, completed and accepted by the Operator.

II. SITE DESCRIPTION

A. PROJECT NAME AND LOCATION

Warsaw Capital Project
Warsaw High School
81 West Court St.
Warsaw, NY 14569
Estimated area of site: 17.6
Estimated area to be disturbed by construction activities: 3.3 acres

B. OPERATOR'S NAME AND ADDRESS

Warsaw Central School District
c/o Kevin McGowan, Superintendent of Schools
153 West Buffalo St.
Warsaw, NY 14569

C. DESCRIPTION

This project is located on the Warsaw High School Campus in Warsaw, NY. The project will include conversion of the existing field to an artificial turf surface. Other related activities will include resurfacing of an existing parking lot, with no soil disturbance. Stormwater management on this site focuses on the existing parking lots, rather than the proposed artificial turf surface.

D. RAINFALL INFORMATION

The site is in Wyoming County, which receives an average of 39 inches of rainfall annually with the highest amounts of rainfall received in the months of May-September.

E. SOIL COVER CONDITIONS AND HYDROLOGY

Overall, the hydrology is expected to remain similar before and after development. In the existing condition, the field consists of natural turf grass, underlain with a network of installed below 4" of sand. The future cover will be a commercially available artificial turf surface. A typical profile of these surfaces includes a shallow profile of turf, underlain with sand and stone. The storage within this profile is anticipated to be similar to that in the existing natural turf surface. Although some uptake of soil moisture by plants would reduce to some extent the amount of runoff from the existing natural turf, irrigation needed to sustain turf in a sandy, drained soil would counteract this benefit.

Furthermore, the site discharges directly to Oatka Creek. At the point of discharge, Oatka Creek is a fourth order stream. It is therefore assumed that the negligible impacts of the change from turf with underdrain to artificial turf, combined with the discharge to a large watershed, will result in no impact to watershed hydrology at the point of discharge.

F. NAME OF RECEIVING WATERS

Stormwater runoff will discharge through the stormwater conveyance system of the Warsaw High School directly to Oatka Creek.

III. CONTROLS**A. EROSION AND SEDIMENT CONTROLS****1. Stabilization Practices**

Stabilization practices for this site include but are not limited to:

- a. Land clearing activities shall be done only in areas where earthwork will be performed.
- b. Tarping or covering of material and spoil piles.
- c. Temporary seeding and mulching of exposed soils with conservation mixes.
- d. Permanent seeding

2. Structural Practices

Structural practices for this site include but are not limited to:

- a. Perimeter Protection using Silt Fences
- b. Truck Tracking Pad
- c. Inlet Protection

3. Sequence of Major Activities

The Contractor will be responsible for implementing the following erosion control structures. The Contractor may designate these tasks to certain subcontractors as he sees fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the Contractor. The order of activities will be as follows:

- a. Install truck tracking pad at construction site entrance.
- b. Install perimeter silt fence.
- c. Clear and grub and begin earthwork operations.
- d. Install inlet protection
- e. Stabilize disturbed areas after final grading operations have been completed.
- f. Remove all temporary controls.

B. WATER QUALITY CONTROLS

1. Stormwater Management Approach

The stormwater management strategy on this site uses non-standard practices to treat stormwater runoff from existing parking lots on site. Although this strategy is not compliant with the New York State Stormwater Management Design Manual, it was chosen because for the following reasons:

- 1) The conversion of highly managed turf grass to synthetic turf is not anticipated to result in an increase in pollutant export.
- 2) Site limitations restrict the use of standard practices; and
- 3) Treating stormwater runoff from existing parking lots will achieve a greater pollutant load reduction than treating the runoff from the artificial turf surface.

2. Pollutant Loading

The primary modifications to this site include conversion of managed turf to an artificial turf surface. Limited data are available to quantify the pollutant export from the artificial turf surface. Some anecdotal information suggests that, if the surface is improperly installed, some PAHs may be released from the synthetic turf profile.

The pollutant export from managed turf, on the other hand, is known to be significant, particularly in the highly managed turf that would be required for a regulation play field as desired in this location. This pollutant export is further exacerbated by the installation of tile drains, which directly convey any infiltrated stormwater directly from the site. In addition, turf on such a highly impacted surface will require frequent replacement, and newly installed turf requires greater applications of fertilizer than existing turf.

3. Site Limitations

This site is extremely flat, and much the area to the north of the site is within the floodplain of Oatka Creek. In addition, practices requiring very simple maintenance are preferred due to limited available equipment and staff to perform long-term maintenance. The available head limitations suggest that a zero head difference practice, similar to a water quality inlet, would be the best option for the site. Furthermore, equipment and staffing needed to maintain these types of practices are available to the school district.

4. Practice Location

Practices were installed to treat the existing parking lots rather than the artificial turf surface, because of their pollutant loading potential, combined with the ability of stormwater practices to remove pollutants from parking lot runoff. Although there may be some pollutant export from the artificial turf surface, the existing parking lots on the site represent the greatest pollutant loading potential on the site. In addition, a significant portion of the exported pollutant from the parking lots will be in the particulate form. Stormwater practices in general, and especially those that rely on settling for pollutant removal, have better performance at removing pollutants in the particulate, rather than dissolved, form.

2. Practice Sizing and Selection

The AIDS Stormwater Quality Unit was used to treat stormwater runoff from the parking lots on this site. The practice is approved for pretreatment by the Department of Environmental Conservation, and data suggest an 80% removal rate for sediment. The practice installed in the western parking lot captures 0.3 acres of impervious cover, while the practice installed in the eastern parking lot captures 0.6 acres of impervious cover. Thus, the total area treated by these practices is approximately equal to 50% of the area of the artificial turf constructed at this site.

Each unit was sized per managers' recommendations to treat the peak discharge rate from the water quality storm event. The curve number for each of these areas is assumed to be 100 (per small storm sizing recommendations), with a time of concentration of five minutes. The resulting peak discharge rate from each parking lot is presented below.

Site	East Filter	South Filter
Area	0.3 acres	0.6 acre
Curve Number	100	100
Peak Discharge Rate from the 0.9" storm	0.35 cfs	0.69 cfs

The practices are sized based on this peak discharge rate per a technical note provided by the manufacturer, and utilizing the following equations and assumptions:

$$V_{\text{settling}} = 0.009 \text{ ft/s (velocity for a 200 sieve particle)}$$

$$T_{\text{settling}} = D_{\text{settling}} / V_{\text{settling}}$$

Where: D_{settling} = inlet pipe diameter (10") + 2" = 1'

$$\begin{aligned} \text{So } T_{\text{settling}} &= 1 \text{ ft} / 0.009 \text{ fps} \\ &= 106 \text{ s} \end{aligned}$$

$$\begin{aligned} V_{\text{chamber}} &= \text{Velocity through the chamber} \\ &= Q_p / A_{\text{chamber}} \end{aligned}$$

Where: Q_p = Peak discharge (cfs) from table
 A_{chamber} = cross sectional area of a 3' diameter chamber

$$\begin{aligned} A_{\text{chamber}} &= 3.14 (3^2) / 4 \\ &= 7.07 \text{ sf} \end{aligned}$$

$$V_{\text{chamber}} = Q_p / 7.07$$

$$\begin{aligned} L_{\text{chamber}} &= (V_{\text{chamber}})(T_{\text{settling}}) \\ &= (106 \text{ s}) Q_p / 7.07 \text{ sf} \\ &= 15 Q_p \end{aligned}$$

$$\text{For } Q_p = 0.35 \text{ cfs, } L = 5.25'$$

$$\text{For } Q_p = 0.69 \text{ cfs, } L = 10.4'$$

The Stormwater quality units come in 20' lengths. Therefore, the standard unit exceeds the length required based on the sizing methodology above for both practices.

The south parking lot is also designed with an 18" bypass. Units with a bypass include an orifice at the outlet, and sized using the orifice equation. Since $Q_p = 0.69 \text{ cfs}$, and assuming a C value of 0.56, the are of the orifice is 3.8". The unit sized includes a 5.7" orifice, which is sufficient to pass the design storm through the treatment unit.

C. WATER QUANTITY CONTROLS

Because the site discharges to a fourth order stream, and is anticipated to show no increase in the volume or peak discharge of stormwater runoff, no water quantity controls will be provided.

D. OTHER CONTROL

3. Waste Disposal

All waste materials will be collected and stored in a securely lidded metal dumpster rented from a local waste management company which must be a solid waste management company licensed to do business in Wyoming County. The dumpster will comply with all local and state solid waste management regulations.

All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied a minimum of twice per week or more often if necessary, and the trash will be hauled to a landfill approved by New York State. No construction waste materials will be buried on site. All personnel will be instructed regarding the correct procedures for waste disposal. Notices stating these practices will be posted in the job site construction office trailer, and the job site superintendent will be responsible for seeing that these procedures are followed.

2. Sanitary Waste

All sanitary waste will be collected from the portable units a minimum of three times per week by a licensed portable facility provider in complete compliance with local and state regulations.

3. Off-Site Vehicle Tracking

Stabilized construction exits will be provided to help reduce vehicle tracking of sediments. The paved streets adjacent to the site entrances will be inspected daily and cleaned with vacuum equipment as necessary to remove any excess mud, dirt, or rock tracked from the sites. Dump trucks hauling material from the construction sites will be covered with a tarpaulin. The job site superintendent will be responsible for seeing that these procedures are followed.

4. Hazardous Substances and Hazardous Waste

- a. All hazardous waste materials will be disposed of by the Contractor in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. Site personnel will be instructed in these practices by the job site superintendent, who will also be responsible for seeing that these practices are followed. Material Safety Data Sheets (MSDS's) for each substance with hazardous properties that is used on the job site will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored and/or used and another copy of each MSDS will be maintained in the SWPPP file at the job site construction trailer office. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.
- b. Any spills of hazardous materials which are in quantities in excess of Reportable Quantities as defined by EPA regulations shall be immediately reported to the EPA National Response Center 1-800-424-8802.
- c. In order to minimize the potential for a spill of hazardous materials to come into contact with stormwater, the following steps will be implemented:
 - i. All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, cleaning solvents, additives for soil stabilization, concrete curing compounds and additives, etc.) will be stored in a secure location, under cover, when not in use.

- ii. The minimum practical quantity of all such materials will be kept on the job site.
- iii. A spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.
- iv. All of the product in a container will be used before the container is disposed of. All such containers will be triple-rinsed with water prior to disposal. The rinse water used in these containers will be disposed of in a manner in compliance with state and federal regulations and will not be allowed to mix with stormwater discharges.
- v. All products will be stored in and used from the original container with the original product label.
- vi. All products will be used in strict compliance with instructions on the product label.
- vii. The disposal of excess or used products will be in strict compliance with instructions on the product label.

6. Contaminated Soils

- a. Any contaminated soils (resulting from spills of materials with hazardous properties) which may result from construction activities will be contained and cleaned up immediately in accordance with the procedures given in the Spill Prevention Control and Countermeasures (SPCC) Plan and in accordance with applicable state and federal regulations.
- b. The job site superintendent will be responsible for seeing that these procedures are followed.

IV. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

- A. The Contractor will obtain copies of any and all local and state regulations which are applicable to stormwater management, erosion control, and pollution minimization at this job site and will comply fully with such regulations. The Contractor will submit written evidence of such compliance if requested by the Operator or any agent of a regulatory body. The Contractor will comply with all conditions of the NYSDEC General Permit for Construction Activities, including the conditions related to maintaining the SWPPP and evidence of compliance with the SWPPP at the job site and allowing regulatory personnel access to the job site and to records in order to determine compliance.

V. MAINTENANCE/INSPECTION PROCEDURES

- A. Erosion and Sediment Control and Stabilization Measures Maintenance and Inspection Practices - The following inspection and maintenance practices will be used to maintain erosion and sediment controls and stabilization measures.
1. All control measures will be inspected at least weekly and within 24 hours following a rainfall event exceeding 1/2-inch in precipitation.
 2. All measures will be maintained in good working order; if repairs are found to be necessary, they will be initiated within 24 hours of report.
 3. Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
 4. Silt fences will be inspected for proper toe-in depth, depth of sediment, tears, etc., to see if the fabric is securely attached to the fence posts, and to see that the fence posts are securely in the ground.
 5. Temporary and permanent seeding and all other stabilization measures will be inspected for bare spots, washouts, and healthy growth.
 7. The job site superintendent will be responsible for selecting and training the individuals who will be responsible for these maintenance and repair activities.
 8. Personnel selected for the maintenance responsibilities will receive training from the job site superintendent. They will be trained in all the maintenance practices necessary for keeping the erosion and sediment controls that are used onsite in good working order. They will also be trained in the completion of, initiation of actions required by, and the filing of the inspection forms. Documentation of this personnel training will be kept on site with the SWPPP.
 9. Disturbed areas and materials storage areas will be inspected for evidence of or potential for pollutants entering stormwater systems.
 10. Report to NYSDEC within 24 hours any noncompliance with the SWPPP that will endanger public health or the environment. Follow up with a written report within 5 days of the noncompliance event.

B. Inspection and Maintenance Report Forms

Once installation of any required or optional erosion control device or measure has been implemented, weekly and within 24 hours following a rainfall event exceeding 1/2-inch in precipitation, inspections of each measure shall be performed by the Operator's Qualified Professional. The Inspection and Maintenance Reports found in this SWPPP shall be used by the inspector to inventory and report the condition of each measure to assist in maintaining the erosion and sediment control measures in good working order.

These report forms shall become an integral part of the SWPPP and shall be made readily accessible to governmental inspection officials, the Operator's Engineer, and the Operator for review upon request during visits to the project site. In addition, copies of the reports shall be provided to any of these persons, upon request, via mail or facsimile transmission. Inspection and maintenance report forms are to be maintained by the Operator for five years following the final stabilization of the site.

C. Other Record-Keeping Requirements

The Contractor shall keep the following records related to construction activities at the site:

- Dates when major grading activities occur and the areas which were graded
- Dates and details concerning the installation of structural controls
- Dates when construction activities cease in an area
- Dates when an area is stabilized, either temporarily or permanently
- Dates of rainfall and the amount of rainfall
- Dates and descriptions of the character and amount of any spills of hazardous materials
- Records of reports filed with regulatory agencies if reportable quantities of hazardous materials spilled

D. Post-Construction Maintenance

Per manufacturer's recommendations, the following maintenance is needed to ensure long-term function of the stormwater treatment units:

- 1) Inspect the practice quarterly and after major storm events.
- 2) Clean if the sediment depth is 25% of the diameter of the structure.

Cleaning procedure is as follows:

- 1) In the By-Pass Structure inspect for blockage. Inspect the diversion structure and weir for damage and sediment buildup. Any damage should be repaired and sediment should be removed as required.
- 2) On the Water Quality Unit, locate the risers. The risers will be 24" in diameter.
- 3) Remove the lid of each riser. It is recommended that this be done one at a time so an open riser is not left exposed during inspection or maintenance of the other risers.
- 4) In the 24" riser over the Sediment Chamber, inspect the amount of floatable debris. Then measure the sediment buildup with a measuring device such as a Sludge Judge®. Also inspect that the inlet pipe does not have any blockage. Blockage inspection is better suited after unit is vacuumed. Any confined space entry would be done through this riser and OSHA requirements must be followed.
- 5) In the 24" riser over the Oil Chamber, measure / inspect the oil depth.
- 6) Inspect structure and components for any damage.
- 7) Replace all riser lids.

**SUMMARY OF EROSION AND SEDIMENT CONTROL AND STABILIZATION MEASURES
MAINTENANCE/INSPECTION PROCEDURES**

- ☐ All control measures will be inspected at least weekly and within 24 hours following a rainfall event exceeding 1/2-inch in precipitation.
- ☐ All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- ☐ Built-up sediment will be removed from silt fences when it has reached one-third the height of the fence.
- ☐ Silt fences will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- ☐ Temporary and permanent seeding and planting and other stabilization measures will be inspected for bare spots, washouts, and healthy growth.
- ☐ A maintenance inspection report will be made after each inspection. Copies of the report forms to be used are included in this SWPPP.
- ☐ The site job superintendent will select the individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance reports.
- ☐ Personnel selected for inspection and maintenance responsibilities will receive training from the site job superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.
- ☐ Disturbed areas and materials storage areas will be inspected for evidence of or potential for pollutants entering stormwater systems.
- ☐ Report to NYSDEC within 24 hours any noncompliance with the SWPPP that will endanger public health or the environment. Follow up with a written report within 5 days of the noncompliance event.

CONSTRUCTION/IMPLEMENTATION CHECKLIST

1. Maintain Records of Construction Activities, including:
 - ☐ Dates when major grading activities occur
 - ☐ Dates when construction activities temporarily cease on a portion of the site
 - ☐ Dates when construction activities permanently cease on a portion of the site
 - ☐ Dates when stabilization measures are initiated on the site
 - ☐ Dates of rainfall and the amount of rainfall
 - ☐ Dates and descriptions of the character and amount of any spills of hazardous materials
 - ☐ Records of reports filed with regulatory agencies if reportable quantities of hazardous materials spilled
2. Prepare Inspection Reports summarizing:
 - ☐ Name of inspector
 - ☐ Qualifications of inspector
 - ☐ Measures/areas inspected
 - ☐ Observed conditions
 - ☐ Changes necessary to the SWPPP
3. Report Releases of Reportable Quantities of Oil or Hazardous Materials (if they occur):
 - ☐ Notify the Operator immediately
 - ☐ Notify permitting authority in writing within 14 days
 - ☐ Modify the pollution prevention plan to include:
 - the date of release
 - circumstances leading to the release
 - steps taken to prevent reoccurrence of the release
4. Modify Pollution Prevention Plan as necessary to:
 - ☐ Comply with the minimum permit requirements when notified by the NYSDEC that the plan does not comply
 - ☐ Address a change in design, construction operation, or maintenance which has an effect on the potential for discharge of pollutants
 - ☐ Prevent reoccurrence of reportable quantity releases of a hazardous material or oil

VI. SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN**A. MATERIALS COVERED**

The following materials or substances with known hazardous properties are expected to be present onsite during construction:

Concrete	Cleaning solvents
Detergents	Petroleum based products
Paints	Pesticides
Paint solvents	Acids
Fertilizers	Concrete additives
Soil stabilization additives	

B. MATERIAL MANAGEMENT PRACTICES

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

1. Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project.

- a. An effort will be made to store only enough product required to do the job.
- b. All materials stored onsite will be stored in a neat, orderly manner and, if possible, under a roof or other enclosure.
- c. Products will be kept in their original containers with the original manufacturer's label in legible condition.
- d. Substances will not be mixed with one another unless recommended by the manufacturer.
- e. Whenever possible, all of a product will be used up before disposing of the container.
- f. Manufacturer's recommendations for proper use and disposal will be followed.
- g. The job site superintendent will be responsible for daily inspections to ensure proper use and disposal of materials.

2. Hazardous Products

These practices will be used to reduce the risks associated with hazardous materials.

- a. Products will be kept in original containers with the original labels in legible condition.
- b. Original labels and material safety data sheets (MSDS's) will be procured and used for each material.
- c. If surplus product must be disposed of, manufacturers or local/state/federal recommended methods for proper disposal will be followed.
- d. A spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.

- e. All of the product in a container will be used before the container is disposed of. All such containers will be triple-rinsed with water prior to disposal. The rinse water used in these containers will be disposed of in a manner in compliance with state and federal regulations and will not be allowed to mix with stormwater discharges.

3. Product Specific Practices

The following product specific practices will be followed on the job site.

a. Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any petroleum storage tanks used onsite will have a dike or berm containment structure constructed around it to contain any spills which may occur. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

b. Fertilizers

Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked in the soil to limit exposure to stormwater. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

c. Paints, Paint Solvents, and Cleaning Solvents

All containers will be tightly sealed and stored when not in use. Excess paint and solvents will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and federal regulations.

4. Spill Prevention Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup.

- a. Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.
- b. Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite in spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.).
- c. All spills will be cleaned up immediately after discovery.
- d. The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with the hazardous substances.
- e. Spills of toxic or hazardous materials will be reported to the appropriate federal, state, and/or local government agency, regardless of the size of the spill. Spills of amounts that exceed Reportable Quantities of certain substances specifically mentioned in federal regulations (40 CFR 302 list and oil) will be immediately reported to the EPA National Response Center, telephone 1-800-424-8802. Reportable Quantities of some substances which may be used at the job site are as follows:
 - oil - appearance of a film or sheen on water
 - pesticides - usually 1 lb.
 - acids - 5000 lb.

solvents, flammable - 100 lb.

- f. The SPCC plan will be adjusted to include measures to prevent this type of spill from recurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included. If the spill exceeds a Reportable Quantity, all federal regulations regarding reports of the incident will be complied with.
- g. The job site superintendent will be the spill prevention and cleanup coordinator. He will designate the individuals who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of these personnel will be posted in the material storage area and in the office trailer onsite.

VII. CONTROL OF ALLOWABLE NON-STORMWATER DISCHARGES

- A. Certain types of discharges are allowable under the NYSDEC General Permit for Construction Activity, and it is the intent of this SWPPP to allow such discharges. These types of discharges will be allowed under the conditions that no pollutants will be allowed to come in contact with the water prior to or after its discharge. The control measures which have been outlined previously in this SWPPP will be strictly followed to ensure that no contamination of these non-stormwater discharges takes place. The following allowable non-stormwater discharges which may occur from the job site include:
 - 1. Discharges from fire fighting activities
 - 2. Fire hydrant flushings (see note below)
 - 3. Waters used to wash vehicles or control dust in order to minimize offsite sediment tracking
 - 4. Routine external building washdown which does not use detergents.
 - 5. Pavement washwaters where spills or leaks of hazardous materials have not occurred or detergents have not been used.
 - 6. Air conditioning condensate.
 - 7. Springs and other uncontaminated groundwater, including dewatering ground water infiltration.
 - 8. Foundation or footing drains where no contamination with process materials such as solvents is present.

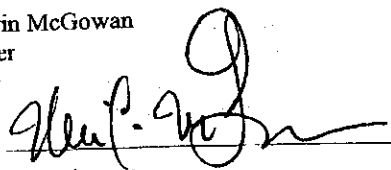
VIII. CERTIFICATION AND NOTIFICATION

- A. The NYSDEC requires that certifications of knowledge of the contents of this SWPPP and agreement to follow the SWPPP be made by the Operator and the Contractor. The terms of the General Permit also require that each Contractor sign the SWPPP plan, thereby making them co-permittees and acknowledging their responsibility for certain operational aspects of the plan. These certifications should be signed before the contractor begins activities and should be filed with the site's SWPPP at the job site. The Contractor certification is provided as Form 2 attached to this document.

B. **Operator's Certification:**

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that false statements made herein are punishable as a class A misdemeanor pursuant to Section 210.45 of the Penal Law."

Name: Kevin McGowan
Title: Owner

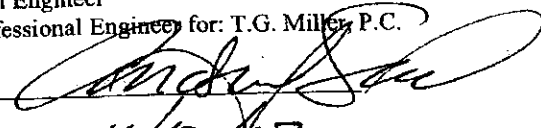
Signature: 

Date: 11/20/07

C. **Engineer's Certification of Compliance with Federal, State and Local Regulations:**

This Stormwater Pollution Prevention Plan reflects the NYSDEC requirements for stormwater management and erosion and sediment control.

Name: Andrew Sciarabba, P.E.
Title: Principal Engineer
Acting as Professional Engineer for: T.G. Miller, P.C.

Signature: 

Date: 11/13/07

NOTICE OF INTENT



New York State Department of Environmental Conservation

Division of Water

625 Broadway, 4th Floor

Albany, New York 12233-3505

NYR					

(for DEC use only)

Stormwater Discharges Associated with Construction Activity Under State Pollutant Discharge Elimination System (SPDES) General Permit # GP-02-01
All sections must be completed unless otherwise noted. Failure to complete all items may result in this form being returned to you, thereby delaying your coverage under this General Permit. Applicants must read and understand the conditions of the permit and prepare a Stormwater Pollution Prevention Plan prior to submitting this NOI. Applicants are responsible for identifying and obtaining other DEC permits that may be required. To properly complete this form, please refer to the Instruction Manual which can be accessed at www.dec.state.ny.us/website/dow/toolbox/instr_man.pdf

- IMPORTANT -

THIS FORM FOR MACHINE PRINT ONLY
RETURN THIS FORM TO THE ADDRESS ABOVE

OWNER/OPERATOR MUST SIGN FORM

Owner/Operator Information

Owner/Operator: (Company Name/Private Owner Name/Municipality Name)

N	a	r	s	a	w	C	e	n	t	r	a	l	S	c	h	o	o	l	D	i	s	t	r	i	c	t

Owner/Operator Contact Person Last Name (NOT CONSULTANT)

M	C	G	O	W	a	n

Owner/Operator Contact Person First Name

K	e	v	i	n

Owner/Operator Mailing Address

1	5	3		W	e	s	t		B	u	f	f	a	l	o		S	t	r	e	e	t

City

W	a	r	s	a	w

State

Zip

N	Y

1	4	5	6	9

Phone (Owner/Operator)

5	8	5	-	7	8	6	-	8	0	0	0

Fax (Owner/Operator)

[illegible]

Email (Owner/Operator)

Location Information

Project Site Information

Project/Site Name

Warsaw Capital Project

Street Address (NOT P.O. BOX)

81 West Court St.

City/Town/Village (THAT ISSUES BUILDING PERMIT)

Village of Warsaw

State

NY

Zip

14569

County

Wyoming County

DEC Region (if known)

8

Name of Nearest Cross Street

Perry Avenue

Distance to Nearest Cross Street (feet)

300

Direction to Nearest Cross Street

☐ North
 ☐ South
 ☒ East
 ☐ West

1. Provide the Geographic Coordinates for the project site in NYTM Units. To do this you must go to the NYSDEC Stormwater Interactive Map on the DEC website at:

www.dec.state.ny.us/website/insmaps/stormwater/viewer.htm

Zoom into your Project Location such that you can accurately click on the centroid of your site. Once you have located your project site go to the dropdown menu on the left and choose "Get Coordinates". Click on the center of your site and a small window containing the X, Y coordinates in UTM will pop up. Transcribe these coordinates into the boxes below. For problems with the interactive map use the help function.

X Coordinates (Easting)

Y Coordinates (Northing)

2. What is the nature of this construction project?

☒ New Construction

☐ Redevelopment with increase in imperviousness

☐ Redevelopment with no increase in imperviousness

Project Site Information

3. Select the predominant land use for both pre and post development conditions.
SELECT ONLY ONE CHOICE FOR EACH

Pre-Development Existing Land Use	Post-Development Future Land Use	Number of Lots
☐ FOREST	☐ SINGLE FAMILY HOME	
☐ PASTURE/OPEN LAND	☐ SINGLE FAMILY SUBDIVISION	
☐ CULTIVATED LAND	☐ TOWN HOME RESIDENTIAL	
☐ SINGLE FAMILY HOME	☐ MULTIFAMILY RESIDENTIAL	
☐ SINGLE FAMILY SUBDIVISION	☒ INSTITUTIONAL/SCHOOL	
☐ TOWN HOME RESIDENTIAL	☐ INDUSTRIAL	
☐ MULTIFAMILY RESIDENTIAL	☐ COMMERCIAL	
☒ INSTITUTIONAL/SCHOOL	☐ ROAD/HIGHWAY	
☐ INDUSTRIAL	☐ RECREATIONAL/SPORTS FIELD	
☐ COMMERCIAL	☐ BIKER PATH/TRAIL	
☐ ROAD/HIGHWAY	☐ LINEAR UTILITY (water, sewer, gas, etc.)	
☐ RECREATIONAL/SPORTS FIELD	☐ PARKING LOT	
☐ BIKER PATH/TRAIL	☐ OTHER	
☐ SUBSURFACE UTILITY		
☐ PARKING LOT		
☐ OTHER		

4. Will future use of this site be an agricultural property as defined by the NYS Agriculture and Markets Law ?

☐ Yes ☒ No

5. Is this a project which does not require coverage under the General Permit (e.g. Project done under an Individual SPDES Permit, or department approved remediation)?

☐ Yes ☒ No

6. Is this property owned by a state authority, state agency or local government?

☒ Yes ☐ No

7. In accordance with the larger common plan of development or sale; enter the total project site acreage, the acreage to be disturbed and the future impervious area (acreage) within the disturbed area. Round to the nearest tenth of an acre.

Total Site Acreage	Acreage To Be Disturbed	Existing Impervious Area Within Disturbed	Future Impervious Area Within Disturbed
1 7 6	3 3	1 1	2 9

8. Will there be more than 5 acres disturbed at any given time?

☐ Yes ☒ No

9. Indicate the percentage of each Hydrologic Soil Group (HSG) at the site.

A	B	C	D
1 0 0 %	%	%	%

3431059162

10. Is this a phased project? (if yes, The SWPPP must address all planned phases)

☐ Yes ☒ No

11. Enter the planned start and end dates of the disturbance activities

Start Date: 05 / 01 / 2008 = End Date: 12 / 31 / 2008

12. Provide the name of the nearest, natural, classified surface waterbody(ies) into which construction site runoff has the potential to discharge.

Oatka Creek

For Questions 13 and 14 refer to the Instruction Manual for a subset of 303(d) segments and TMDL watersheds subject to Condition 1 of the permit. These waterbodies and watersheds have been identified for regulation within the stormwater program due to some level of impairment by nutrients, silt or sediment. The Instruction Manual can be accessed at www.dec.state.ny.us/website/dow/toolbox/instr-man.pdf

13. Has the surface waterbody(ies) in question 12 been identified as a 303(d) segment?

☐ Yes ☒ No

14. Is this project located in a TMDL Watershed?

☐ Yes ☒ No

*NOTE: If you answered Yes to either question 13 or 14, Pursuant to Part 1 D.3. (5) of the permit, you must have your SWPPP prepared and certified by a licensed/certified professional and the SWPPP is subject to a 60-business day review.

15. Does the site runoff enter a separate storm sewer system including roadside drains, swales, ditches, culverts, etc? (if no, skip question 16)

☒ Yes ☐ No ☐ Unknown

16. What is the name of the municipality/entity that owns the separate storm sewer system?

Warsaw Central School District

17. Does any runoff from the site enter a sewer classified as a Combined Sewer?

☐ Yes ☒ No ☐ Unknown

Stormwater Pollution Prevention Plan (SWPPP)

18. Has the required Erosion and Sediment Control component of the SWPPP been developed in conformance with the current NYS Standards and Specifications for Erosion and Sediment Control (aka Blue Book) ?

☒ Yes ☐ No

19. Does this construction activity require the development of a SWPPP that includes Water Quality and Quantity Control components (Post-Construction Stormwater Management Practices) If no, Skip question 20

☒ Yes ☐ No

20. Have the Water Quality and Quantity Control components of the SWPPP been developed in conformance with the current NYS Stormwater Management Design Manual ?

☐ Yes ☒ No

NOTE: If you answered no to question 18 or 20, Pursuant to Part I.D.3.(b) of the permit, you must have your SWPPP prepared and certified by a licensed/certified professional and the SWPPP is subject to a 60-business day review. Please provide further details in the details/comment section on the last page of this form.

21. The Stormwater Pollution Prevention Plan (SWPPP) was prepared by:

☒ Professional Engineer (P.E.)

☐ Soil and Water Conservation District (SWCD)

☐ Registered Landscape Architect (R.L.A.)

☐ Certified Professional in Erosion and Sediment Control (CPESC)

☐ Owner/Operator

☐ Other

SWPPP Preparer Information (If different from Owner/Operator info)

T G M I L L E R P C

Contact Name (Last, Space, First)
S c i a r a b b a , A n d r e w

Mailing Address
2 0 3 N A U R O R A S T R E E T

City
I T H A C A

State Zip
N Y 1 4 8 5 0

Phone Fax
6 0 7 - 2 7 2 - 6 4 7 7

Email
A J S @ T G M I L L E R P C . C O M

Stormwater Pollution Prevention Plan (SWPPP)

Erosion and Sediment Control Practices

22. Has a construction sequence schedule for the planned management practices been prepared?

☒ Yes ☐ No

23. Select **all** of the erosion and sediment control practices that will be employed on the project site.

Temporary Structural

- ☐ Check Dams
- ☐ Construction Road Stabilization
- ☒ Dust Control
- ☐ Earth Dike
- ☐ Level Spreader
- ☐ Perimeter Dike/Swale
- ☐ Pipe Slope Drain
- ☐ Portable Sediment Tank
- ☐ Rock Dam
- ☐ Sediment Basin
- ☐ Sediment Traps
- ☒ Silt Fence
- ☐ Stabilized Construction Entrance
- ☒ Storm Drain Inlet Protection
- ☐ Straw/Hay Bale Dike
- ☐ Temporary Access Waterway Crossing
- ☐ Temporary Stormdrain Diversion
- ☐ Temporary Swale
- ☐ Turbidity Curtain
- ☐ Water Bars

Biotechnical

- ☐ Brush Matting
- ☐ Wattling

Other

Vegetative Measures

- ☐ Brush Matting
- ☐ Dune Stabilization
- ☐ Grassed Waterway
- ☒ Mulching
- ☐ Protecting Vegetation
- ☐ Recreation Area Improvement
- ☒ Seeding
- ☐ Sodding
- ☐ Straw/Hay Bale Dike
- ☐ Streambank Protection
- ☐ Temporary Swale
- ☐ Topsoiling
- ☐ Vegetating Waterways

Permanent Structural

- ☐ Debris Basin
- ☐ Diversion
- ☐ Grade Stabilization Structure
- ☐ Land Grading
- ☐ Lined Waterway (Rock)
- ☐ Paved Channel (Concrete)
- ☐ Paved Flume
- ☐ Retaining Wall
- ☐ Riprap Slope Protection
- ☐ Rock Outlet Protection
- ☐ Streambank Protection



25. Provide the total water quality volume required and the total provided for the site.

Total Water Quality Volume (WQv)	
WQv Required	WQv Provided
0.13 acre-feet	0.07 acre-feet

26. Provide the following Unified Stormwater Sizing Criteria for the site.

Total Channel Protection Storage Volume (CPv) - Extended detention of post-developed 1-year, 24-hour storm event	
CPv Required	CPv Provided
0.00 acre-feet	0.00 acre-feet
The need to provide for channel protection has been waived because • Site discharges directly to fourth order stream or larger	
Total Overbank Flood Control Criteria (OF) - Peak discharge rate for the 10-year storm	
Pre-Development	Post-Development
0.00 CFS	0.00 CFS
Total Extreme Flood Control Criteria (OF) - Peak discharge rate for the 100-year storm	
Pre-Development	Post-Development
0.00 CFS	0.00 CFS
• Site discharges directly to fourth order stream or larger • Downstream flood control is provided	

IMPORTANT: For questions 27 and 28 impervious area should be calculated considering the project site and all offsite areas that drain to the post-construction stormwater management practice(s) (Total Drainage Area = Project Site + Offsite areas)

27. Pre-Construction Impervious Area - As a percent of the Total Drainage Area enter the percentage of the existing impervious areas before construction begins.

0	%

28. Post-Construction Impervious Area - As a percent of the Total Drainage Area enter the percentage of the future impervious areas that will be created/remain on the site after completion of construction.

80	%

29. Indicate the total number of permanent stormwater management practices to be installed

2

30. Provide the total number of stormwater discharge points from the site (include discharges to either surface waters or to separate storm sewer systems)

2

Other Permits

31. Select any other DEC permits that are required for this project or ☒ None

DEC Permits

- ☐ Air Pollution Control ☐ Stream Protection/Article 15
☐ Coastal Erosion ☐ Water Quality Certificate
☐ Hazardous Waste ☐ Dam Safety
☐ Long Island Wells ☐ Water Supply
☐ Mined Land Reclamation ☐ Freshwater Wetlands
☐ Other SPDES ☐ Tidal Wetlands
☐ Solid Waste ☐ Wild, Scenic And Recreational Rivers

Other

32. If this NOI is being submitted for the purpose of continuing coverage under a general permit for stormwater runoff from construction activities, please indicate the former SPDES number assigned.

N Y R

Detail Comments

Note: The impervious cover percentages reported for the "drainage area" includes only the turf surface. The total disturbance includes the other areas of the site, including areas disturbed for the purposes of installing ADS units as a retrofit to the existing parking lots.

I have read or been advised of the permit conditions and believe that I understand them. I also understand that, under the terms of the permit, there may be reporting requirements. I also certify under penalty of law that this document and the corresponding documents were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further understand that coverage under the general permit will be identified in the acknowledgment that I will receive as a result of submitting this NOI and can be as long as sixty (60) days as provided for in the general permit. I also understand that, by submitting this NOI, I am acknowledging that the SWPPP has been developed and will be implemented as the first element of construction, and agreeing to comply with all the terms and conditions of the general permit for which this NOI is being submitted.

Print First Name

Kevin

MI

C

Print Last Name

McGowan

Owner/Operator Signature



Date

11/20/2007

CONTRACTOR'S CERTIFICATION LOG

FORM 1

Construction Site: Warsaw Capital Project, Village of Warsaw, Wyoming County, New York

Company Name	
Address	
Contact Name	
Telephone Number	
Cell Phone/Pager	
Scope of Services	
Certification Date	

Company Name	
Address	
Contact Name	
Telephone Number	
Cell Phone/Pager	
Scope of Services	
Certification Date	

Company Name	
Address	
Contact Name	
Telephone Number	
Cell Phone/Pager	
Scope of Services	
Certification Date	

Operator's Representative _____

CONTRACTOR'S CERTIFICATION

FORM 2

Construction Site: Warsaw Capital Project, Village of Warsaw, Wyoming County, New York

CONTRACTOR'S CERTIFICATION:

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plan as a condition of authorization to discharge storm water. I also understand that the operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards."

Name: _____
(Print)

Signature: _____

Title: _____

Company Name: _____

Operator's Representative _____

**STORMWATER POLLUTION PREVENTION PLAN
INSPECTION REPORT (Page 1 of 2)**

FORM 3

Construction Site: Warsaw Capital Project, Village of Warsaw, Wyoming County, New York

Inspections/reports must be completed as described in Section 801, I. of the SWPPP

Inspection Type: ☐ Routine (every 7 calendar days) ☐ Pre-Storm ☐ Storm ☐ Post-Storm

Date: _____

Week Ending: _____

Weather/Storm Event Information:

Storm Start Time: _____

Storm Duration: _____

Time Elapsed Since Last Storm: _____

Approximate Amount of Rainfall (inches): _____

Based on the results of the inspection, necessary control modifications shall be implemented within seven (7) calendar days. These reports shall be kept on file as part of the Storm Water Pollution Prevention Plan for at least five (5) years from the date of completion and submission of the Final Stabilization Certification/Termination Checklist and Notice of Termination. A copy of the SWPPP shall be kept at the site at all times during construction.

Certification Statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name of Inspector: _____

Title of Inspector: _____

Qualifications of Inspector: _____

Inspector's Signature: _____

Form 3 Continued [The inspection areas must be modified to be site specific.]

Inspection Areas (Structural)	Satisfactory	Unsatisfactory (provide location or numeric identification per plansheet)	N/A	Plan Modification Required?	Corrective Action Required	Implementation Date of Corrective Action
Construction Entrance/Exit						
Perimeter Silt Fence						
Inlet Protection						
Outlet Protection						
Material Laydown/ Staging Area						
Underground Storm Sewer						
Curb/Curb & Gutter System						
Vehicle Service Area Berm						
Discharge Locations (i.e., ditches)						
Material Storage Areas						
Waste Storage Areas						
Permanent Stormwater Practices						

MODIFICATION REPORT

FORM 4

Construction Site: Warsaw Capital Project, Village of Warsaw, Wyoming County, New York

CHANGES REQUIRED FOR STORMWATER POLLUTION PREVENTION PLAN

To: Address:	Operator's Representative (to be named)	Date:
Telephone:		
Sent Via:	☐ Facsimile	☐ Courier ☐ US Mail

INSPECTOR: _____ DATE: _____
(Print)

(Signature)

QUALIFICATIONS OF INSPECTOR: _____

CHANGES REQUIRED TO THE STORMWATER POLLUTION PREVENTION PLAN: _____

REASONS FOR CHANGES: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PROJECT RAINFALL LOG

Construction Site: Warsaw Capital Project, Village of Warsaw, Wyoming County, New York

[illegible]

RECORD OF STABILIZATION AND CONSTRUCTION ACTIVITIES

FORM 6

Construction Site: Warsaw Capital Project, Village of Warsaw, Wyoming County, New York

A record of dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be maintained until final site stabilization is achieved and the Notice of Termination is filed.

MAJOR GRADING, CONSTRUCTION, OR STABILIZATION ACTIVITIES

Description of Activity: _____

Begin Date: _____ Site Contractor: _____

Location: _____

End Date: _____

Description of Activity: _____

Begin Date: _____ Site Contractor: _____

Location: _____

End Date: _____

Description of Activity: _____

Begin Date: _____ Site Contractor: _____

Location: _____

End Date: _____

Description of Activity: _____

Begin Date: _____ Site Contractor: _____

Location: _____

End Date: _____

Description of Activity: _____

Begin Date: _____ Site Contractor: _____

Location: _____

End Date: _____

Operator's Representative _____

FINAL STABILIZATION CERTIFICATION /NOTICE OF TERMINATION CHECKLIST

SECTION 02150 - EROSION, SEDIMENT AND POLLUTION CONTROL FOR SPDES SITES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Provide erosion, sediment and pollution controls as shown on the drawings and as directed by the Architect to significantly reduce runoff on downstream properties. This includes temporary control measures to mitigate land disruption by other contractors during construction of this project.
2. Erosion, sediment and pollution control includes, but is not limited to, the following:
 - a. Standard control measures such as storm structure protection and silt fence.
 - b. Stabilized Construction Entrance and Wash Down Areas
 - c. Seeding
 - d. Dust Control
 - e. Clean up
3. Provide materials, labor, equipment and services required to accomplish related work in accordance with the drawings and specifications. Contractor required to comply with the Stormwater Pollution Prevention Plan (SWPPP) attached to this section for this project in consultation with appropriate local agencies and soil conservation service. *Any local or State Agency requirements are considered part of these specifications.*

B. Related Sections

1. SECTION 02200 - Site Preparation
2. SECTION 02300 - Earthwork
3. SECTION 02630 - Storm Drainage

1.02 CODE COMPLIANCE

- A. The New York State Department of Environmental Conservation requires a SPDES General Permit for Storm Water Discharges from Construction Activity that disturbs 1 acre of land or more. This Permit GP-02-01 is pursuant to the Environmental Conservation Law and has penalties and fines related to violations.

1.03 SUBMITTALS

A. Provide Manufacturer's Product Data for:

1. Filter Fabric and Hardware Cloth for Storm Structure Protection
2. Silt Fence
3. Soil Separation Fabric for Stabilized Construction Entrance

B. Material Certificates: Materials certificates showing content/mechanical analysis are required for the following products. Also, provide samples as noted.

1. Granular Backfill: Sample
2. Granular Base Course Material: Sample
3. Seeding: (See Sections 02300).

4. No. 4 Stone for Stabilized Construction Entrance
5. 4,000 psi concrete (See Section 03310)

- C. Certification Statement: Submit photocopy of Certification Statement filled out completely and accurately to the Architect at the first construction meeting. Construction activities shall not begin prior to submitting certification statement. *Certification Statement Form attached.*

1.04 JOB CONDITIONS

- A. Job conditions in Sections 02200 and 02300 apply

1.05 QUALITY ASSURANCE

- A. Perform erosion, sediment and pollution control in compliance with applicable requirements of the New York Standards and Specifications Erosion and Sediment Control, dated April 2005 (or latest edition) or other governing authorities having jurisdiction.
- B. Prevent surface and air movement of dust from disturbed soil surfaces that may cause damage, health hazards, and traffic safety problems.

1.06 NOTICES

- A. The Owner shall file with the NYSDEC a Notice of Intent (NOI) prior to start of construction.
- B. Pre-Construction Conference – Within seven days of start of construction, attend Civil/Structural Preconstruction Meeting. Representatives of all Contractors responsible for earthwork operations are required to attend. See Section 01312 Project Meeting, for the agenda.
- C. When the site has been finally stabilized, Contractor shall notify the Architect, in writing, that a final inspection be performed. Upon satisfactory completion of this inspection, the Owner shall file with the NYSDEC a Notice of Termination (NOT).
- D. The Owner is responsible for payment of annual fees related to the SPDES permit. Filing of a NOT shall typically terminate the Owner's fee responsibility.
- E. The contractor will be responsible for any fines issued by any agency as a result of non-compliance with the SWPPP.

1.07 CONSTRUCTION REVIEWS AND MAINTENANCE

- A. The Architect or Qualified Professional of the Owner shall review disturbed areas of the construction site at least once per week and within 1 day of a ½" or greater rainfall, including during inclement cold weather. During inclement cold weather the ½" includes combinations of precipitation, such as rain, snow and sleet that together total ½" or greater. The conversion factor used for snow and sleet to rain shall be 12:1 (twelve inches of snow or sleet is equivalent to one inch of rain). AccuWeather information shall be used to measure precipitation for the project. Review shall include, but not be limited to discussion of schedule, observation of areas not finally stabilized, effectiveness of control measures, corrective measures and violations. Special attention will be focused on areas not finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Disturbed areas will be inspected for pollutants entering the drainage system. Structural control measures will be reviewed for effectiveness in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site will be inspected for evidence of off site sediment tracking. A written report of construction reviews shall be included in the SWPPP Ledger which shall be made available for NYSDEC review. Refer to the attached SWPPP for details on the SWPPP Ledger.

- B. The Contractor shall provide timely maintenance of vegetation erosion and sediment control measures, and other protective measures, during construction. A written report of all protective measures shall be included in the SWPPP Ledger which shall be made available for NYSDEC review. Refer to the attached SWPPP for details on the SWPPP Ledger.
- C. A written report of all maintenance and corrective work shall be included in the SWPPP Ledger which shall be made available for NYSDEC review. Refer to the attached SWPPP for details on the SWPPP Ledger.
- D. Corrective measures must be performed within three (3) calendar days of the Architect's or Owner's report at no cost to the Owner. Failure by the Contractor to perform corrective work within this schedule automatically authorizes the Owner to hire others and deduct from the Contract Sum the costs incurred by the Owner for the performance of this Work.
- E. The Owner shall provide long term maintenance of the storm water facilities after Notice of Termination has been issued. A written report of all maintenance and corrective work shall be included in the SWPPP Ledger. The Ledger shall be made available for review by the NYSDEC for a period of three (3) years after the NOT has been filed.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Storm structure protection shall be 1/2-inch mesh hardware cloth covered with a polypropylene silt fence fabric (see below).
- B. Straw Bales: shall be clean, free of dirt, hay, grass, or weeds. They shall be bound with twine or wire. Bales, when placed, shall be dry and capable of passing water.
- C. Silt Fence/Silt Fence Dike – shall meet the following criteria: unless specific type is shown on plans or Architect accepts the change in criteria.
 - 1. Silt Fence: shall be a polypropylene filter fabric supported by non pressure treated hardwood posts meeting the following requirements.

a. Property	Unit	Test Method	Value
Grab Strength	lbs	ASTMD-4632	120 min
Grab Elongation	%	ASTMD-4632	30 max
Trapezoid Tear	lbs	ASTMD-4533	60 min
Mullen Burst	psi	ASTMD-3786	280 min
Coeff of Permeability	CM/Sec	ASTMD-4491	.005min
Water Flow Rate	gal/min/ft ²	ASTMD-4491	12 min
 - b. Standard of quality for filter fabric shall be equivalent to Mirafi 100X as manufactured by TC MIRAFL, 365 South Holland Drive, Pendergrass, Georgia (Tel. 1-888-795-0808), or other Architect approved equal.
 - 2. Reinforced fence: shall be fabric backed with 14-1/2 gauge x 6" square mesh woven wire. See plans for specific locations.
 - 3. Stakes: shall be 2" x 2" x 4' non-pressure treated hardwood or #4 rebar.
- D. Stone filters: shall be a size shown on the plans meeting the requirements of ASTM C33 or State specifications where applicable.

E. Permanent Seeding: Refer to Section 02300 Earthwork

F. Temporary Seeding (unless otherwise shown on Drawings):

1. Lime: 1/2 ton per acre
2. Fertilizer: Commercial 5-10-10 or equivalent (600 lbs per acre)
3. Seed: Annual or Perennial Ryegrass (40 lbs. per acre)
or
Certified "Aroostook" winter rye, aka. cereal rye (100 lb. per acre)
4. Mulch: When manual seeding use straw (2 Tons or 100-120 bales per acre)
When hydro seeding use hydromulch and tackifier (2,000
lbs./acre) as specified in Section 02300.

G. Erosion Control Mat:

1. Shall be a "total" geosynthetic rolled erosion control mat composed of a flexible three-dimensional structure with yarns tufted into an open woven fabric.
2. Mat to be thick, highly porous, and very flexible, all of which enhance and nurture vegetative growth.
3. Matting to be fully tested by Texas Department of Transportation/Texas Transportation Institute Hydraulics and Erosion Control Laboratory and approved for Class 1-"Slope Protection" and Class 2-"Flexible Channel Liner" for Shear stress range of 0-192 Pascals (0-4 lbs/ft²). Wide rolls. 3.7m X 30.5 m (12' X 100') 100% UV stabilized polypropylene
4. Standard of quality for erosion control mat shall be equivalent to Miramat TM8 as manufactured by TC MIRAFL, 365 South Holland Drive, Pendergrass, Georgia (Tel. 1-888-795-0808), or other Architect approved equal.

H. Stabilized Construction Entrance

1. No. 4 stone shall meet the following requirements:

<u>Standard ASTM Sieve Size</u>	<u>Percent Passing by Weight</u>
4"	100
3"	90-100
2"	0-15
Passing No. 50	5-10
Passing No. 100	2-5

2. Soil Stabilization Fabric: Shall be a commercially manufactured, UV stabilized low clogging, high flow, woven geotextile. Standard of quality shall be Mirafi 600X, as manufactured by TC MIRAFL, 365 South Holland Drive, Pendergrass, Georgia (Tel. 1-888-795-0808) or Architect approved equal.
3. Granular Base Course Material: Shall be as specified in Section 02300

F. Temporary Tree Protection

1. Stakes: shall be a 2" x 4" x 6' (min) non-pressure treated hardwood.
2. Top Rail: shall be 2" x 4" x 8' (max) non-pressure treated hardwood fastened to stakes by nails or screws.
3. Fabric: shall be heavy duty orange construction barrier fencing similar to "Sentry HD" fencing by Tenax Corporation Baltimore Maryland. Fabric shall be attached to the stakes and top rails with
4. staples or other fasteners.

2.05 DUST CONTROLS:

- A. Spray additives, which typically consist of polymers in a liquid or solid form mixed with water to form emulsions, are not to be used without prior written approval of the permitting and governing authorities including written permission of the Architect.
- B. Dust Controls for temporary stabilization of driving areas:
1. Clean, fresh drinkable water with a pH range between 6.0 and 8.0 with no growth or germination inhibitor. Water shall be free of petroleum products, impurities and toxic or hazardous substances harmful to lawns, other vegetation, humans and animals.
- OR
2. Gravel subbase on soil stabilization fabric as specified in Section 02300.
- C. Dust Controls for temporary stabilization of non-driving areas:
1. Temporary Lawn Seed and Erosion Control Blankets as specified in F and G in this section above.
- OR
2. When temporary seeding is not feasible provide Mulching Material as specified in Section 02300.
- D. Dust Controls for permanent stabilization of driving and non-driving areas: As shown on drawings and specified for proposed finish surfaces.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which soil erosion and sediment control is to be installed notify Architect in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

3.02 SIGNATURE REQUIREMENTS

- A. Between the Pre-Construction Meeting and starting site work, the Contractor shall:
1. Sign the certification statements. Contractor shall prominently display the statements at the job site.
 2. Review inspection and maintenance procedures. Decide where SWPPP will be temporarily stored for review by NYSDEC, Owner and Architect.

3. Designate specific Owner and Contractor personnel responsible for inspection and maintenance.
4. Prior to the start of construction, submit schedule for completion of installation of measures identified in SESC Plan and SWPPP. DO NOT BEGIN EARTHWORK OPERATIONS AT SITE UNTIL MEASURES IDENTIFIED IN SESC PLAN AND SWPPP HAVE BEEN ACCEPTED BY ARCHITECT AND INSTALLED AT SITE.
5. When conditions change during construction, submit revisions to the SWPPP to Owner, the Architect and other agencies identified in the SPDES permit and the SWPPP. Keep a written report of all changes to the SWPPP in the SWPPP Ledger.

3.03 GENERAL EROSION CONTROL

- A. Provide initial construction erosion control features, as indicated on drawings and specifications or as directed by the Architect, prior to disturbing the site with such construction operations as clearing and grubbing, topsoil stripping, earthwork, trenching excavation and removal of existing vegetation. Keep the disturbance to a minimum. Install other features as described in the sequence of erosion, sediment and pollution control on the drawings.
- B. Minimize amount of bare soil exposed at one time. Do not disturb 5 or more Acres at one time. Disturbance of five (5) acres or more at one time requires the Contractor to obtain prior written permission from the NYSDEC to vary from the requirement of SPDES Permit GP-02-01. Provide written copy of approval from NYSDEC to the Owner and the Architect. Start permanent seeding within seven (7) calendar days of rough grading. When this is not possible, provide temporary seeding of perennial rye grass at the rate of three pounds (3#) seed per one thousand (1,000 sf) square feet. Provide temporary seeding within seven (7) days on non-roof, non-paved areas. When adverse weather conditions prevent good germination, repeat seeding as directed by the Architect until the area is stabilized. Till under temporary grass and fine grade when preparing for final seeding.
- C. Until a disturbed area is stabilized, trap runoff sediment by the use of debris basins, sediment basins, silt traps, or other methods acceptable to the Architect and governing authorities.
- D. Provide erosion controls on slopes and swales traversing, bordering, or leaving the site. Limit the water flow to a non-erosive velocity.
- E. Do not store fill materials within fifty (50) feet of the banks of any streams or water bodies, intermittent or perennial.
- F. Provide temporary protection for trees and shrubs as outlined and shown on drawings. Refer to Section 3.17 for additional details.
- G. Inspect erosion and sediment control measures immediately after each rainfall and at least daily during prolonged rainfall. Make required repairs immediately.
- H. Remove sediment deposits before they reach one-half of the height of the barrier. Dispose sediment in a manner that does not result in additional erosion or pollution.
- I. Provide prompt removal and disposal of rubbish and debris in accordance with the governing authorities.
- J. Temporary grading of drainage channels, slopes, or fills shall be in accordance with Section 02300 Earthwork.
- K. Coordinate temporary erosion and sediment control measures with permanent erosion control features specified elsewhere in the Contract Documents to the maximum extent possible to assure economical, effective, and continuous erosion, sediment and pollution control.

- L. Provide temporary and permanent Dust Controls on driving areas such as roads, bus loops, parking lots, haul roads and access points, as well as non-driving areas such as lawns and athletic fields and any other disturbed areas where damage, health hazards or traffic safety problems may occur if dust is not controlled.
- M. Remove temporary measures at completion of construction, prior to the issuance of the Notice of Termination.

3.04 MUNICIPAL SEWER, WATERBODY AND WETLAND EROSION CONTROL

- A. Control erosion, siltation and pollution to municipal sewers, water bodies and wetlands by taking appropriate measures such as, but not limited to, the following:
 - 1. Prevent soils, silt, clay, and muck and any other materials that would cause turbidity or adversely affect water quality from entering municipal sewers, waters or wetlands of New York State during construction.
 - 2. Prevent debris, petroleum products, fresh concrete, concrete leachate, washings from equipment and trucks, and any other materials that would adversely affect water quality from entering municipal sewers, waters or wetlands of New York State during construction.
 - 3. Place silt fence to control erosion at the down slope edge of disturbed areas. This barrier to sediments is to be put in place before disturbance of the ground occurs and is to be maintained in good condition until disturbed land is heavily vegetated or otherwise permanently stabilized.
 - 4. Seed areas of soil disturbance resulting from this project with appropriate perennial grass seed and mulched with straw within seven (7) calendar days as described in general erosion control. Mulch shall be maintained until a suitable vegetative ground cover is established.

3.05 STORM STRUCTURE PROTECTION

- A. As shown on the Storm Water Pollution Prevention Plan (SWPPP), provide storm structure protection at each inlet as shown on the detail plan. Clean storm structure protection material after each storm event to permit the fabric and/or drainage stone to work effectively. Remove the drainage material when the site is stabilized and certified by the Architect.

3.06 SILT FENCE

- A. Provide in locations shown on drawings in accordance with details and as directed by the Architect. Excavate trench along the lower perimeter(s) of site, along the contract limit line, and as indicated on the drawings. The placement of silt fence shall consider drainage paths and intercept drainage prior to leaving site or entering storm system. Place excavated material on uphill side of trench for backfilling.
- B. Drive stakes securely into the downhill side of the trench. When prefabricated silt fence with fabric attached to stakes is used, drive stakes so that fabric is buried in the ground as detailed.
- C. Backfill trench with excavated material, so that fabric is securely buried in the ground to prevent undermining. Tamp soil.
- D. Join sections by overlapping fabric between two (2) stakes. Set stakes simultaneously. Overlap by minimum six (6") inches, fold, and staple to prevent sediment bypass.
- E. Attach silt fence securely to stakes spaced no more than eight (8' o.c.) feet on center. Secure fence fabric to stake with minimum three one (1") inch staples.

- F. Provide silt fence dikes perpendicular to swale center lines in swales one and one half percent (1-1/2%) and steeper. Locate dikes at a maximum interval of fifty feet (50' o.c.) on center unless otherwise shown on drawings.
- G. Removal of silt and replacement of silt fence and/or bales shall be on going throughout the duration of the project to maintain an effective silt removing barrier.

3.07 TEMPORARY SEEDING

- A. When necessary, provide temporary seeding as described in this section.
- B. Seedbed preparation:
 - 1. Scarify soil if compacted
 - 2. Remove debris and obstacles such as rocks and stumps
 - 3. Apply lime and fertilizer at rate specified under products
 - 4. Apply seed uniformly by mechanical seeder or hydro seeder at rate specified under products
 - 5. Apply straw mulch and tackifier if manual seeding or hydromulch and tackifier if hydroseeding at rates specified under products

3.08 PERMANENT SEEDING: As described in Section 02300 Earthwork.

3.09 STABILIZED CONSTRUCTION ENTRANCE AND WASH DOWN AREAS

- A. Provide Stabilized Construction Entrance as detailed and shown on drawings to eliminate tracking sediment off site. Inspect after each rain storm and at least 1 time per week. When sediment begins tracking off site, immediately replace stone with clean No. 4 stone to retain sediment on site. Remove fabric and stone at project completion. Complete construction of proposed final surface(s).
- B. Provide wash down areas stabilized with stone that drain into Architect approved sediment trapping device. Do not flush into water bodies, wetlands, on site or municipal systems.

3.10 TREE PROTECTION

- A. Temporary Protection for Trees and Shrubs
 - 1. Provide temporary fencing and barricades to protect trees and other plants, which are to remain, from above ground damage.
 - 2. Protect root system from smothering. Do not store construction materials, debris, or excavated material within drip line (outer perimeter of branches). Do not permit vehicular traffic or parking within drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.
 - 3. Should any trees or shrubs be damaged which are to remain, arrange to have such damage treated by a licensed arborist or tree surgeon.
 - 4. Trees or shrubs which die because of the Contractor's failure to conform to the drawings and specifications shall be evaluated by a qualified organization selected by the Owner's Representative. The removal and replacement of the tree, and the evaluation expenses shall be paid for by the Contractor. Contractor shall be required to replace the damaged tree with plant material of comparable size and quality (i.e. damaged 12" caliper Red Maple shall be replaced by (3) 4" cal. or (4) 3" cal. Red Maples). Substitutions for variety shall be approved in writing by the Architect prior to planting.

3.11 CLEAN UP

- A. During the contract and at intervals as directed by the Architect and as erosion, sediment and pollution control procedures are completed, clear the site of extraneous materials, rubbish, and debris. Leave the site in a clean, safe, well draining, and neat condition.
- B. Clean storm ponding areas, catch basins and storm galleries, piping systems and Storm Water Quality Units: Clean out contaminants, sediment, rubbish, construction debris, foreign objects and accumulated floatables from chambers and ponding areas thoroughly, immediately prior to final acceptance.

-- END OF SECTION --

CERTIFICATION STATEMENT

Authorized, legally responsible signatures for the General Contractor, Site Earthwork, and Landscaping Subcontractor(s) shall sign and prominently display the following certification statement at the job trailer or office during the life of the project:

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) for the construction site identified in such plan as a condition of authorization to discharge storm water. I also understand that the operator (person, persons, or legal entity which owns or leases the property on which the construction activity occurs) must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards."

1. General Contractor
Signature: _____
Name: _____
Company: _____
Title: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-Mail: _____

2. Site Earthwork Contractor
Signature: _____
Name: _____
Company: _____
Title: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-Mail: _____

3. Site Landscaping Contractor
Signature: _____
Name: _____
Company: _____
Title: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-Mail: _____

4. Other Prime Contractor(s)
*(as determined by the
Architect – Make Additional
Copies as necessary)*
Signature: _____
Name: _____
Company: _____
Title: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-Mail: _____

SECTION 02200 - SITE PREPARATION**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes
1. Site clearing
 2. Temporary soil erosion and sediment control measures
 3. Demolition and removal of existing improvements
 4. Disposal of waste materials
 5. Temporary protection for trees and shrubs

1.02 SYSTEM DESCRIPTION

- A. Design Requirements
1. Clear site as necessary to accomplish construction shown on Drawings. Confine clearing operations closely to areas of new construction or alterations.
 2. Site Preparation operations include, but are not limited to, following:
 - a. Protection of existing trees and shrubs.
 - b. Removal of existing vegetation where indicated on Drawings.
 - c. Clearing and grubbing.
 - d. Topsoil stripping.
 - e. Removing above grade improvements, including related below grade portions.
 - f. Dust control.
 - g. Removal of all debris.
 - h. Temporary fencing.

1.03 SEQUENCING AND SCHEDULING

- A. Coordinate site preparation operations with the following:
1. Work of other Prime Contractors.
 2. Shut down and relocation of site utilities in field of operations.
 3. Various stages in completion schedule of Project.

PART 2 - PRODUCTS**2.01 MATERIALS**

1. Explosives: Do not bring explosives onto site or use in work.

PART 3 - EXECUTION**3.01 EXAMINATION**

- A. Verification of Conditions: Examine conditions under which site preparation is to be accomplished in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely

accomplishment. Do not proceed with site preparation until unsatisfactory conditions have been corrected in manner acceptable to Installer.

1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.
2. Include following items:
 - a. Prior to starting site preparation, carefully inspect entire site and all objects designated to be preserved or removed.
 - b. Locate all utilities and determine requirement for their protection.
 - c. Schedule all site preparation in manner providing for consideration for adjacent property and public.
 - d. Avoid interference with use of and passage to and from adjacent building and facilities.
 - e. Preserve in operating condition all active utilities traversing site and designated to remain.

3.02 PREPARATION

- A. Protection: Use all means necessary to protect existing objects, both on- and off-site, designated to remain and in the event of damage, immediately make all repairs and replacements necessary for approval of Architect.
- B. Dust Control: Use all means necessary to prevent spread of dust during performance of the work of the project. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the Owner, Public, neighbors and concurrent performance of other work on the site.
- C. Traffic: Use all means necessary to provide minimum interference with streets, roads, walks and other traveled facilities. Do not close, obstruct or cause to make impassable any traveled facilities without first obtaining permission from the appropriate agencies.
- D. Salvageable Improvements: Use all means necessary to remove, relocate, store and protect from damage items labeled to be salvaged.

3.03 APPLICATION

- A. Temporary Protection for Trees and Shrubs
 1. Provide temporary fencing, barricades or guards as required to protect trees and other plants, which are to remain, from above ground damage.
 2. Protect root system from smothering. Do not store construction materials, debris, or excavated material within drip line (outer perimeter of branches). Do not permit vehicular traffic or parking within drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.
 3. Should any trees or shrubs be damaged which are to be saved, arrange to have such damage treated by a licensed arborist or tree surgeon.
 4. Trees or shrubs which die because of the Contractor's failure to conform to the Drawings and specifications shall be evaluated by a qualified organization selected by the Owner's Representative. The removal and replacement of the tree, and the evaluation expenses shall be paid for by the Contractor. Contractor shall be required to replace the damaged tree with plant material of comparable size and quality (i.e. damaged 12" caliper Red Maple shall be replaced by (3) 4" cal. or (4) 3" cal. Red Maples). Substitutions for variety shall be approved by the Architect.

B. Site Clearing

1. Remove trees, shrubs, grass, weeds, and other vegetation, improvements or obstructions that interfere with installation of new construction or grading in the work area within the contract limit line, except for those indicated to remain. Also, remove such items elsewhere on the site or premises as specifically indicated. Use only hand methods for grubbing inside drip line of trees indicated to remain. Removal includes excavation and off-site disposal of new and old stumps of trees, shrubs and their roots.
2. Fill depressions caused by clearing or demolition operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding 8" loose depth, and thoroughly compact to a density equal to adjacent original ground.

C. Temporary Soil Erosion and Sediment Control Measures

1. Consist of temporary measures as shown on the plans or as ordered by the Architect to control soil erosion and water pollution, through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods.
2. The temporary control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the contract to the extent practical to assure economical, effective and continuous erosion control.

D. Demolition and Removal of Existing Improvements

1. Remove any foundations, pavement, sidewalks, curbs, retaining walls, and other improvements encountered within the work areas, noted to be removed, or whose removal is required to accomplish the work of the contract.
 - a. Remove asphalt concrete paving material to full depth and remove from site. Do not use asphalt materials for on-site fill. Milled asphalt may be reused as base if it meets the specified requirements.
 - b. Gravel and stone fill under removed sidewalks may be reused if suitable for the particular new use and if approved by the Architect.
 - c. Remove concrete below grade, such as fence footings, to a minimum depth of 2'-0" below new finish grade, unless otherwise indicated.
 - d. Break up and completely remove miscellaneous concrete.
2. Leave cut edge neat and square where existing material is cut to adjoin new work.

E. Disposal of Waste Materials

1. Burning on Owner's Property Burning of combustible cleared and grubbed materials is not permitted on the Owner's property.
2. Removal from Owner's Property: Remove all combustible cleared and grubbed material, excess excavated subgrade material, broken stone, broken concrete, masonry materials, and debris from the Owner's property and legally dispose of it. Obtain all permits for off-site disposal and submit a copy of each permit to the Owner.

--- END OF SECTION ---

SECTION 02300 - EARTHWORK**PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Excavation
2. Fill and backfill
3. Compaction
4. Grading
5. Topsoil and Amendments
6. Seeding

B. Related Sections

1. SECTION 02150 – Erosion, Sediment, Pollution Control
2. SECTION 02200 - Site Preparation
3. SECTION 02320 - Trenching
4. SECTION 02630 - Storm Drainage
5. SECTION 02745 - Asphalt Pavement
6. SECTION 02791 - Synthetic Grass Systems
7. SECTION 02820 - Fences and Gates

1.02 SUBMITTALS**A. Comply with requirements of SECTION 01300 - Submittals and as modified below.****B. Product Data**

1. Topsoil Analysis Report: Submit soil analysis report for on-site stockpiled and imported topsoil. Do not spread or mix topsoil until soil analysis report is approved by Architect.
 - a. Provide required representative samples of topsoil materials proposed for use in Project to independent testing agency for analysis and recommended treatment, including payment of all costs incurred for testing and analysis.
 - b. Ensure test reports include specific recommendations regarding exact types, time and rates of application of soil additives and fertilizers based upon soil test results and type of material to be planted. Follow soil additive recommendations during all planting and seeding operations. Include following in topsoil analysis:
 - (1) pH factor
 - (2) Percent organic matter
 - c. Include in recommendations type, composition, rate and means of application of soil amendments and fertilizer necessary to establish required pH factor and supply of nutrients satisfactory for planting.
 - d. All materials and procedures regarding soil amendments and fertilizers specified in this Section are approximate; adjust all soil amendments to comply with test reports.

C. Samples

1. Fill Materials: Submit samples of each type of gravel and stone specified for fill, naming source for each material and including sieve-analysis indicating compliance with specified gradation requirements for specific fill material.
 - a. Submit additional samples to Architect's field office at Project Site consisting of approximately 1 gallon by volume in substantial container.
 - b. Obtain Architect's approval of fill materials before beginning fill material placement.

D. Quality Control Submittals

1. Certificates: Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed for each grass seed species.

- E. Contract Closeout Submittals: Comply with requirements of SECTION 01781, including submission of operating and maintenance instructions as item in "General Construction Instructions" manual described in that section.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable requirements of OSHA, local governing authorities, and State Department of Labor.

1. Soil Erosion and Sediment Control (SESC) Plan: Comply with requirements of Section 02150 Erosion, Sediment, Pollution Control.

1.04 PROJECT/SITE CONDITIONS

- A. Subsurface Information/Site Investigation Reports:

1. Provide test borings and other exploratory operations at no additional cost to Owner, upon approval of Architect.
2. Field-verify existing topography before beginning site construction operations. Immediately report any discrepancies in elevations affecting site construction to Architect. Provide profile information on existing site conditions and verification of existing topographic information to Architect prior to beginning site construction.
 - a. Beginning site construction without this profile information and written notification indicates Contractor's acceptance of existing topography indicated on Drawings as accurate.
 - b. Adjustment to Contract Sum will not be made for discrepancies brought to Owner's attention after site construction has begun.

- B. Existing Utilities: Locations of known underground utilities are indicated on Drawings. Consult local utility companies and Underground Facilities Protection Organization (U.F.P.O.) to determine existence of uncharted or incorrectly charted piping or other utilities prior to excavation.

1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Architect immediately for direction. Cooperate with Owner and Utility Company in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
2. Locate existing underground utilities by careful hand excavation. If utilities are to remain in place, provide protection from damage during construction operations.

3. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Architect after temporary utility services have been provided.
- C. Pre-Construction Conference – Within seven days of start of construction, attend Civil/Structural Preconstruction Meeting. Representatives of all Contractors responsible for earthwork operations are required to attend. See SECTION 01312 Project Meeting, for the agenda.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fill and Backfill: Provide fill materials free of rock or gravel larger than stated size, debris, waste, frozen materials, vegetable matter, and other deleterious substances.

1. Off-Site Materials:

- a. Granular Fill: Import all granular fill types from off-site sources.
- b. Non-Granular Fill: Where quantity of approved fill and backfill non-granular materials required exceeds that available from on-site stock-piles, provide materials from off-site sources approved by Architect and spread as directed or required by Drawings and specifications.
2. Granular Fill: Where indicated, provide following fill materials consisting of stone, sand, and gravel, or blends of these materials, **free of slag**, complying with New York State Department of Transportation (NYSDOT) Standard Specification, Section 304, Type 1 or Type 4 or RCA, as modified below. Strip source of material of all sod, topsoil, overburden, and other objectionable material before excavation operations for material are started, and keep stripped at minimum 30 feet from top of working face of source at all times.

- a. Type 1 Fill (NYSDOT Type 1 / Granular Fill) gradation requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(1)	3"	100%
(2)	2"	90% to 100%
(3)	1/4"	30% to 65%
(4)	#40	5% to 40%
(5)	#200	0% to 7%

- b. Type 4 Fill (NYSDOT Type 4 / Select Granular Fill) gradation requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(1)	2"	100%
(2)	1/4"	30% to 65%
(3)	#40	5% to 40%
(4)	#200	0% to 7%

- c. RCA Fill (May be used in lieu of Type 4): Recycled Portland cement concrete aggregate which is the product of mechanical crushing, complying with the following gradation requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(1)	2"	100%
(2)	1"	80% to 100%
(3)	1/4"	50% to 85%
(4)	#40	15% to 40%
(5)	#200	0% to 7%

3. Drainage Fill: Washed, uniformly graded mixture of crushed stone, crushed or uncrushed gravel, in accordance with ASTM D2321 Class 1A material with 100% passing a 1-1/2" sieve, not more than 5% passing a No. 4 sieve and not more than 5% passing a No. 200 sieve.
 4. Other Back Fill Materials: Provide and maintain on-site material, approved by Architect for use as backfill in locations where backfill material is not otherwise specified, free of stones larger than 6", roots, organic material, construction debris and trash.
- B. Cover Materials: Provide sound, durable, well-rounded pebbles or rocks, size #2 stone, for use as finished paving material or as ground cover.
- C. Topsoil: Provide material stripped from surface of Site and stock piled.
1. Where quantity of topsoil required exceeds that available from on-Site stockpiles, provide imported topsoil and spread as directed or required by Drawings.
 2. Obtain imported topsoil from local sources or from areas having similar soil characteristics to that found at Site. Obtain topsoil only from naturally, well drained sites where topsoil occurs in depth of not less than 4"; do not obtain from bogs or marshes.
 3. Before delivery of imported topsoil, furnish Architect with written statement giving location of properties from which topsoil is to be obtained, names and addresses of Owners, analysis of topsoil, depth to be stripped and crops grown during past 2 years.
 4. Comply with following requirements:
 - a. Imported Topsoil: Natural, fertile, agricultural soil typical of locality, capable of sustaining vigorous plant growth, from well drained site free of flooding, not in frozen or muddy condition and containing no more than 10% organic matter. Topsoil to be free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, coughgrass, noxious weeds, and foreign matter.
 - b. Existing Topsoil: Natural, fertile agricultural soil capable of sustaining vigorous plant growth, not in frozen or muddy condition and containing no more than 10% organic matter. Topsoil to be free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, crabgrass, coughgrass, noxious weeds, and foreign matter.
 5. Provide amendments for existing and imported topsoil as follows:
 - a. Apply approved calcium or sulfur compounds to correct pH level to be between 5.9 and 7.0.
 - b. Pay for all topsoil nutritional testing and submit results for Architect's review in accordance with Section 1.02.

- D. Seeding: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. All blends to be guaranteed minimum 95% pure and having minimum germination rate of 85% mixed as follows:

1. General Lawn Mixture

	<u>Name</u>	<u>Variety</u>	<u>% Weight of Pure Live Seed</u>
a.	1/3 Equal Mixture of Brilliant / Princeton-P105 / Northstar Blend Kentucky Bluegrass (Poa pratensis).....	Commercial	70%
b.	Prelude Perennial Ryegrass (Lolium perenne).....	Commercial	20%
c.	Reliant Fine Fescue (Festuca rubra).....	Commercial	<u>10%</u>

2. Commercial Fertilizer

- a. Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:
- (1) For lawns, provide fertilizer with not less than 4% phosphoric acid and not less than 2% potassium, and percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 1,000 sq. ft. of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.
3. Conform to applicable State laws. Deliver in unopened containers bearing manufacturer's guaranteed analysis. Caked or otherwise damaged fertilizer not acceptable.
4. Mulching Material: Oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Apply 80 to 100 lbs/1,000 sq. ft. or equal 1" min. thickness so soil is still visible.
5. Lime: Ground dolomitic limestone not less than 85% total carbonates and magnesium ground so that 50% passes 100 mesh sieve and 90% the 20 mesh sieve.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which earthwork is to be accomplished in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely accomplishment. Do not proceed with earthwork until unsatisfactory conditions have been corrected in manner acceptable to Installer.
1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.

3.02 PREPARATION

A. Protection

1. Use of Explosives: Do not bring explosives onto site or use in project.
2. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35° F. by covering with dry insulating materials of sufficient depth to prevent frost penetration.

3.03 INSTALLATION

A. Excavation: Remove and dispose of all materials encountered to obtain required subgrade elevations. Remove from property and legally dispose of all excess fill material

1. Earth Excavation: Consists of removal and disposal of materials indicated in data provided on sub-surface conditions or materials encountered which are not classified as rock excavation or unauthorized excavation.
 - a. Refer to SECTION 02200 - Site Preparation for removal of pavement and other obstructions visible on ground surface, and for underground structures and utilities indicated to be demolished and removed.
2. Rock Excavation: Consists of removal and disposal of materials encountered that cannot be excavated with 1-1/2 cubic yard capacity power shovel without drilling and blasting, or requiring use of special equipment.
 - a. Typical of Materials Classified as Rock: Boulders 1-1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock hard cementitious aggregate deposits.
 - (1) Classify intermittent drilling or ripping performed to increase production and not necessary to permit excavation of material encountered as earth excavation.
 - b. Rock payment lines shall be limited to following:
 - (1) 2 ft. outside of concrete work for which forms are required, except footings.
 - (2) 1 ft. outside perimeter of footings.
 - (3) In pipe trenches, 6" below invert elevation of pipe and 2 ft. wider than inside diameter of pipe, but not less than 3 ft. minimum trench width.
 - (4) Neat outside dimensions of concrete work where no forms are required.
 - (5) Under slabs on grade, 6" below bottom of concrete slab.
3. Unauthorized Excavation: Consists of removal of materials beyond indicated subgrade elevations or side dimensions without the specific direction of the Architect. Replace unauthorized excavation as herein specified.
 - a. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation.
 - b. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Architect.
4. Stability of Sides
 - a. Slope sides of excavations over 5 ft. deep to angle of repose of material excavated; otherwise, shore and brace where sloping not possible because of space restrictions or stability of material excavated.

- b. Maintain sides and slopes of excavations in a safe condition until completion of backfilling, by scalping, benching, shelving or bracing.
 - c. Take precautions to prevent slides or cave-ins when excavations are made in locations adjacent to backfilled excavations, and when sides of excavations are subjected to vibrations from vehicular traffic or operation of machinery, or any other source. Refer to "Protection of Persons and Property" in "Preparation" above in Part 3 - Execution.
5. Shoring and Bracing:
- a. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition. Use timbers that are sound and free of large or loose knots.
 - b. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
 - c. Provide trench shoring and bracing to comply with ANSI A10.1 "Safety Code for Building Construction", OSHA, codes and authorities having jurisdiction and State Department of Labor.
6. Dewatering
- a. Refer to subsurface logs included in Project Manual for information regarding subsurface conditions. Owner shall not be liable for Change Order resulting from Contractor's inability to properly dewater Site.
 - b. Perform excavation in manner to prevent surface water and subsurface or ground water from flowing into excavations, and to prevent water from flooding Project Site and surrounding area.
 - c. Do not allow water to accumulate in excavations. Remove water from excavations using dewatering methods that prevent softening of foundation bottoms, undercutting footings, and soil change detrimental to stability of subgrades and foundations. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - d. Convey water removed from excavations and rainwater to collecting or run-off areas. Provide and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations for site utilities as temporary drainage ditches. Do not direct water onto construction of another contractor.
7. Material Storage:
- a. Stockpile excavated materials classified as satisfactory soil material where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.
 - b. Locate and retain materials required sufficient distance from edge of excavations, even though such excavations may be sheeted and braced, to prevent such material falling or sliding into excavations and to prevent cave-ins.
8. Excavation for Retaining Walls:
- a. Conform to elevations and dimensions shown on Drawings, and extending sufficient distance from footings and foundations to permit placing and removal of concrete form work, installation of services, and for other construction required, and for inspection.

- b. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade immediately before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
 - 9. Excavation for Pavements: Cut ground under pavements to comply with cross-sections, elevations and grades as shown.
 - 10. Removal of Unsuitable Soil Materials:
 - a. The identification of soil above and beyond amounts previously indicated on the Contract Documents considered to be unsuitable, including the extent of such soils, will be determined by the Owner's Geotechnical Engineer.
 - b. Excavate unsuitable soil materials encountered that extend below required elevations, to additional depth directed by Architect, based on the Owner's Geotechnical Engineer recommendations.
 - c. Measure additional excavation above and beyond amounts previously indicated on the Contract Documents as directed by the Architect and paid for by the Owner as a Change Order.
 - d. Where removal of unsuitable soil materials is due to fault or negligence of Contractor in performance of shoring and bracing, dewatering, material storage, or other specified requirements, excavate resulting unsuitable soil material and replace with suitable soil material at no additional cost to Owner.
 - 11. Removal of Existing Underground Utilities:
 - a. Demolish and completely remove from site portions of existing underground utilities indicated to be removed.
 - b. Coordinate with other Prime Contractor or with local utility companies, as applicable, for shutoff service if lines are active.
 - c. Coordinate scheduling of removal to accommodate relocation of lines when necessary.
 - d. Demolish and remove or relocate additional uncharted underground utilities conflicting with construction operations as directed by Architect. Measure additional removal and relocations as directed by Architect and paid for by Owner as Change Order.
 - 12. Soil Erosion and Sediment Control:
 - a. Comply with the requirements of Section 02150 Erosion, Sediment, Pollution Control.
- B. Fill and Backfill
- 1. Definitions:
 - a. Fill: Placement of specified fill materials, in layers, over ground surface to required elevations, for each area classification listed below.
 - b. Backfill: Placement of specified backfill material, in layers, in excavations to required subgrade elevations, for each area classification listed below.
 - 2. Fill and Backfill Materials: In all excavations, or filled areas, unless otherwise noted, use following fill types.

- a. Against Dampproofed or Waterproofed Structure Faces or Structure Faces with Foundation Drains: Type 4 fill.
 - b. Under Concrete Pads and Sidewalks: Type 1 fill from existing subgrade to within 6" of concrete, Type 4 fill for top 6", unless otherwise indicated.
 - c. Under Asphalt Paving: Type 1 fill from existing subgrade to bottom of aggregate base. Construct aggregate base as specified in SECTION 02745 over fill material.
3. Prior to Backfill Placement: Backfill excavations as promptly as construction permits, but not until completion of following:
- a. Acceptance by Architect of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 - b. Inspection, testing, approval and recording locations of underground utilities.
 - c. Removal of concrete formwork.
 - d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
 - e. Removal of trash and debris.
 - f. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
 - g. Acceptance by Architect of suitability of existing subgrade soil materials and compaction to receive backfill.
4. Preparation of Ground Surface to Receive Fill:
- a. Remove vegetation, debris, unsuitable soil materials, obstructions and deleterious materials from ground surface prior to placement of fills. Reference SECTION 02200 - Site Preparation.
 - b. After topsoil is stripped, proof roll Site with a ten ton vibratory compactor (minimum six overlapping passes required) or similar equipment. Excavate soft or loose soils identified during rolling and replace with properly compacted Type 1 fill as directed by Architect. Measure additional excavation and backfill as directed by Architect and paid for by Owner as Change Order.
 - c. Plow, strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill materials bond with existing surface.
5. Placement and Compaction:
- a. Place backfill and fill materials in layers not more than 8" in loose depth. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content of soil material. Do not place backfill or fill material on muddy or frozen surfaces or surfaces containing frost or ice.
 - b. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying material uniformly around structure to approximately same elevation in each lift.
 - c. Use power-driven hand tampers for compacting materials adjacent to structures.

C. Compaction

- 1. Perform compaction of soil materials for backfills and fills using soil compaction equipment suitable for both materials compacted and construction area location.
- 2. Control soil compacting during construction for compliance with percentage of maximum density specified for each area classification.

3. Compaction Equipment:

- a. Provide compaction equipment of suitable size and number, and in satisfactory working condition to complete construction on schedule.
- b. Use sheepsfoot rollers, pneumatic tired rollers, tamper rollers, vibrating tampers, or other compaction equipment capable of obtaining required density throughout entire layer being compacted.

4. Percentage of Maximum Density Requirements: Provide not less than following percentages of maximum density of same soil material compacted at $\pm 2\%$ of optimum moisture content, as measured against modified proctor laboratory compaction test ASTM D 1557-91.

- a. Concrete Slabs and Footings: Compact subgrade. Compact each layer of backfill or fill material to at least 95% of maximum dry density.
- b. Pavements: Compact subgrade. Compact each layer of backfill or fill material to at least 95% of maximum dry density.
- c. Natural Turf Athletic Fields: Compact top 2'-0" to a maximum of 85% maximum dry density and compact all beneath the upper 2'-0" to at least 95% of maximum dry density.
- d. Grass or Planted Areas: Compact top 2'-0" to a maximum of 85% maximum dry density and compact all beneath the upper 2'-0" to at least 95% of maximum dry density.
- e. Synthetic Turf Playfields: Compact subgrade. Compact each layer of backfill or fill material to at least 95% of maximum dry density.

5. Moisture Control:

- a. Provide equipment capable of adding measured amounts of moisture to soil material as determined by moisture density tests. Maintain actual moisture content in soil material at time of compaction to $\pm 2\%$ of optimum moisture content as measured against modified Proctor Laboratory compaction test ASTM D1557-91.
- b. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of subgrade, or layer of soil material manner to prevent free water appearing on surface during or subsequent to compaction operations.
- c. Remove and replace, or scarify and air dry, soil material too wet to permit compaction to specified percentage of maximum density.

D. Grading: Uniformly grade all areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact and with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

1. Topsoil Excavation:

- a. Excavate topsoil from areas indicated and stockpile on site where indicated.
- b. Do not excavate wet topsoil.
- c. Stockpile topsoil to maximum 8'-0" depth, cover to protect from erosion.

2. Grading Outside Building Lines:

- a. Grade areas outside building lines for each structure to drain away from structures and to prevent ponding of water. Finish surfaces free from irregular surface changes, large stones, and other objectionable material and as follows:

- (1) Grassed Areas: Finish areas to receive topsoil to within not more than 0.10 ft. above or below required subgrade elevations.

- (a) Topsoil: Spread evenly, compact, and grade to 6 "minimum depth over all areas where natural grade has been disturbed by construction in this contract, except paved areas.
 - (2) Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevation.
 - b. Hand grade areas adjacent to existing or newly constructed structures.
 - 3. Grading Surface of Fill under Concrete Slabs: Grade surface of fill under building slabs smooth and even, free of voids, compacted as specified, and to required elevations.
 - 4. Compaction: After grading, compact subgrade surfaces to depth and percentage of maximum density for each area classification.
- E. Seeding
- 1. Recondition and seed all areas disturbed or damaged as a result of construction in this Contract, including construction of other Prime Contractors, regardless of location, inside or outside, of contract limit line. Do not seed areas designated as roads.
 - 2. Immediately upon completion of rough and finish grading, provide additional topsoil, scarify, rake (to remove stones, stumps, roots and other objects over 1-1/2" in diameter), seed, mulch, bed, and sow seeding as follows:
 - a. Loosen subgrade of lawn areas to minimum depth of 4". Remove stones over 1-1/2" in any dimension and sticks, roots, rubbish and other extraneous matter. Limit preparation to areas to be planted promptly after preparation.
 - b. Spread top soil mixture to minimum depth required to meet lines shown, after light rolling and natural settlement.
 - c. After top soil has been placed, rake to true lines. Remove all objectionable material.
 - d. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create muddy soil condition.
 - e. Do not use wet or moldy seed or seed otherwise damaged in transit or storage.
 - f. Fertilize with 20 lbs. per 1,000 sq. ft., worked lightly into top 3" of soil.
 - g. Sow 6 lbs. per 1,000 sq. ft. with mechanical spreaders in 3 passes, second pass 90 degrees to first pass, third pass 45 degrees to second pass. Spread at rate of each pass 2 lbs./1,000 SF. Incorporate seed into upper 1" of prepared soil using mechanical spreaders. Rake seed into soil, roll with 200 lb. roller and water with fine spray.
 - h. Conduct seeding between August 15 and September 15. Seed during unseasonable conditions at Contractor's sole risk.
 - i. Seed and plant all areas at earliest possible date to achieve mature grasses and stable plants prior to Owner occupancy.
 - 3. Apply water (for minimum period of 7 days), and compact (roll) mulch at least once per day during this period.

4. Acceptance of Lawns: Complete minimum of (3) mowings by Contractor before review for acceptance.
5. Reconditioning Existing Lawns
 - a. Recondition existing lawn areas damaged by contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.
 - b. Provide fertilizer, seed or sod, and soil amendments as specified for new lawns and as required to provide a satisfactorily reconditioned lawn. Provide new topsoil as required to fill low spots and meet new finish grades.
 - c. Cultivate bare and compacted areas thoroughly to provide a satisfactory, planting bed.
 - d. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations including oil drippings, stone, gravel and other loose building materials.
 - e. Where substantial lawn remains (but is thin), mow, rake, aerate if compacted, fill low spots, remove humps and cultivate soil, fertilize, and seed. Remove weeds before seeding or if extensive, apply selective chemical weed killers as required. Apply seedbed mulch, if required, to maintain moist condition.
 - f. Water newly planted areas and keep moist until new grass is established.

3.04 FIELD QUALITY CONTROL

- A. Tests: Owner may provide soil testing and inspection service for quality control testing during earthwork operations. Owner reserves right to test and approve all subgrades and fill layers before construction proceeds. Refer to SECTION 01400 for additional requirements relating to testing.
 1. Allow sufficient time and provide adequate notice to Owner's representative to allow testing of subgrades and fill layers.
 2. Tests of subgrades and fill layers may, at Owner's option, include:
 - a. Observation of proof rolling procedures.
 - b. Observation/inspection of unsuitable soil removal.
 - c. Footing Subgrade:
 - (1) For each strata of soil on which footings will be placed, at least 1 plate bearing test and field density test may be conducted if subgrade is non-cohesive, or unconfined compression test may be conducted if subgrade is cohesive, to verify design bearing capacities shown on Drawings.
 - (2) Subsequent verification and approval of each footing subgrade may be based on visual comparison of each subgrade with tested strata when acceptable to Architect.
 - d. Paved Areas and Concrete Slab Subgrade:
 - (1) At least 1 field density test of subgrade for every 2000 sq. ft. of paved areas and concrete slab, but not less than 3 tests, may be made.
 - (2) In each compacted fill layer, 1 field density test for every 2000 sq. ft. of overlaying building slab or paved area, but not less than 3 tests, may be made.

- e. Foundation Wall Backfill: Field density test at locations and elevations as directed may be made. At least 1 test may be made for every 50 feet of wall.
- f. Fill under Footings: In each compacted fill layer, 1 compaction test for every 30 linear feet of wall may be taken. 1 compaction test may be made under each individual footing.
- g. Fill under Play fields:
 - (1) At least 1 field density test of subgrade from every 2000 sq. ft. of play field area, but not less than 3 tests, may be made.
 - (2) In each compacted fill layer, at least 1 field density test for every 2000 sq. ft. of overlaying play field, but not less than 3 tests, may be made.
- 3. If, in opinion of Architect and based on reports of testing service and inspection, completed subgrade or fills are below specified density, provide additional compaction and testing at no additional expense to Owner.

3.05 ADJUSTING / CLEANING

A. Disposal of Excess and Waste Materials

- 1. Removal from Owner's Property: Remove all excess excavated material, subsoil, trash and debris from Owner's property and legally dispose of it.

3.06 PROTECTION

A. Protection of Graded Areas

- 1. Protect newly graded and seeded areas from traffic, erosion and keep free of trash and debris.
- 2. Repair and re-establish grades and seeding in settled, eroded and rutted areas to specified tolerances.

B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction. Use hand tamping for recompaction over underground utilities and underfloor subdrains, if any.

C. Seeded Lawns:

- 1. Water to ensure uniform seed germination and to keep surface of soil damp. Continue watering new seeding until acceptance by Owner.
- 2. Apply water slowly so that surface of soil will not puddle and crust.
- 3. Cut grass first time when it reaches height of 2-1/2" and maintain to minimum height of 2". Do not cut more than 1/3 of blade at any one mowing. Remove clippings.
- 4. After first mowing water grass sufficiently to moisten soil from 3" to 5" deep.
- 5. Apply herbicide if Owner allows when weeds start developing, during calm weather when air temperature is above 50 deg. F. (Herbicide to be applied by a licensed applicator).
- 6. Replant damaged grass areas showing root growth failure, deterioration, bare or thin spots, and eroded areas.

-- END OF SECTION --

SECTION 02320 - TRENCHING**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes
 - 1. Trench excavation, backfill, and compaction for installation of underground piping, piping below slabs, piping under foundations, and sports field drainage systems.
 - 2. Refer to SECTION 02300 - Earthwork for excavation, backfill, grading, and compaction of all other types of trenches.
- B. Related Sections:
 - 1. SECTION 02300 - Earthwork
 - 2. SECTION 02630 - Storm Drainage
 - 3. SECTION 02745 - Asphalt Pavement

1.02 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals, and as modified below.
- B. Samples: Submit approximately 1 gallon (by volume) of each type of gravel and stone specified for backfill in substantial container, naming source for each material.
- C. Quality Control Submittals
 - 1. Certificates: Submit evidence that each proposed material complies with N.Y.S.D.O.T. standard specifications for materials of comparable use.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable requirements of OSHA, governing authorities having jurisdiction, and State Labor Department for trenching work, including required shoring.

1.04 SEQUENCING AND SCHEDULING

- A. Refer to DIVISION 1 for additional coordination and job scheduling requirements.
- B. Responsibilities in New Construction
 - 1. Each Prime Contractor: Provide all trenching required for applicable Prime Contract, including trench excavation, backfill to finish grade or subgrade as shown on Drawings, and removal of excess material removed during trench excavation.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Backfill: Material, **free from slag**, cinders, ashes, refuse, vegetable or organic material, boulders, rocks or stones, or other unsuitable material.

1. Sand: Natural bank sand, graded from fine to coarse, not lumpy or frozen, containing no more than 10% by weight of loam and clay and complying with following gradation requirements:
 - a. 100% passing 3/4" sieve.
 - b. No more than 5% passing No. 200 sieve.
2. Gravel: Type 1 Fill Material as defined in SECTION 02300 - Earthwork.
3. Pipe and Utility Structure Bedding: Mixture of 50% NYSDOT No. 1 Crushed Stone and 50% NYSDOT No. 2 Crushed Stone **free of slag**, complying with New York State Department of Transportation (NYSDOT) Standard Specifications, Section 703 -02 which is product of mechanical crushing, complying with following requirements:

a. NYSDOT No. 1 Crushed Stone Gradation Requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(1)	1"	100
(2)	1/2"	90-100
(3)	1/4"	0-15
(4)	#200.....	0-1

b. NYSDOT No. 2 Crushed Stone Gradation Requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(1)	1-1/2"	100
(2)	1"	90-100
(3)	1/2"	0-15
(4)	#200.....	0-1

4. Excavated Material: When type of backfill material is not indicated on Drawings or in Project Manual, use material excavated on-site consisting of loam, clay, sand, gravel or other material suitable for backfilling as approved by Architect.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Excavate trenches to depth shown on Drawings, providing uniform and continuous bearing support for pipe on solid, undisturbed ground at every point between pipe connection. Excavate at least 50 ft. in advance of pipe laying, but no more than one average day's pipe laying. Brace and drain trenches as required; conduct discharge from dewatering pumps to natural channels, to drains, or to storm sewers.
 1. Provide sufficient trench width to permit proper laying and joining of pipe, proper placement of backfill, and clearance of at least 6" on either side of barrel of pipe. Increase width of trench as required to permit convenient placement of timber supports, placement of sheeting and bracing, and proper handling of fittings.
 2. Prepare finish grade of trench bottom with hand tools. Where elevations are not shown on Drawings, excavate to depth required to place minimum 18" fill above top of pipe. Provide "bell holes" at each pipe joint for proper joining.

3. Where excavation is carried below specified elevation, backfill with Type 1 material (refer to SECTION 02300), and compact to provide firm, unyielding subgrade as approved by Architect.
- B. Rock Excavation: Comply with provisions of SECTION 02300 unless otherwise indicated.
- C. Excavation Around Trees: When trenching is required within drip line, tunnel under or around roots by hand digging. Do not cut main lateral roots or tap roots; cut smaller roots interfering with trenching.
- D. Excavated Materials
 1. Control stockpiling of materials excavated from trenches to prevent water running into excavation.
 2. Divert storm and other surface waters into existing water courses or other temporary drains away from trench excavations. Do not obstruct existing surface drainage.

3.02 BACKFILLING

- A. Backfilling Under Pipe: Backfill by hand, from bottom of trench to center line of pipe, with sand or gravel, as approved by Architect, placed in 3" layers and compacted by tamping. Deposit backfill material full width of trench on both sides of pipe, fittings, and appurtenances simultaneously.
- B. Backfilling Over Pipe
 1. Backfill by hand or approved mechanical means from center line on pipe, fittings, and appurtenances to 1'-0" above top of pipe with material indicated on Drawings, placed in 3" layers and compacted by tamping. Use special care in placing backfill to avoid injuring or moving pipe.
 2. Unless otherwise indicated, backfill remainder of trench with material removed from trench, place in 8" layers with each layer properly compacted.
 - a. Under concrete slabs and roads fill trench to base course subgrade with Type 1 fill material as specified in SECTION 02300 - Earthwork.
 - b. Compact each layer of backfill under pavement and slab-on-grade to 95% of maximum dry density at +/- 2% of optimum moisture content.
 3. Remove excess material excavated from trench from site and legally dispose of it.

3.03 FIELD QUALITY CONTROL

- A. Testing
 1. The Owner may provide soil testing and inspection services during backfill of trenches. Refer to SECTION 01400 - Quality Control.
 2. Prime Contractors shall employ the services of an independent testing laboratory to observe and test backfill operations performed by other Prime Contractors that may affect their work. An independent testing laboratory shall certify that backfill is suitable for finish construction to be installed over trenches.
 - a. Prime contractors shall submit copies of testing laboratory reports to the Architect for information only.
 - b. The general work and or site work prime contractor(s) shall accept in writing any trench backfill and compaction performed by other prime contractors before installing remaining finish construction over trench work.

--- END OF SECTION ---

SECTION 02630 - STORM DRAINAGE**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes
 - 1. Under drains
 - 2. Manholes
 - 3. Catch basins
 - 4. Drop inlets
 - 5. Frames, grates and covers
 - 6. Drainage pipe
 - 7. Cleanouts
 - 8. Storm water quality treatment units.
- B. Related Sections
 - 1. SECTION 02300 - Earthwork
 - 2. SECTION 02320 - Trenching
 - 3. SECTION 02791 - Synthetic Grass Systems

1.02 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals and as modified below.
- B. Shop Drawings - Submit shop drawings of drainage systems including following:
 - 1. Details of all underground piping including material, size, and similar information.
 - 2. Details of underground structures including catch basins, drop inlets, storm manholes, drywells, trench drains, headwalls, outlet structures frames and grates and frames and covers, culvert end sections, storm water quality treatment units and similar items indicated on Drawings.
- C. Quality Control Submittals
 - 1. Qualifications Certification: Submit written certification or similar documentation signed by applicable subcontractor, Prime Contractor and manufacturer (where applicable) indicating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.
 - 2. Installer Experience Listing: Submit list of completed projects using products proposed for this Project, including owner's contact and telephone number for each project, demonstrating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Perform work, including shoring, in compliance with the applicable requirements of governing authorities having jurisdiction.

1.04 SEQUENCING AND SCHEDULING

- A. Coordinate laying pipe, bedding, backfill, and similar construction with construction specified in SECTION 02320 - Trenching and related construction included of other Contracts.

PART 2 - PRODUCTS

2.01 PIPING

- A. Polyvinyl Chloride (PVC) Storm Drainage Pipe: (4" - 15" dia.): Un-plasticized polyvinyl chloride gravity sewer pipe with integral wall bell and spigot joints, complying with ASTM D-3034; green color. Include factory-installed rubber expansion/contraction ring on spigot providing integral bell gasketed joint forming watertight seal in accordance with ASTM D-3212. Provide compatible fittings complying with ASTM D-2855 and ASTM F-402, as applicable. Similar to "Ring-Tite PVC Gravity Sewer Pipe and Fittings" by J-M Manufacturing Co., Inc.; Stockton, California.
 - 1. Minimum Impact Strength (ASTM D-2444): 220 ft. lbs.
 - 2. Pipe Stiffness (ASTM D-2412): 46 psi.
- B. Solid or Perforated Double Wall Smooth Interior Pipe (HDPE):
 - 1. Interior Diameter, 4" to 36": Corrugated polyethylene circular pipe with an integrally formed smooth interior complying with the following specifications:
 - a. Applicable Standards
 - (1) 4 inch to 10 inch pipe:.....AASHTO M 252-Type S or SP
 - (2) 12 inch to 36 inch pipe:.....AASHTO M294-Type S or SP
 - b. Mannings "n" Value: 0.012.
 - c. ASTM D3034 for maximum allowable deflection.
 - d. Fittings to meet performance requirements of ASTM D 3034 and ASTM F 1336. Gaskets to comply with ASTM F477.
 - e. Manufacturer: Similar to "N-12 Smooth Interior Pipe" by Advanced Drainage Systems, Inc.; London, Ohio.

2.02 END SECTIONS AND HEADWALLS

- A. Galvanized Steel End Sections: Flared end sections manufactured in accordance with New York State Department of Transportation Standard Specification, Item 707-10.
- B. High Density Polyethylene (HDPE) End Sections: Flared end sections manufactured in accordance with the pipe manufacturer's specifications. Pour 3000 psi concrete at toe to anchor and prevent heaving. Weld 30 inch and 36 inch end sections to pipe per manufacturer's specifications.
- C. Concrete Headwalls:
 - 1. Precast Components: 4,000 psi 28-day compressive strength; Cast-in-Place Components: 4,000 psi 28-day compressive strength, air entrained.
 - 2. Reinforcement: #4 bars at 12" on center each way.
 - 3. Manufacturers offering products complying with these requirements include Precast Concrete Sales, Valley Cottage, New York.

2.03 CONCRETE DRAINAGE UNITS

- A. Comply with applicable requirements of NYSDOT Standard Specification 706-04, unless otherwise indicated. Provide units with dimensions and details as shown on Drawings. Provide concrete mixes complying with the following strength requirements:
 - 1. Precast Components: 4,000 psi 28-day compressive strength.
 - 2. Cast-in-Place Components: 4,000 psi 28-day compressive strength, air entrained.
- B. Manholes: Precast reinforced concrete unit with eccentric cone top complying with ASTM C478 and precast base riser section with integral floor.
 - 1. Provide polypropylene plastic steps reinforced with minimum 1/2" dia. steel rod, complying with Item 725-02.01 of the New York State Department of Transportation Standard Specification, integrally cast into sidewalls, unless otherwise indicated.
 - 2. Provide rubber gaskets in joints between unit sections as recommended by unit manufacturer.
- C. Catch Basins: Precast reinforced concrete unit with eccentric cone top, complying with ASTM C478, and precast base riser section with integral floor.
 - 1. Provide polypropylene plastic steps reinforced with minimum 1/2" dia. steel rod, complying with Item 725-02.01 of the New York State Department of Transportation Standard Specification, integrally cast into sidewalls, unless otherwise indicated.
 - 2. Provide rubber gaskets in joints between unit sections as recommended by unit manufacturer.
- D. Drop Inlets: Precast reinforced concrete unit with integral precast base.
- E. Sewer Brick: ASTM C32-63 Grade MA., with 1:2 Portland cement mortar, where required for final leveling to finished grade.

2.04 DRAINAGE UNIT COVERS

- A. Manufacturer: For convenience, details and specifications have been based on products by Syracuse Castings Sales Corporation, Cicero, New York and Campbell Foundry Company, North Haven, Connecticut.
- B. Provide castings of uniform quality, free from blow holes, porosity, hard spots, shrinkage defects, cracks, or other injurious defects. Manufacture all castings true to pattern and free from surface imperfections. Provide heavy duty round frames and covers or grates with machined horizontal bearing surfaces. Other units ground finished to proper fit. Provide 1 shop coat of asphaltum on all units.
 - 1. Gray Iron Material: ASTM A 48-83 Class 30B, tensile strength 30,000 psi.
- C. Drop Inlet Grates:
 - 1. Lawn Areas (Heavy Duty Square Frame and Grates): Weight at least 445 lbs; similar to "Model #2915 Straight Type Frame" and "Type A Bicycle Grate" by Syracuse Sales Corporation.
 - 2. Paved Walking Surface Areas (Heavy Duty Square Frame and Grates): A.D.A. compliant frame and grates; similar to "Model #28151400 Heavy Duty" by Campbell Foundry Company.
- D. Drop Inlet with Curb Box Grates (Heavy Duty Frame and Grates): Similar to "Model #2633 Curb Type Inlet Frame" and "A.D.A. Compliant Grate" with 6" curb piece by Campbell Foundry Company.

- E. Catch Basin and Drywell Frame and Grate - Heavy Duty Round Frame and Grates: Weight at least 315 lbs.; similar to "Model #1197 Straight Type Frame" and "Type A Bicycle Grate" by Syracuse Sales Corporation.
- F. Manhole Covers - Heavy Duty Round Frames and Covers: Weight at least 350 lbs; similar to "Model #1032 Straight Type Frame and Solid Cover" by Syracuse Sales Corporation.
- G. Storm Water Quality Treatment Unit Covers: Heavy Duty Round Frames and Covers: Weight at least 350 lbs; similar to "Nyloplast H-25 Solid Cover" by Advanced Drainage Systems, Inc.

2.05 FOUNDATION DRAINS AND UNDERDRAINS

- A. Site Drainage Tubing: Perforated polyethylene tubing complying with AASHTO M-252 "Standard Specification for Plastic and Polyethylene Pipe or Tubing"; diameter as indicated on Drawings. Similar to "Perforated Tubing" by Advanced Drainage Systems, Inc. Columbus, Ohio.
 - 1. Strength (ASTM F405): 30 psi at 5% deflection.
- B. Filter Fabric: Continuous filament fabric consisting of polypropylene fibers and heat-bonded nylon-sheathed polypropylene fibers; similar to "Mirafi 140N" (as indicated) by Mirafi, Inc.; Charlotte, North Carolina.

2.06 TURF COMPOSITE DRAINS

- A. Composite Drain Piping: 1" x 12" polyethylene multi-channeled edge drain with polypropylene filter fabric sock in compliance with ASTM D7001-04 Class B. Provide all fittings and connections required for installation fabricated by manufacturer of drainage piping used. Similar to "AdvanEdge Pipe" by Advanced Drainage Systems.
 - 1. Pipe Properties
 - a. Compressive Strength (ASTM D-695): ...6,000 psf (41.7 psi) minimum.
 - b. Flow Rate (ASTM D-4716): 11gpm/sf.
 - c. Peel Strength (ASTM D-1876): 35 lbs/ft minimum.
 - d. Core Thickness: 0.80"
 - 2. Drainage Fabric Properties (in compliance with AASHTO M-288 Class A)
 - a. Grab Tensile Strength (D-4632): 180 lbs.
 - b. Grab Elongation Strength (ASTM D-4632): -
 - c. Mullen Burst Strength (ASTM 3786): 290 psi.
 - d. Puncture Strength (ASTM 4833): 80 lbs.
 - e. Trapezoid Tear Strength (ASTM D-4533): 50 lbs.
 - f. U.V. Resistance (ASTM D-4355): 70% strength retained.
 - g. A.O.S.: Per ASTM D-4751
 - h. Permeability (ASTM 4491): K Fabric > K Soil
 - i. Permittivity (ASTM 4491): -

2.07 SYSTEM COMPONENTS AND ACCESSORIES

- A. Assembly Components
 - 1. 3 inches and smaller: 301 Stainless Steel Low Torque Pipe Couplings for Hubless Cast Iron Soil Pipe: Rubber sealing sleeve conforming to ASTM C564 and CISPI 310 standard, Type 301 stainless steel stainless steel shield and clamps with torque shields to minimum of 60 inch pounds, similar products by Charlotte Pipe and Foundry Co.

2. 4 inches and larger: 304 Stainless Steel High Torque Pipe Couplings for Hubless Cast Iron Soil Pipe: Rubber sealing sleeve conforming to ASTM C564, constructed of 0.15 inch thick or greater Type 304 stainless steel shield and clamps, and Type 305 stainless steel screws designed for minimum of 80 inch pounds of torque; similar to:
 - a. "Husky SD4000", by Anaheim Foundry Company, with minimum 4 clamps provided for 1-1/2 inch to 4 inch diameter couplings and 6 clamps provided for 5 inch to 10 inch diameter couplings.
 - b. "Heavyweight Coupling" by Mission Rubber Company, with minimum 4 clamps provided for 1-1/2 inch to 4 inch diameter couplings and 6 clamps provided for 5 inch to 10 inch diameter couplings.
 - c. "Clamp-All HI TORQUE 80", by Clamp-All Corporation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Before proceeding with drainage installation, examine all spaces and conditions existing at Site in coordination with Drainage Installer and notify affected Prime Contractors and Architect of any construction or any other conditions prevailing which prevent, inhibit, or otherwise interfere with drainage installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.

3.02 INSTALLATION

- A. Pipe Installation
 1. Alignment: Lay piping straight to line and grade between drainage units, unless otherwise approved by Architect.
 - a. Make any abrupt changes in direction or branch from the main with standard fittings in manholes, arranged so that sewer cleaning rods can be used in all lines from manhole or catch basins.
 - b. Make changes in sewer main direction with standard fittings with 1/8 or 1/4 bends, or with wye branches with 1/8 bends.
 - c. Check alignment and grade along center of pipe at end of every pipe length.
 2. Tolerances - Finish all surfaces and inverts to following:
 - a. Pipe Invert at Curb Outlet: Set 1" above elevation of existing flow line of gutter.
 - b. Pipe Line Invert Elevations: +/-0.05 ft. from elevations shown on Drawings.
 3. Pipe Handling: Provide proper implements, tools, and facilities for safe and convenient pipe handling. Carefully lower pipe and fittings into trench piece-by-piece in manner to prevent damage to pipe. Do not drop or dump pipe into trench.

4. Pipe Laying: Lay pipe with ends abutting and true to line and grade, fitted and matched to form smooth uniform invert, with bell ends upstream. Shape bottom of trench to conform as nearly as possible to outside of pipe, taking particular care to recess trench bottom to relieve bell of all load. Install gaskets in accordance with manufacturer's recommendations.
 - a. Plastic Pipe: Comply with manufacturer's instructions and use joint adhesives recommended by manufacturer.
5. Pipe Cleaning: Clean interior of pipe as work progresses. Maintain swab or drag in line and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe line at end of day or whenever work stops.
- B. Concrete Drainage Unit Installation: Set concrete drainage units as shown on Drawings, maintaining inverts indicated within tolerance of ± 0.05 ft. Grout pipe entering units in place, with annular ring completely filled for full depth of unit wall.
- C. Storm Water Quality Treatment Unit Installation: Cut trench width and length to unit diameter/unit length plus 36". Set unit on 6" bedding stone as shown on Drawings, maintaining inverts indicated within tolerance of ± 0.05 ft. Backfill around unit in accordance with SPECIFICATION SECTION 02320 – Trenching.

3.03 TESTING /CLEANING

- A. Deflection Tests: Provided by Prime Contractor in accordance with requirements in SECTION 01400.
 1. Perform deflection tests on all flexible pipe after final backfill has been in place at least 30 days using rigid ball or mandrel with diameter equal to 95.00% of inside diameter of pipe.
 2. Perform test without mechanical pulling devices.
 3. Any section of piping where ball or mandrel cannot be pulled through by hand deemed as "failed section."
- B. Where directed by Architect, remove, reconstruct, or reinstall all components of drainage system not meeting requirements specified in this Section.
- C. Upon completion of drainage installation, leave all components of drainage system completely free from silt, debris, or obstruction.

--- END OF SECTION ---

SECTION 02631 – STORMWATER QUALITY UNIT FNLAJS**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes
 - 1. Storm water quality units.
- B. Related Sections
 - 1. SECTION 02300 - Earthwork
 - 2. SECTION 02320 - Trenching
 - 3. SECTION 02791 - Synthetic Grass Surfacing

1.02 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals and as modified below.
- B. Shop Drawings - Submit shop drawings of drainage systems including following:
 - 1. Details of all underground piping including material, size, and similar information.
 - 2. Details of underground structures including frames and covers, storm water quality units and similar items indicated on Drawings.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Perform work, including shoring, in compliance with the applicable requirements of governing authorities having jurisdiction.

1.04 SEQUENCING AND SCHEDULING

- A. Coordinate laying pipe, bedding, backfill, and similar construction with construction specified in SECTION 02320 - Trenching and related construction included of other Contracts.

PART 2 - PRODUCTS**2.01 PIPING**

- A. Solid or Perforated Double Wall Smooth Interior Pipe (HDPE):
 - 1. Interior Diameter, 4" to 36": Corrugated polyethylene circular pipe with an integrally formed smooth interior complying with the following specifications:
 - a. Applicable Standards
 - (1) 4 inch to 10 inch pipe:.....AASHTO M 252-Type S or SP
 - (2) 12 inch to 36 inch pipe:.....AASHTO M294-Type S or SP
 - b. Mannings "n" Value: 0.012.
 - c. ASTM D3034 for maximum allowable deflection.
 - d. Fittings to meet performance requirements of ASTM D 3034 and ASTM F 1336. Gaskets to comply with ASTM F477.

- e. Manufacturer: Similar to "N-12 Smooth Interior Pipe" by Advanced Drainage Systems, Inc.; London, Ohio.
- A. Inline Drains: Precast PVC, with cast iron grate and watertight pipe adapters. Similar to "Model #2708AG6N 8" Inline Drain" by Advance Drainage Systems, Inc., Columbus Ohio.

2.02 STORMWATER QUALITY UNIT

- A. Storm Water Quality Unit: 36" diameter HDPE unit similar to "Model Number 3620WQBXX Stormwater Quality Unit" by Advanced Drainage Systems, Inc.
- B. Storm Water Quality Unit Covers: Heavy Duty Round Frames and Covers: Weight at least 350 lbs; similar to "Nyloplast H-25 Solid Cover" by Advanced Drainage Systems, Inc.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Before proceeding with unit installation, examine all spaces and conditions existing at Site in coordination with Drainage Installer and notify affected Prime Contractors and Architect of any construction or any other conditions prevailing which prevent, inhibit, or otherwise interfere with drainage installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

3.02 INSTALLATION

- A. General Installation
 - 1. Alignment: Lay unit straight to line and grade between drainage units, unless otherwise approved by Architect.
 - a. Make any abrupt changes in direction or branch from the main with standard fittings arranged so that sewer cleaning rods can be used in all lines from manhole or catch basins.
 - b. Make changes in sewer main direction with standard fittings with 1/8 or 1/4 bends, or with wye branches with 1/8 bends.
 - 2. Tolerances - Finish all surfaces and inverts to following:
 - a. Unit Invert Elevations: +/-0.05 ft. from elevations shown on Drawings.
 - 3. Unit Handling: Provide proper implements, tools, and facilities for safe and convenient handling. Carefully lower unit into trench in manner to prevent damage to unit. Do not drop or dump unit into trench.
- B. Storm Water Quality Unit Installation: Cut trench width and length to unit diameter/unit length plus 36". Set unit on 6" bedding stone as shown on Drawings, maintaining inverts indicated within tolerance of +/-0.05 ft. Backfill around unit in accordance with SPECIFICATION SECTION 02320 – Trenching.

3.03 CLEANING

- A. Where directed by Architect, remove, reconstruct, or reinstall all components of drainage system not meeting requirements specified in this Section.
- B. Upon completion of unit installation, leave all components of system completely free from silt, debris, or obstruction.

--- END OF SECTION ---

SECTION 02745 - ASPHALT PAVEMENT**PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Asphalt concrete paving, including (but not limited to):
 - a. Asphalt concrete pavements including new aggregate base where indicated on Drawings.
 - b. Asphalt concrete top course installed over binder coarse as indicated on Drawings.
 - c. Patching of existing asphalt concrete paving as indicated on Drawings.
 - d. Flood testing of finished areas.
 - e. Traffic markings.

B. Related Sections

1. SECTION 02300 - Earthwork
2. SECTION 02630 - Storm Drainage
3. SECTION 02770 - Curbs
4. SECTION 02775 - Sidewalks

1.02 SYSTEM DESCRIPTION**A. Design Requirements**

1. Asphalt Concrete Paving: Provide asphalt concrete and aggregate materials complying with New York State Department of Transportation Specifications for comparable materials.

1.03 SUBMITTALS**A. Comply with requirements of SECTION 01300 - Submittals and as modified below.****B. Product Data: Submit manufacturer's printed product data, including, installation instructions, for coating materials and paving fabric demonstrating compliance with specified requirements.**

1. Asphalt Concrete Paving: Submit job mix formulas for asphalt concrete indicating compliance with specified requirements and including name of supplier.

C. Samples: Submit samples to Architect of all types of gravel and stone specified, naming source for each material. Samples may be submitted to Architect's field office at project site.

1. In lieu of samples, Contractor may submit evidence that each proposed material complies with New York State Department of Transportation Specifications for materials for comparable use.

D. Quality Control Submittals

1. Certificates: Submit copies of all permits obtained from local regulatory agencies and New York State Department of Transportation.
2. Qualifications Certification: Submit written certification or similar documentation signed by applicable subcontractor, Prime Contractor and manufacturer (where applicable) indicating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.

3. Experience Listing: Submit list of completed projects using products proposed for this Project, including owner's contact and telephone number for each project, demonstrating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.

- E. Contract Closeout Submittals: Comply with requirements of SECTION 01781, including submission of operating and maintenance instructions as item in "General Construction Instructions" manual described in that section.

1.04 QUALITY ASSURANCE

A. Qualifications

1. Asphalt Concrete Producer: Use only materials furnished by bulk asphalt concrete producer regularly engaged in production of hot-mix, hot-laid asphalt concrete.

B. Regulatory Requirements

1. Conform to requirements of local regulatory agency, or if applicable, New York State Department of Transportation, whichever is more stringent for methods and materials in work areas subject to applicable agency's review and approval. Provide materials complying with referenced New York State Department of Transportation Standard Specifications where indicated.
2. Obtain written permission from applicable agency prior to start of construction, and shall submit copies of permit as specified in "Submittals - Quality Control Submittals" above.

1.05 PROJECT/SITE CONDITIONS

A. Environmental Requirements

1. Asphalt Concrete Paving

- a. Do not apply tack coats when ambient temperature is below 50 deg F., and when temperature has not been above 35 deg for 12 hours immediately prior to application. Do not apply when base is wet or contains excess of moisture.
- b. Do not construct asphalt concrete surface course when atmospheric temperature is below 40 deg F., and when base is not dry. Base course may be placed when air temperature is above 30 deg F. and rising.

B. Field Measurements

1. Grade Control: Establish and maintain required lines and elevations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use locally available materials and gradations exhibiting satisfactory record of previous installations.

B. Asphalt Concrete Paving

1. Aggregate Base: Comply with New York State Department of Transportation Standard Specification, Section 304, Paragraph 304-2; as modified in SECTION 02300 - Earthwork in this Project Manual.
 - a. Foundation Course: Type 1 Fill.

- b. Base Course:
 - (1) Heavy Duty Areas:..... Type 4 Fill, max. size 2".
 - (2) Auto Duty Areas: Type 4 Fill, max. size 2".
 - (3) Light Duty Areas:..... Type 4 Fill, max. size 2".
2. Coatings: Comply with New York State Department of Transportation Standard Specification, Section 702 for material designations indicated.
 - a. Tack Coat: Emulsified asphalt, slow setting type; NYSDOT Designation 702-3601 (SS-1h) or 702-4501 (CSS-1h).
 - b. Asphalt Cement Filler: NYSDOT Designation 702-05.
3. Paving Fabric:
 - a. Non-woven polypropylene fabric precoated with rubberized asphalt and protected by release sheet; similar to "Petrotac Precoated Nonwoven Fabric" by Phillips Fibers Corp., Greenville, South Carolina.
 - b. Non-woven polypropylene fabric; similar to "Petromat Nonwoven Fabric" by Phillips Fibers Corp., Greenville, South Carolina.
4. Asphalt Concrete: Comply with New York State Department of Transportation Standard Specification, Section 400.
 - a. Binder Course: Hot, plant mixed asphalt concrete, complying with NYSDOT Standard Specification Section 401 and Section 403 for "Asphalt Concrete - Type 3 Binder".
 - b. Shim Course: Hot, plant mixed asphalt concrete, complying with NYSDOT Standard Specification Section 401 and 403 for "Asphalt Concrete - Type 5 Shim".
 - c. Top Course: Hot, plant mixed asphalt concrete, complying with NYSDOT Standard Specification Section 401 and 403 for "Asphalt Concrete - Type 7 Top".
- C. Pavement Marking Paint: Pavement marking paint complying with NYSDOT Standard Specification, paragraph 727-01, White Pavement Marking Paint - Type I or paragraph 727-01, Yellow Pavement Marking Paint - Type I.
 1. Manufacturer: For convenience, details and specifications have been based on ""Setfast Acrylic Latex Traffic Paint" by Sherwin Williams, Co.; Cleveland, Ohio (Tel. # 216-566-2902).
 2. Soil Stabilization Fabric: Shall be a heavy duty, commercially manufactured woven polypropylene geotextile meeting the following properties:

Fabric Property	Test Method	Unit	Typical Value
Tensile Strength	ASTM D-1682	Lb.	300
Grab Tensile Elongation	ASTM D-1682	%	35 (max)
Modulus (at 10% Elongation)	ASTM D-1682	Lb.	140
Trapezoidal Tear Strength	ASTM D-1117	Lb.	120
Mullen Burst Strength	ASTM D-3786	PSI	600+
Puncture Strength	ASTM D-3787	Lb.	130
Abrasion Resistance	ASTM D-3884	Lb.	100
Coef. of Permeability	CFMC-GET-2	cm/sec	0.01
Water Flow Rate	CFMC-GET-2	gal/min/sf	50
EOS	COE-CW-02215	US Std Sieve	20-45

Standard of quality shall be equivalent to Mirafi 600X as manufactured by TC MIRAFI, 365 South Holland Drive, Pendergrass, Georgia (Tel. 1-888-795-0808), or other Architect approved equal.

2.02 EQUIPMENT

- A. Compacting Equipment: Self-propelled tandem roller with minimum 10 ton weight. Hand-held vibrator compactor may be used in areas not accessible to rollers when specially approved in advance by Architect.
- B. Paving Equipment: Spreading, self-propelled asphalt paving machines capable of maintaining line, grade, and minimum surface thickness specified. Spreader boxes may be used in areas where specifically approved by Architect.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions (by Installer): Examine conditions under which flexible pavement is to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
 - 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.

3.02 PREPARATION

- A. Final Preparation of Subgrades: After preparation of subgrade as specified in SECTION 02300, thoroughly scarify and the entire area to be paved and then compact by rolling to smooth, hard, even, surface. Finish to required grades with due allowance for thickness of binder course and finish top course.
- B. Finish to required grades.

3.03 INSTALLATION / APPLICATION

- A. Asphalt Concrete Paving
 - 1. Aggregate Base: Comply with requirements of New York State Department of Transportation Standard Specification, Section 304-3, for aggregate gradations specified, unless otherwise indicated.
 - a. Foundation Course: Place foundation course in 4" layers (max. compacted depth) to thickness indicated. Compact material with 10 ton roller with material at optimum moisture content for maximum compaction.
 - b. Aggregate Base Course: Install to depth indicated below and roll with 10 ton roller, eliminating movement of course ahead of roller. After rolling, test course with straight edge min. 15 ft. long. Satisfactorily eliminate any depression over 1/4" deep. Obtain approval of base before applying pavement.
 - (1) Heavy Duty Pavement Thickness: Min. 12" total thickness (two 6" layers), unless otherwise indicated.
 - (2) Auto Duty Pavement Thickness: Min. 8" total thickness (two 4" layers), unless otherwise indicated.
 - (3) Light Duty Asphalt Thickness: Min. 6" total thickness, unless otherwise indicated.

2. Asphalt Concrete Paving Application: Provide finished surface free from depressions that would collect water. Satisfactorily remove, at Contractor's expense, any depressions over 1/8" when tested with 6 ft. straight edge without evidence of patching. Carry all paving to wood stripping, curbing or to location shown on Drawings.
 - a. Application Over Aggregate Base:
 - (1) Heavy Duty Areas: Apply over aggregate base in 2 courses; 2 1/2" compacted depth binder course and 1-1/2" compacted depth top course. Comply with New York State Department of Transportation Standard Specification, paragraph 401-3 and paragraph 403-3, for asphalt types specified.
 - (2) Auto Duty Areas: Apply over aggregate base in 2 courses; 2" compacted depth binder course and 1-1/2" compacted depth top course. Comply with New York State Department of Transportation Standard Specification, paragraph 401-3 and paragraph 403-3, for asphalt types specified.
 - (3) Light Duty Areas: Apply over aggregate base in 2 courses; 2" compacted depth binder course and 1" compacted depth top course. Comply with New York State Department of Transportation Standard Specification, paragraph 401-3 and 403-3, for asphalt types specified.
 - b. Application of Top Course Over Existing Paving:
 - (1) Surface Preparation: Condition existing paving in accordance with New York State Department of Transportation Standard Specification, Section 633, before applying tack coat.
 - (a) Paving Fabric: Clean surface around cracks of all dust, dirt, surface moisture, and vegetation. Fill cracks greater than 3/8" wide. Center fabric sheet over crack, allowing min. 6" overrun at each end of crack and min. 2" overlaps where multiple sheets are required. Apply fabric in accordance with manufacturer's instructions, rolling after adhesion and slitting any bubbles or wrinkles and smoothing.
 - (b) Tack Coat: Apply to surface of existing paving in accordance with NYSDOT Standard Specification, paragraph 407-3. Apply tack coat ahead of paving equipment to allow adequate time for complete "breaking" of emulsified asphalt before application of new top course. Apply only the amount of tack coat that can be covered in same day.
 - (2) Heavy and Auto Duty Areas: Apply min. 1-1/2" top course, graded to existing catch basins. Thickness may vary to 3" to provide smooth, evenly graded surface. Comply with NYSDOT Standard Specification, paragraph 401-3 and paragraph 403-3, for asphalt type specified. (Where paving fabric is scheduled, apply 1-1/2" top course).
3. Joining to Adjacent Construction
 - a. Carefully make joints between old and new pavements, or between successive days paving, to ensure continuous bond between adjoining paving. Construct joints with same texture, density, and smoothness as other sections of asphalt concrete course. Clean sand, dirt, or other objectionable material from contact surfaces and apply tack coat.
 - b. Offset transverse joints in succeeding courses not less than 24". Cut back to edge of previously placed course to expose even, vertical surface for full course thickness.

- c. Offset longitudinal joints in succeeding courses not less than 6". When edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back all unsatisfactory sections to expose even, vertical surface for full course thickness.
 - d. In horizontal joints between binder and top course, clean all contact surfaces and tack coat prior to installation of top course if binder has been in place longer than 7 days or if excessively dirty as determined by Architect.
 - e. Seal joints with application of asphalt cement filler, minimum 2" each side of joint.
4. Traffic Marking: Apply pavement markings as indicated or in accordance with New York State Manual of Uniform Traffic Control Devices. Apply pavement marking paint in accordance with manufacturer's recommended procedures and in accordance with NYSDOT Standard Specification, paragraph 640-3.

(1) 30 pounds per square yard.

3.04 FIELD QUALITY CONTROL

- A. Flood Tests: Perform flood test in the presence of the Architect.
- 1. Asphalt Concrete Paving: Perform flooding using water tank truck. If depression is found where water ponds to depth of more than 1/8", fill with asphalt sealer or otherwise correct to provide proper drainage. Feather and smooth edges of asphalt sealer so that joint between sealer and original surface is invisible.

--- END OF SECTION ---

SECTION 02751 – GUIDE RAIL

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of guide rail is shown on the drawings.
- B. Provide all materials, labor, equipment, and services required to accomplish all related work in accordance with the drawings and specifications.

1.02 SUBMITTALS:

- A. Provide Manufacturer's Product Data (MPD) and six (6") inch long sample of reflective tape.

1.03 JOB CONDITIONS

- A. All job conditions in Section 02200 apply.
- B. Construction Review: Notify the Architect when box beam guide rail footing locations are coordinated to avoid utilities and marked in the field.

PART 2 - PRODUCTS

2.01 GUIDE RAIL

- A. Rail Element: 12 gauge, semi-spring corrugated galvanized (ASTM A123) steel plate. Minimum width twelve (12") inches, minimum depth three (3") inches. Straight or curved lengths as shown on drawings.
- B. Terminal Section: 12 gauge corrugated galvanized (ASTM A123) steel plate curved to extend a minimum of ten (10") inches in back of rail face.
- C. Posts: "I" or "H" Beam: ASTM A36 galvanized (ASTM A123).
- D. Hardware: Steel shapes and Plates, ASTM A36. Bolts and Nuts, ASTM A307. Galvanized Finish, ASTM A153.

2.02 CONCRETE FOOTING

- A. Shall be 4,500 psi concrete in accordance with Section 03310.

2.03 REFLECTIVE TAPE

- A. Shall be exterior grade, reflective. Standard of quality shall be Scotchgard as manufactured by 3M or Architect approved equal.

PART 3 - EXECUTION

3.01 INSTALL GUIDE RAIL

- A. Coordinate: With work of others. Verify locations of underground utilities, especially electric, prior to digging.
- B. Locate: Per plan and install, leaving pedestrian openings as shown.
- C. Set Posts: Core for posts using approved equipment that will set posts in final position free of distortion, burning or other damage. Set and brace posts plumb.
- D. Pour Footing: Fill annular space around post with concrete. Dome top of concrete to shed water. Recheck posts for plumb prior to concrete set. Protect installation from movement and loading until the concrete footing has attained its full design strength.
- E. Secure Rails: Bolt securely to posts. Provide a smooth continuous rail alignment. Place reflective tape as detailed.
- F. Secure Terminal Section: Bolt securely to posts. Place outdoor grade reflective tape on ends of guide rail section as detailed.

3.02 CLEAN UP

During the contract and at intervals as directed by the Architect and as box beam guide rail installation is completed, clear the site of all extraneous guide rail, tape, concrete, gravel, asphalt and debris. Leave the site in a clean, safe, well draining, neat condition.

-- END OF SECTION --

SECTION 02770 - CURBS**PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Concrete curbs and concrete sidewalk curb cuts.

B. Related Sections

1. SECTION 02300 - Earthwork: Excavation, fill and preparation of subgrade to receive sidewalks.
2. SECTION 02745 - Asphalt Pavement: Asphalt concrete paving.
3. SECTION 02775 - Sidewalks: Concrete sidewalks.
4. SECTION 03310 - Structural Concrete: Additional requirements for concrete.
5. SECTION 07900 - Joint Sealers: Sealants required for sidewalks not specified below.

1.02 SYSTEM DESCRIPTION**A. Design Requirements**

1. Concrete Curbs and Sidewalk Curb Cuts: Comply with applicable requirements of American Concrete Institute ACI 301-96 as modified by SECTION 03310.

1.03 SUBMITTALS**A. Comply with requirements of SECTION 01300 - Submittals and as modified below.****B. Product Data**

1. Concrete Curbs and Sidewalk Curb Cuts: Submit manufacturer's product literature on joint filler, joint sealant, admixtures, and curing compounds.

1.04 PROJECT/SITE CONDITIONS

- A. Existing Conditions:**
- Maintain access for vehicular and pedestrian traffic as required for other construction activity. Provide barricades, warning signals, warning lights and similar items as required.

PART 2 - PRODUCTS**2.01 MATERIALS****A. Concrete Curbs and Sidewalk Curb Cuts**

1. Reinforcing Bars and Dowels: Deformed steel bars, ASTM A 615, Grade 60.
2. Concrete: Provide materials in accordance with ACI 301 and SECTION 03310 to produce concrete mix with 28-day compressive strength of 4500 psi with maximum water/cement ratio of 0.45, air- entrained. Refer to SECTION 03310 for additional requirements.
3. Expansion Joint Materials

- a. Joint Filler: Lightweight, flexible, closed-cell isometric polymer foam material, min. 1/2" thick; similar to "Ceramar Joint Filler" by W.R. Meadows, Inc., Elgin, Illinois.

(1) **Fiber board expansion joint material is not allowed.**

- b. Joint Sealant: Two-part, cold-applied, elastomeric urethane joint sealant complying with FS TT-S-0027E, Type 1, Class A. Products complying with requirements include:

- (1) "Sealtight Pourthane Sealant" by W.R. Meadows, Inc., Elgin, Illinois.
- (2) "Sonolastic SL-2 Joint Sealant Slope Grade" by Sonneborn Building Products, Rexnord Chemical Co. Inc., Minneapolis, Minnesota.

2.02 EQUIPMENT

- A. Forms for Concrete Curbs and Sidewalk Curb Cuts: Steel of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Bent, twisted, split or defective form materials not acceptable.

- 1. Use flexible spring steel forms to form radius bends.
- 2. Coat forms with non-staining, clear, paraffin base form oil that will not discolor or otherwise deface surface of concrete.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which curbs and gutters are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.

3.02 PREPARATION

- A. Surface Preparation

- 1. Concrete Curbs and Sidewalk Curb Cuts: Remove all loose material from the compacted sub-base surface immediately before placing concrete. Establish and maintain required lines and grades.

3.03 CONCRETE CURBS AND SIDEWALK CURB CUTS

- A. Form Construction

- 1. Set forms to required grade and lines, rigidly braced and secured. Install sufficient lengths of forms to allow continuous progress of curb construction. Allow forms to remain in place at least 24 hours after concrete placement.
- 2. Place joint fillers vertical in position, in straight lines. Secure to form work during concrete placement.

3. Clean forms after each use, and coat with form oil as often as required to ensure separation from concrete without damage.

B. Concrete Placement

1. Do not place concrete until line and grade of subgrade and forms are verified. Moisten subgrade as required to provide uniform dampened condition at time concrete is placed. Do not place concrete around structures until these items are brought to required grade and alignment.
2. Place concrete using methods preventing segregation of mix, with minimum re-handling as possible. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator, keeping vibrator away from joint assemblies or side forms. Use only square faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocation of dowels, and joint devices.
3. Deposit and spread concrete in continuous operation between control joints.

C. Reinforcement Placement

1. Reinforcing is required at all curbs that will be subject to vehicular traffic, including mountable curbs.
2. Reinforcing bars are to have minimum 3" cover to bottom of curb.

D. Curb Construction

1. Shape of Cross-Section: 1'-6" high, 6" wide at top, 6" wide at bottom; top corner tooled to 1-1/2" radius.
2. Reinforcement: 1-#6 deformed rod at all curbs subject to vehicular traffic.
3. Finish: Smooth.

E. Jointing

1. Premolded Expansion Joints: Locate at 30 ft. o.c. and at start and end of curved sections.
2. Saw-Cut Control Joints: Locate at 15 ft. o.c.

- F. Curing: Protect and cure finished concrete construction, complying with applicable requirements. Use moist curing methods for initial curing wherever possible. Use specified liquid membrane forming material for curing pavements and walks.

--- END OF SECTION ---

SECTION 02775 - SIDEWALKS**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes
 - 1. Concrete sidewalks including sidewalk ramps.
- B. Related Sections
 - 1. SECTION 02300 - Earthwork
 - 2. SECTION 02770 - Curbs
 - 3. SECTION 03310 - Structural Concrete
 - 4. SECTION 07900 - Joint Sealants

1.02 SYSTEM DESCRIPTION

- A. Design Requirements
 - 1. Concrete Sidewalks: Comply with applicable requirements of American Concrete Institute (ACI 301-96 as modified by SECTION 03310.

1.03 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals and as modified below.
- B. Product Data
 - 1. Concrete Sidewalks: Submit manufacturer's product literature on joint filler, joint sealant, admixtures, and curing compounds.

1.04 QUALITY CONTROL

- A. At location directed by Architect, construct concrete flatwork sample panel, approximately 15 ft. long by 5 ft. wide.

1.05 PROJECT/SITE CONDITIONS

- A. Existing Conditions: Maintain access for vehicular and pedestrian traffic as required for other construction activity. Provide barricades, warning signals, warning lights and similar items as required.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Reinforcement
 - 1. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185. Furnish in flat sheets, not rolls, unless otherwise acceptable to Architect.

2. Fibrous Concrete Reinforcement: 100% virgin polypropylene fibrillated fibers specifically manufactured for use as concrete reinforcement containing no reprocessed olefin materials. Refer to SECTION 03310 for additional requirements.
 3. Reinforcing Bars and Dowels: Deformed steel bars, ASTM A 615, Grade 60.
- B. Concrete: Provide materials in accordance with ACI 301 and SECTION 03310 to produce concrete mix with 28-day compressive strength of 4500 psi with maximum water/cement ratio of 0.45, air-entrained. Refer to SECTION 03310 for additional requirements.
- C. Expansion Joint Materials
1. Joint Filler: Lightweight, flexible, closed-cell isometric polymer foam material, min. 1/2" thick; similar to "Ceramarc Joint Filler" by W.R. Meadows, Inc., Elgin, Illinois.
 - a. **Fiber board expansion joint material is not allowed.**
 2. Joint Sealant: Two-part, cold-applied, elastomeric urethane joint sealant complying with FS TT-S-0027E, Type 1, Class A. Products complying with requirements include:
 - a. "Sealtight Pourthane Sealant" by W.R. Meadows, Inc., Elgin, Illinois.
 - b. "Sonolastic SL-2 Joint Sealant Slope Grade" by Sonneborn Building Products, BASF, 800-433-9517, www.BASF.com. Color: Limestone or as chosen by Architect.
- D. Detectable Warning Surface - for Handicap Accessible Concrete Curb Ramps: 24" square units with raised truncated domes complying with ADA and the NYS Building Code, having a skid resistance of 0.90 coefficient of friction, color red.
1. Specifications are met by the following manufacturers:
 - a. "12x12 ADA Paver" by Unilock, Inc., Buffalo, New York, www.Unilock.com.
 - b. "Detectable Warning Pavers" by Hanover Architectural Products, Hanover, PA (1-717-637-0500) www.hanoverpavers.com

2.02 EQUIPMENT

- A. Forms: Steel of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Bent, twisted, split or defective form materials not acceptable.
1. Use flexible spring steel forms to form radius bends as required.
 2. Coat forms with non-staining, clear, paraffin base form oil that will not discolor or otherwise deface concrete surface.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which sidewalks are to be constructed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.

3.02 PREPARATION

- A. Surface Preparation: Remove all loose material from compacted sub-base surface immediately before placing concrete. Establish and maintain required lines and grades.

3.03 CONCRETE SIDEWALKS

- A. Form Construction: Construct forms for 5" thick sidewalks, unless otherwise indicated.
 1. Set forms to required grade and lines, rigidly braced and secured. Install sufficient lengths of forms to allow continuous progress of concrete sidewalk construction. Allow forms to remain in place at least 24 hours after concrete placement.
 2. Place joint fillers vertical in position, in straight lines. Secure to form work during concrete placement.
 3. Clean forms after each use, and coat forms with form oil as often as required to ensure separation from concrete without damage.
- B. Concrete Placement
 1. Do not place concrete until line and grade of subgrade and forms are verified. Moisten subgrade as required to provide uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until these items are brought to required grade and alignment.
 2. Place concrete using methods preventing segregation of mix, with minimum re-handling as possible. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator, keeping vibrator away from joint assemblies or side forms. Use only square faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocation of dowels, and joint devices.
 3. Deposit and spread concrete in continuous operation between control joints.
- C. Joints
 1. Control Joints (Plan Symbol CJ): Tool all control joints by grooving surface with recommended cutting tool and finishing edges with jointer before sawcutting. Stay within tooled joint with saw and cut to a minimum depth of 1/4 concrete thickness, using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete surface after sufficient curing to ensure against tearing, abrading, or otherwise damaging concrete surface by cutting action. Extend control and sawn joints to adjacent vertical surfaces by neat hand cutting or removable inserts beyond range of powered saws.
 - a. Location: Provide control joints where indicated on Drawings and at intervals not exceeding 10 ft. o.c.
 2. Tooled Joints (Plan Symbol TJ): Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.
 - a. Location: Provide tooled joints at intervals not exceeding 5 ft. o.c.

3. Construction Joints: Construct joints as shown, or if not shown, use standard metal keyway section forms.
 - a. Location: Provide construction joints at end of all pours and at locations where placement operations are stopped for more than 1/2 hour, except where pours terminate at expansion joints.
4. Expansion Joints (Plan Symbol EJ): Provide expansion joints at intervals of approximately 30 ft. in runs of walks, and where walks abut concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.
 - a. Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.
 - (1) Extend joint fillers full width and depth of joint, and not less than 1/2" or more than 1" below finished surface. Furnish joint fillers in one-piece lengths for full width where possible. Where more than 1 length is required, lace or clip joint filler sections together.
 - (2) Width of expansion joint to be 1/2" typical and not more than 3/4".
 - (3) Protect top edge of joint filler during concrete placement with metal cap or other temporary material. Remove protection after both sides of joint are placed.
 - b. Fill expansion joint with joint sealant after concrete has been cured. Comply with sealant manufacturer's installation instructions. Provide bond breaker between joint filler and joint sealant as recommended by sealant manufacturer.

D. Concrete Finishing

1. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.
2. After floating, test surface for trueness with 10 ft. straight edge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous, smooth finish.
3. Work edges of slabs, gutters, edge of curb, and formed joints with an edging tool, and around to 1/2" radius, unless otherwise shown. Eliminate any tool marks on concrete surface.
4. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, with broom finish, by drawing fine-hair broom across concrete surface, perpendicular to line of traffic or as directed. Repeat operation if required to provide fine line texture acceptable to Architect.

E. Curing

1. Protect and cure finished concrete construction, complying with applicable requirements.
2. Use moist curing methods for initial curing wherever possible. Use specified liquid membrane forming material for curing pavements and walks.

- F. Installation of Detectable Warning Surface: Install Detectable Warning system per manufacturer's installation instructions.

3.04 FIELD QUALITY CONTROL

A. Testing by Owner - Concrete Sidewalks

1. Contractor Requirements

- a. Provide access to concrete construction and concrete supplier's facilities for representatives of testing agency employed by Owner to perform concrete testing and facility inspections as described below.
- b. Notify Architect at least 2 days in advance of each concrete placement to allow notification of Owner's testing agency.

2. Concrete Testing During Construction (By Owner's Testing Agency)

- a. Sampling Method: ASTM C172, modified for slump to comply with ASTM C94.
- b. Slump Testing (ASTM C143): 1 test for each concrete load at point of discharge, 1 test for each set of compressive strength test specimens, and 1 test from middle of each concrete load.
- c. Air Content Testing (ASTM C231, Pressure Method): 1 for each set of compressive strength test specimens; air content checked on every fourth load of "ready-mix" concrete delivered.
- d. Compressive Strength Testing:
 - (1) Specimen Preparation: In compliance with ASTM C31 requirements to prepare 1 set of standard cylinders (minimum 6 ea.) for each compressive strength test.
 - (2) Specimen Testing: In compliance with ASTM C39 requirements for testing of 1 set of specimens for each 100 cubic yards (or fraction thereof) of each type of concrete placed in each day as follows:
 - (a) 2 specimens at 7 days after concrete placement.
 - (b) 3 specimens at 28 days after concrete placement.
 - (c) 1 specimen retained for later testing, if required.
- e. Reporting: Reports containing following information provided in writing by Owner's Testing Agency to Architect and Prime Contractor on same day tests are accomplished.
 - (1) Project identification name and number.
 - (2) Name of Prime Contractor, concrete supplier, and testing agency.
 - (3) Number (or other designation) of truck delivering concrete.
 - (4) Concrete type and class, date of placement, and location of concrete batch within structure.
 - (5) Design compressive strength at 28 days.
 - (6) Concrete mix proportions and materials.
 - (7) Compressive breaking strength and type of break for both 7 day test and 28 day test.
- f. Concrete Temperature: Tested hourly when air temperature is 40°F. or lower, or when air temperature is 80°F. or above, and each time compression testing specimens are prepared.
- g. Inspection of Supplier Facilities: Owner's testing agency may inspect concrete supplier's batch plant and review batching procedures as deemed necessary by Owner, including inspecting aggregate washing facility, concrete heating system, and concrete transportation equipment.
- h. Inspection of Reinforcing Steel: Owner's testing agency may inspect placement of reinforcing steel; do not begin concrete placement on any "pour" unless Owner's Representative and Architect have been notified on day preceding the "pour" to allow reasonable time for inspection of reinforcing steel.

3.05 ADJUSTING / CLEANING

A. Concrete Sidewalks

1. Repairs and Protection

- a. Repair or replace broken or defective concrete, as directed by Architect.
- b. Protect concrete from damage until acceptance of concrete sidewalk construction. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain walks as clean as possible by removing surface stains and spillage of materials as they occur.
- c. Sweep concrete walks and wash free of stains, discoloration, dirt and other foreign materials just prior to final acceptance.

2. Patching Existing Construction: Repair or patch adjacent existing concrete or other surfaces damaged from concrete sidewalk construction.

--- END OF SECTION ---

SECTION 02791 – SYNTHETIC GRASS SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Synthetic turf and infill system.
2. Aggregate base and drainage system for synthetic turf.
3. Underlayment pad (Alternate)
4. Perimeter edge system
5. Game markings, including logo
6. End zone letters (Alternate)
7. Installer experience requirements
8. Maintenance equipment

B. Related Sections

1. SECTION 02200 – Site Preparation
2. SECTION 02300 – Earthwork
3. SECTION 02320 – Trenching
4. SECTION 02630 – Site Drainage
5. SECTION 02792 – Running Track Surfaces
6. SECTION 02885 – Athletic Field Equipment

1.02 SYSTEM DESCRIPTION

A. Design Requirements

1. Labor, materials, tools and equipment necessary to install all artificial grass field turf as shown on Drawings and specified in this Section in strict accordance with manufacturer's installation instructions and all approved shop drawings.

B. Provide all designs, markings, layouts, and materials conforming to all currently applicable National Federation of State High School Associations (NFHS) rules and other standards applicable to this type of synthetic grass surfacing installation.

C. The turf shall be specifically designed, manufactured, and installed for the intended sports and events.

D. Artificial Turf work includes, but is not limited to, the following:

1. A complete synthetic turf system consisting of a vertical draining gravel blanket and polyethylene-blended fiber, tufted into a single, dimensionally stable backing consisting of a primary with a secondary backing consisting of 20 ounces (minimum) of urethane per square yard.
2. A resilient infill system, consisting of a mixture of rubber granules and rounded or sub-angular silica sand.
3. Tufted/Inlaid in-game lines, perimeter lines and game markings per drawings.
4. Synthetic turf perimeter edge details coordinated with synthetic turf manufacturer.
5. A drainage system that allows water to flow through the system at a rate of 10 inches per hour minimum.
6. Maintenance manual and training of field maintenance personnel regarding proper care and maintenance procedures.

7. Written 8-year warranty supported by a third party insured warranty policy from an A-Rated domestic insurance carrier.
- E. Provide all materials, labor, equipment and services required to accomplish related work in accordance with the drawings and specifications.
- F. The synthetic turf materials shall withstand full climatic exposure in the location of the field, be resistant to insect infestation, rot, fungus and mildew; it shall also withstand ultra-violet rays and extreme heat.
- G. G-Max Requirements: At the time of substantial completion, the system's shock attenuation shall have an average G-max value less than 110 if an underlayment pad is used and less than 135 if an underlayment pad is not used based on ASTM-F355A. At no time shall the G-max value exceed 140 for a system with underlayment pad and 170 for a system without underlayment pad throughout the life of the warranty. The Owner reserved the right to have the field tested for shock attenuation at it's own cost anytime it deems necessary. If at any time the G-max ranges reach levels outside the required range, it is the responsibility of the turf contractor to bring the field back into the required range at no cost to the Owner.

1.03 REFERENCES

- A. Factory Mutual Research Corporation (FM)
1. FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition
- B. American Society for Testing and Materials (ASTM)
1. ASTM D418 - Standard Test Method for Testing Pile Yarn Floor Covering Construction
 2. ASTM D 792 - Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement
 3. ASTM D1335 - Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings
 4. ASTM D1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 5. ASTM D1577 - Standard Test Method for Linear Density of Textile Fiber
 6. ASTM D1682 - Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
 7. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
 8. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 9. ASTM D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
 10. ASTM D5848 - Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
 11. ASTM F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces
 12. ASTM F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
 13. ASTM F1551 - Test Methods for Comprehensive Characterization of Synthetic Turf Playing Surfaces and Materials (R)
 14. ASTM F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field

1.04 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals and as modified below.
- B. Product Data

1. Submit manufacturer's product literature, technical specifications, product characteristics, performance characteristic, installation instructions and similar information demonstrating compliance with specified requirements.
 - a. Each material certificate must be stamped and checked as approved by the synthetic turf contractor before submittal to the Architect.
 - b. Prior to order of materials, the Contractor shall submit a sample warranty, seam layout plan, striping plan and any details of construction, which deviate from the plans and specifications.
 2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
 3. Sample copy of insured, non-prorated warranty information, including third party warranty.
- C. Shop Drawings
1. Submit shop drawings indicating:
 - a. Field layout plans with dimensions.
 - b. Field marking plan and details for the specified sports
 - c. Roll/seaming layout.
 - d. Field endzone and center field graphics.
 - e. Methods of attachment, field openings and perimeter conditions.
 2. Submit Color Striping Plan showing all field lines, markings, numerals, boundaries, letters and logos specifying colors and dimensions.
 3. Coordinate with Owner and Architect to get final approval of shop drawings, striping and seaming plans.
- D. Samples
1. Fill Materials: Submit samples of each type of gravel and stone specified for fill, naming source for each material and including sieve-analysis indicating compliance with specified gradation requirements for specific fill material.
 - a. Obtain Architect's approval of fill materials before beginning fill material placement.
 2. Turf and Infill Materials:
 - a. One pint each of rubber and sand infill material.
 - b. One pint of sand/rubber blend in proper mix ratio.
 - c. Two 12" x 12" samples of synthetic turf carpet and color yarn samples.
 - d. Two 12" x 12" samples of underlayment pad.
- E. Quality Control Submittals
1. Installation/reference list for all projects of similar scope to this project demonstrating that all of the requirements outlined in Section 1.05 are met.
 2. Most recent independently audited financial statement.
 3. Copy of required third party insured warranty demonstrating that all of the requirements outlined in Section 1.05 are met.
 4. Copy of the resume of proposed installation foreman. Installation crew must meet or exceed all requirements outlined in Section 1.05.
 5. Copy of manufacturers recommended maintenance equipment cut sheets.
 6. Copies of independent laboratory test reports for system or components outlined in section 1.01 and 1.02.

- F. Contract Closeout Submittals: Prior to Final Acceptance, the synthetic turf contractor shall submit to the owner three (3) copies of their maintenance manuals. These manuals will include all necessary instructions for the proper care and maintenance of the newly installed synthetic turf system.

1.05 QUALITY ASSURANCE

A. Qualifications

1. Manufacturer:

- a. Company specializing in manufacturing products specified in this section and complying with following requirements.

(1) Product has been installed a minimum of 10 fields of 65,000 sq. ft. or more in United States in past two years, including the exact same infill system, fiber and fiber manufacturer proposed for this Project.

2. Synthetic Turf Carpet/Components Installer Experience Requirements:

- a. Provide a qualified installation foreman to coordinate and review the component parts of the artificial turf system. Installation foreman shall have installed a minimum of ten high quality, stadium grade rubber/sand filled synthetic turf systems of 65,000 square feet or greater in the past three years. Submit a resume of experience for Architect approval prior to starting work.
- b. Factory-trained technicians to install the turf that are skilled in the installation of athletic-caliber infilled synthetic turf systems, including connecting the turf to the edge system, gluing or sewing seams and proper installation of the infill mixture. The designated installation crew shall have installed a minimum of ten high quality, stadium grade rubber/sand filled synthetic turf systems of 65,000 square feet or greater in the past three years.
- c. A letter from the turf manufacturer that the installation crew and foreman are factory certified must be submitted prior to the start of turf installation.

3. Synthetic Turf Underdrainage, Aggregate Base and Choker Course Installer Experience Requirements:

- a. The designated underdrainage, aggregate base and choker course installation crew shall have installed a minimum of three high quality, stadium grade synthetic turf drainage, aggregate base and choker course installations of 65,000 square feet or greater in the past five years.

- B. Pre-Installation Meeting: Schedule and conduct Pre-Installation Meeting at least one week before beginning installation of synthetic grass surfacing system including Landscape Architect, Owner's representative, Prime Contractor representative, applicable Subcontractor representatives, and synthetic grass surfacing manufacturer's representative.

- C. Certificate of Sub-Base Acceptability: Prior to beginning of synthetic turf installation, the synthetic turf installer is to inspect the aggregate sub-base and choker course and accept in writing sub-base surface planarity, drainage/permeability and compaction.

- D. Field As-Built: Provide finished field as-built drawings with measurements by registered surveyor to verify conformity to specifications and applicable standards.

- E. Independent G-max Testing: Contractor to provide independent testing for shock attenuation per ASTM F355 and ASTM F1936. Independent testing lab performing such services includes Hummel and Company, Inc., Trumansburg, New York (Telephone #607-387-5694).

1.06 WARRANTY

- A. The Contractor shall submit its Manufacturer's Warranty, which warrants the usability and playability of the artificial turf system for its intended uses for a minimum of an eight (8) year period commencing with the date of Substantial Completion. The warranty coverage shall not be prorated nor place limits on the amount of the field's usage.
1. The turf contractor's warranty must have the following characteristics:
 - a. Provide full coverage for a minimum of eight (8) years from the date of Substantial Completion, and must not be limited to the amount of annual usage.
 - b. Warranty to be from a single source covering workmanship and all materials, which after installation shall meet or exceed the product specifications.
 - c. Cover defects in the installation and workmanship. Assure the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's on-site representative.
 - d. Repair or replace such portions of the installed materials that are no longer serviceable to maintain a serviceable and playable surface. Shall be limited to repair or replacement of the affected areas, at the option of the manufacturer, and shall include all necessary materials, labor, transportation costs, etc. to complete said repairs.
 - e. Assure the availability of exact or substantially the same replacement materials for the artificial turf system installed for the full warranty period.
 - f. Include general wear and damage caused from UV degradation.
 - g. Specifically note any exclusions to the warranty (vandalism, acts of God, etc.). No deductibles allowed.
 - h. Submit three (3) copies of the insurance certificate to the owner.
 2. A third party insured warranty from an A-Rated domestic insurance carrier is required in addition to the manufacturer's standard warranty.
 3. Contractor is to provide a list of three clients that have had work completed under warranty.

1.07 PROJECT/SITE CONDITIONS

- A. Field Measurements: Verify measurement shown on Contract Documents in field before ordering or installing materials.
- B. Existing Conditions
1. Repair any damage to sub-base during installation of synthetic grass surfacing system after deficiencies (if any) have been corrected as noted on Certificate of Sub-Base Acceptability.

1.08 SEQUENCING AND SCHEDULING

- A. Coordination between Contractors and Subcontractors to ensure that an underground storm sewer piping and connections, perimeter edge details, athletic equipment installation details and other items required for the synthetic turf system as detailed and recommended by manufacturer are provided.

1.09 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to project site in wrapped condition and store products under cover and elevated above grade.

1.10 MAINTENANCE MATERIALS

- A. Extra Materials/Equipment - Synthetic Turf And Infill System: Upon Substantial Completion provide directly to Owner following items in minimum quantities specified:
 - 1. Seaming Tape – 200 LF
 - 2. Seaming Epoxy – Sufficient quantity for 50 SF
 - 3. Turf Fabric (Green) – 250 SF with at least one piece 15 ft. wide X 10 ft. long.
 - 4. 4-inch wide Colored Fabric – Minimum 100 LF of each color specified for inlaid line striping.
 - 5. 500 pounds each of silica sand and ground rubber in weatherproof bags.

PART 2 – PRODUCTS

2.01 MATERIALS – TURF TYPE A – PARALLEL SLIT FILM – **BASE BID**

- A. Manufacturer: For convenience, specifications for Turf Type A have been based on "Momentum" 41 oz. Strenexe fiber synthetic turf system as manufactured by Sportexe.
- B. Fill and Backfill: Provide fill materials free of rock or gravel larger than stated size, debris, waste, frozen materials, vegetable matter, and other deleterious substances.

1. Stone Base Courses:

- a. Base Aggregate (Open Graded Stone): The free-draining base aggregate base layer shall consist of a consistent depth of open graded material. Base drainage aggregate used must achieve a 95% minimum overall compaction rate. The open graded aggregate material shall conform to the following criteria:

- (1) Provide aggregate blends complying with following gradation requirements:

	SIEVE DESIGNATION	% BY WEIGHT PASSING SQUARE MESH SIEVES
(a)	2"	100%
(b)	3/4"	92%
(c)	3/8"	58%
(d)	#4	25%
(e)	#16	9%

- b. Drainage Course (Processed Stone): A uniformly mixed processed stone shall be placed over the entire base aggregate, geotextile filter fabric and drainage system. The drainage course shall comprise of a minimum 6" compacted, stable, permeable, processed stone. Care shall be taken to maintain the grade designed for the base. The capability of the processed stone drainage layer to meet the stability and permeability requirements must be determined by a certified laboratory prior to construction of the course. Drainage course shall be durable and not exceed 12% loss of materials as determined by a sulfate soundness test (ASTM C88). The drainage course layer shall be compacted to a minimum of 95% of maximum density (per ASTM D698).

- (1) Provide aggregate blends complying with following gradation requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(a)	1.5"	100%
(b)	1"	95 - 100%
(c)	3/4"	80 - 100%
(d)	1/2"	60 - 80%
(e)	3/8"	30 - 50%
(f)	#4	20 - 40%
(g)	#8	10 - 30%
(h)	#40	5 - 17%
(i)	#200	1 - 4%

c. Restrictions for Aggregate Base and Choker Course:

- (1) To Ensure Structural Stability: $D_{60}/D_{10} > 5$ and $1 < D_{30}^2/D_{10} D_{60} < 3$. Fragmentation must be 100 percent.
- (2) To Ensure Separation Of Both Stones: D_{85} of choker stone / D_{15} of base aggregate > 2 and $3 < D_{50}$ of base aggregate / D_{50} of choker stone < 6
- (3) To Ensure Proper Drainage:
 - (a) Permeability of base aggregate > 500 in/hr (3.5×10^{-1} cm/sec)
 - (b) Permeability of choker stone > 20 in/hr (1.4×10^{-2} cm/sec)
 - (c) Porosity of both stones > 25 percent (When stone is saturated and compacted to 95 percent Proctor.)
 - (d) " D_x " in preceding subparagraphs = Size of sieve (in mm) that lets pass x percent of stone.

C. Resilient Infill: A resilient infill system, consisting of a specially formulated mixture of rubber and sand engineered to provide the look, feel, footing, and shock absorption of a natural grass field in ideal conditions.

1. SBR Rubber: Granules shall contain minimal dust or contaminants and shall be derived from the ambient processing form of recycled tires. Color shall be substantially black.

a. Ground SBR Rubber

	<u>U.S Mesh</u>	<u>Percent Retained</u>
(1)	12	0
(2)	14	1 – 10
(3)	16	10 – 30
(4)	20	40 – 80
(5)	30	5 – 15
(6)	40 – 50	0

- b. The clean, uniformly sized particles shall be consistent in shape and particle size distribution.
- c. The particles shall resist abrasion in high traffic and excessive wear applications and provide stability to artificial sports turf applications.
- d. The particles shall be processed and sized under rigid specifications and manufacturers' statistical and quality control assurance program.
- e. Particles shall be structurally pure and consistently uniform in size distribution for predictable performance.

- f. Infill Material: Homogenous, layered system installed in lifts of 70% ground, recycled SBR rubber granules and 30% silica sand. Sand-to-rubber weight ratio may be adjusted for best performance for field sports upon Owner / Architect approval, but not exceeding 30 percent sand.
- g. Sand Particulate. The sand provided as a component of the infill mixture shall be rounded or sub-angular consisting of selected and graded dust-free silica sand (minimum of 51 percent or more of total infill by weight), so as to minimize abrasion to the athlete and synthetic grass fibers.
- h. Silica Sand:

	<u>U.S. Mesh</u>	<u>Metric (mm)</u>	<u>Percent Retained</u>
(1)	20	0.85	0-3
(2)	30	0.590	30 – 50
(3)	40	0.420	50 – 60
(4)	50	0.297	<5
(5)	70	0.210	Trace

- D. Geotextile Filter Fabric (for all areas to receive synthetic grass surface): Non-woven polypropylene geo-textile fabric shall be chemically and biologically inert and shall be equivalent to the following:

1. Mirafi 140N, Mirafi Inc., Pendergrass, GA (888) 795-0808
2. Poly Filter-X, Carthage Mills (800) 543-4430.
3. Supac-5P, Phillips Fibers Corp.
4. ADS 4420, Advanced Drainage Systems, Inc., Columbus Ohio

E. Synthetic Grass System

1. Synthetic Grass System Minimum Properties

<u>Standard</u>	<u>Property</u>	<u>Specification</u>
a. ASTM D1577	Fiber Size Denier	9000
b. ASTM D3218	Yarn thickness/width	115 micron / 9mm
c. ASTM D418/D5848	Pile Height (finished)	2.00 inches nominal
d. ASTM D5848	Pile Weight	41 oz./sq. yd.
e. ASTN D2256	Breaking Load	22 lbs. force
f. ASTM D1335	Tuft Bind	12.6 lbs. force
g. ASTM D1682/D5034	Grab Tear (width)	>240 lbs/force
h. ASTM F1015	Relative Abrasiveness Index	20.2
i. ASTM D4491	Carpet Permeability	Greater than 20 inches/hour
j. ASTM D2859	Flammability (Pill Burn)	Pass
k. ASTM F355/F1936	Impact Attenuation, G max	Less than 135 at installation; less than 200 over field life

2. Carpet: 100% polyethylene parallel fibrillated slit-film polyethylene Strenexe fibers broadloom tufted at 3/8" gauge spacing into fibrous, non-perforated, porous four-layer primary backing with secondary backing, and at a stitch rate of 9/3". Total product weight to be 71.5 oz/sy (+/- 2 oz).

- a. Primary Backing: Shall consist of four layers (Quadback™), which include:

- (1) Polyback – seats fibers in place;
- (2) Duraback - provides dimensional stability
- (3) Fiber Lock Weave – to secure fibers and increase tuft bind strength
- (4) Q-web – woven mesh that allows for edge-to-edge sewing of seams. Increases seam strength and eliminates any overlap.

- b. Secondary Backing: Application of porous, heat-activated 20 oz/sy urethane to permanently lock fiber tufts in place. The entire backing shall be coated with holes perforated through the entire backing at the manufacturer's recommended interval.
- 3. Fiber tufts: To be fanned or unfolded prior to installation, rolling or spiraling not acceptable.
- 4. Adhesives: for bonding tufted synthetic turf shall be one part moisture cured polyurethane obtained from a single manufacturer and be equivalent to Nordot 34-N2 or 34-G as manufactured by Synthetic Surfaces, Inc., Scotch Plains, NJ (908) 233-6803.
 - a. Seaming Tape: Tape for securing seams in the tufted synthetic turf and inlaid lines shall be high quality coated Cordura tape made with a minimum roll width of 15 inches.
- 5. Sewn seams: If seams are to be sewn, they must be sewn with high quality cord/thread as recommended by synthetic turf manufacturer.
- 6. Line Painting: Line paint for game lines and field markings, where applicable, shall be as directed and approved by synthetic turf contractor. Acceptable synthetic turf paint manufacturers:
- 7. The carpet shall be delivered in 15-foot wide rolls with the four (4") inch white, football 5-yard lines tufted into each roll. The perimeter white line shall also be tufted into the individual sideline rolls. The rolls shall be of sufficient length to go from sideline to sideline. Head seams, between the sidelines, will not be acceptable.
- 8. All designs, game markings, and layouts shall conform to all currently applicable National Federation State High School Association or NCAA rules and regulations, or league specific requirements, depending on what applies.
- 9. Provide game markings as follows: Hash marks, numbers, individual yard marks, and soccer, boys lacrosse, school logo and related markings shall be cut in and glued or painted in accordance with manufacturer's recommendations.
- 10. The adhesive bonded or sewn seams of all system components shall provide a permanent, tight, secure, and hazard free athletic playing surface. All inlaid markings (game lines, logos, etc.) shall remain in place throughout the duration of the warranty period.

2.02 MATERIALS - TURF TYPE B – PARALLEL SLIT FILM – *ALTERNATE T1*

- A. Manufacturer: For convenience, Turf Type B specifications are based on "Premier-RS – XP-Pro" parallel slit film 45 oz. synthetic turf system manufactured by A-Turf, Inc.
- B. Fill and Backfill: Provide fill materials free of rock or gravel larger than stated size, debris, waste, frozen materials, vegetable matter, and other deleterious substances.
 - 1. Stone Base Courses:
 - a. Base Aggregate (Open Graded Stone): The free-draining base aggregate base layer shall consist of a consistent depth of open graded material. Base drainage aggregate used must achieve a 95% minimum overall compaction rate. Material shall conform to the NYS DOT #57 limestone classification. The open graded aggregate material shall conform to the following criteria:

- (1) Provide aggregate blends complying with following gradation requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(a)	2".....	100%
(b)	3/4".....	92%
(c)	3/8".....	58%
(d)	#4.....	25%
(e)	#16.....	9.2%

- b. Choker Aggregate (Stone Dust) shall be layer of porous, free draining material, number 1 stone sand or similar material, that will provide a 95% minimum overall compaction rate. Material shall be a special blend of crushed limestone 1A's and 1B's. Typically a 50/50 mix is required. Material must be washed.

- (1) Provide aggregate blends complying with following gradation requirements:

	<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(a)	3/8".....	100%
(b)	#4.....	96.8%
(c)	#8.....	72%
(d)	#16.....	45%
(e)	#30.....	25%
(f)	#50.....	13%
(g)	#100.....	5%
(h)	#200.....	2%

- (2) Manufacturer: LaFarge North America, 716-998-5737 or 716-505-5349.

- c. Restrictions for Aggregate Base and Choker Course:

- (1) To Ensure Structural Stability: $D_{60}/D_{10} > 5$ and $1 < D_{30}^2/D_{10} D_{60} < 3$. Fragmentation must be 100 percent.
- (2) To Ensure Separation Of Both Stones: D_{85} of choker stone / D_{15} of base aggregate > 2 and $3 < D_{50}$ of base aggregate / D_{50} of choker stone < 6
- (3) To Ensure Proper Drainage:
 - (a) Permeability of base aggregate > 500 in/hr (3.5×10^{-1} cm/sec)
 - (b) Permeability of choker stone > 20 in/hr (1.4×10^{-2} cm/sec)
 - (c) Porosity of both stones > 25 percent (When stone is saturated and compacted to 95 percent Proctor.)
 - (d) " D_x " in preceding subparagraphs = Size of sieve (in mm) that lets pass x percent of stone.

- C. Resilient Infill: A resilient infill system, consisting of a specially formulated mixture of rubber and sand engineered to provide the look, feel, footing, and shock absorption of a natural grass field in ideal conditions.

1. SBR Rubber: Granules shall contain minimal dust or contaminants and shall be derived from the ambient processing form of recycled tires. Color shall be substantially black.
 - a. Ground SBR Rubber to meet 10 – 20 or 8 – 16 mesh size.
 - b. The clean, uniformly sized particles shall be consistent in shape and particle size distribution.

- c. The particles shall resist abrasion in high traffic and excessive wear applications and provide stability to artificial sports turf applications.
 - d. The particles shall be processed and sized under rigid specifications and manufacturers' statistical and quality control assurance program.
 - e. Particles shall be structurally pure and consistently uniform in size distribution for predictable performance.
 - f. Infill Material: Homogenous, layered system installed in lifts of 70% ground, recycled SBR rubber granules and 30% silica sand. Sand-to-rubber weight ratio may be adjusted for best performance for field sports upon Owner / Architect approval, but not exceeding 30 percent sand.
 - g. Sand Particulate. The sand provided as a component of the infill mixture shall be rounded or sub-angular consisting of selected and graded dust-free silica sand, so as to minimize abrasion to the athlete and synthetic grass fibers.
- D. Geotextile Filter Fabric (for all areas to receive synthetic grass surface): Non-woven polypropylene geo-textile fabric shall be chemically and biologically inert and shall be equivalent to the following:
- 1. Mirafi 140N, Mirafi Inc., Pendergrass, GA (888) 795-0808
 - 2. Poly Filter-X, Carthage Mills (800) 543-4430.
 - 3. Supac-5P, Phillips Fibers Corp.
 - 4. ADS 4420, Advanced Drainage Systems, Inc., Columbus Ohio.

E. Synthetic Grass System

1. Synthetic Grass System Minimum Properties

<u>Standard</u>	<u>Property</u>	<u>Specification</u>
a. ASTM D1577	Fiber Size Denier	8000 (100 micron thickness)
b. ASTM D418/D5848	Pile Height (finished)	2.25 inches nominal
c. ASTM D418/D5848	Pile Weight	45 oz./sq. yd.
d. ASTM D1335	Tuft Bind	7 lbs. (without infill)
e. ASTM D1335	Tuft Bind	12 lbs. (with infill)
f. ASTM D1682/D5034	Grab Tear (width)	207 lbs/force
g. ASTM D1682/D5034	Grab Tear (length)	297 lbs/force
h. ASTM F1015	Relative Abrasiveness Index	20.2
i. ASTM D4491	Carpet Permeability	Greater than 20 inches/hour
j. ASTM D2859	Flammability (Pill Burn)	Pass
k. ASTM F355/F1936	Impact Attenuation, G max	Less than 135 at installation; less than 200 over field life

- 2. Carpet: 100% polyethylene parallel long slit fibers broadloom tufted at 3/8" gauge spacing into fibrous, non-perforated, porous primary backing with secondary backing, and at a stitch rate of 10/3". Total product weight to be 73 oz/sy (+/- 2 oz).
- a. Primary Backing: Dimensionally stable 1-part (3 components) polypropylene, polyester and fiber backing.
- b. Secondary Backing: Application of porous, heat-activated 20 oz/sy urethane to permanently lock fiber tufts in place; perforated (with punched holes) with 3/16" holes on staggered 4" center, backed carpet not acceptable.
- 3. Fiber: Low friction, UV-resistant fiber tufts fanned or unfolded prior to installation, rolling or spiraling not acceptable.

4. Adhesives: for bonding tufted synthetic turf shall be one part moisture cured polyurethane obtained from a single manufacturer and be equivalent to Nordot 34-N2 or 34-G as manufactured by Synthetic Surfaces, Inc., Scotch Plains, NJ (908) 233-6803.
 - a. Seaming Tape: Tape for securing seams in the tufted synthetic turf and inlaid lines shall be high quality coated Cordura tape made with a minimum roll width of 12 inches.
5. Sewn seams: If seams are to be sewn, they must be sewn with high quality cord/thread as recommended by synthetic turf manufacturer.
6. Line Painting: Line paint for game lines and field markings, where applicable, shall be as directed and approved by synthetic turf contractor. Acceptable synthetic turf paint manufacturers:
 - a. Pioneer Paints – 800-877-1500
 - b. World Class Paints – 800-748-9649
7. Carpet: Shall be delivered in 15-foot wide rolls with the four (4") inch white, football 5-yard lines tufted into each roll. The perimeter white line shall also be tufted into the individual sideline rolls. The rolls shall be of sufficient length to go from sideline to sideline. Head seams, between the sidelines, will not be acceptable.
8. Seams: The adhesive bonded or sewn seams of all system components shall provide a permanent, tight, secure, and hazard free athletic playing surface. All inlaid markings (game lines, logos, etc.) shall remain in place throughout the duration of the warranty period.

2.03 MATERIALS – TURF TYPE C - MONOFILAMENT -***ALTERNATE T2***

1. Manufacturer: For convenience, specifications for Turf Type C have been based on "Duraspine" synthetic turf system as manufactured by Fieldturf International, Inc.
- B. Fill and Backfill: Provide fill materials free of rock or gravel larger than stated size, debris, waste, frozen materials, vegetable matter, and other deleterious substances.
1. Base Stone Courses:
 - a. Base Aggregate (Base Stone Course): The free-draining base aggregate base layer shall consist of a consistent depth of open graded material. Base drainage aggregate used must achieve a 95% minimum overall compaction rate. The open graded aggregate material shall conform to the following criteria:

- (1) Provide aggregate blends complying with following gradation requirements:

	SIEVE DESIGNATION	% BY WEIGHT PASSING SQUARE MESH SIEVES
(a)	2-inch.....	100
(b)	1-1/2-inch.....	90-100
(c)	1-inch.....	75-100
(d)	3/4-inch.....	65-95
(e)	1/2-inch.....	55-85
(f)	3/8-inch.....	40-75
(g)	1/4-inch.....	25-65
(h)	US #4.....	15-60
(i)	US #8.....	0-40
(j)	US #16.....	0-20
(k)	US #30.....	0-7

- (l) US #60..... 0-5
- (m) US #100..... 0-3
- (n) US #200..... 0-2

- b Drainage Course (Finishing Stone Choker Course): The capability of the processed stone drainage layer to meet the stability and permeability requirements must be determined by a certified laboratory prior to construction of the course. Drainage course shall be durable and not exceed 12% loss of materials as determined by a sulfate soundness test (ASTM C88). The drainage course layer shall be compacted to a minimum of 95% of maximum density (per ASTM D698). Material must be washed.

- (1) Provide aggregate blends complying with following gradation requirements:

<u>SIEVE DESIGNATION</u>	<u>% BY WEIGHT PASSING SQUARE MESH SIEVES</u>
(a) 1/2-inch.....	100
(b) 3/8-inch.....	85-100
(c) 1/4-inch.....	75-100
(d) US #4.....	60-90
(e) US #8.....	35-75
(f) US #16.....	10-55
(g) US #30.....	0-40
(h) US #60.....	0-15
(i) US #100.....	0-8
(j) US #200.....	0-2

- C. Resilient Infill: A resilient infill system, consisting of a specially formulated mixture of rubber and sand engineered to provide the look, feel, footing, and shock absorption of a natural grass field in ideal conditions.

- 1. SBR Rubber: Granules shall contain minimal dust or contaminants and shall be derived from cryogenically hammer-milled SBR rubber crumb, and non-marking rubber form of recycled tires. Color shall be substantially black.

- a. Ground SBR Rubber

<u>U.S Mesh</u>	<u>Percent Retained</u>
(1) 12	0
(2) 14	1 – 10
(3) 16	10 – 30
(4) 20	40 – 80
(5) 30	5 – 15
(6) 40 – 50	0

- b. The clean, uniformly sized particles shall be consistent in shape and particle size distribution.
- c. The particles shall resist abrasion in high traffic and excessive wear applications and provide stability to artificial sports turf applications.
- d. The particles shall be processed and sized under rigid specifications and manufacturers' statistical and quality control assurance program.
- e. Particles shall be structurally pure and consistently uniform in size distribution for predictable performance.

- f. Infill Material: Homogenous, layered system installed in lifts of 70% ground, recycled SBR rubber granules and 30% silica sand. Sand-to-rubber weight ratio may be adjusted for best performance for field sports upon Owner / Architect approval, but not exceeding 30 percent sand.
- g. Sand Particulate. The sand provided as a component of the infill mixture shall be rounded or sub-angular consisting of selected and graded dust-free silica sand (minimum of 51 percent or more of total infill by weight), so as to minimize abrasion to the athlete and synthetic grass fibers.
- h. Silica Sand:

	<u>U.S. Mesh</u>	<u>Metric (mm)</u>	<u>Percent Retained</u>
(1)	20	0.85	0-3
(2)	30	0.590	30 – 50
(3)	40	0.420	50 – 60
(4)	50	0.297	<5
(5)	70	0.210	Trace

D. Geotextile Filter Fabric (for all areas to receive synthetic grass surface): Non-woven polypropylene geo-textile fabric shall be chemically and biologically inert and shall be equivalent to the following:

1. Mirafi 140N, Mirafi Inc., Pendergrass, GA (888) 795-0808
2. Poly Filter-X, Carthage Mills (800) 543-4430.
3. Supac-5P, Phillips Fibers Corp.
4. ADS 4420, Advanced Drainage Systems, Inc., Columbus Ohio

E. Synthetic Grass System

1. Synthetic Grass System Minimum Properties

<u>Standard</u>	<u>Property</u>	<u>Specification</u>
a. ASTM D1577	Fiber Size Denier	9000 (100 micron thickness)
b. ASTM D418/D5848	Pile Height (finished)	2.50 inches nominal
c. ASTM D418/D5848	Pile Weight	36 oz./sq. yd.
d. ASTM D1335	Tuft Bind	6.3 lbs. (without infill)
e. ASTM D1335	Tuft Bind	12 lbs. (with infill)
f. ASTM D1682/D5034	Grab Tear (width)	200 lbs/force
g. ASTM D1682/D5034	Grab Tear (length)	250 lbs/force
h. ASTM F1015	Relative Abrasiveness Index	20.2
i. ASTM D4491	Carpet Permeability	Greater than 20 inches/hour
j. ASTM D2859	Flammability (Pill Burn)	Pass
k. ASTM F355/F1936	Impact Attenuation, G max	Less than 135 at installation; less than 200 over field life

2. A Carpet made of polyethylene monofilament fibers tufted into a fibrous, non-perforated, porous backing.
3. A monofilament fiber that has been extruded through a spinneret.
4. The Carpet shall consist of monofilament fibers tufted into a primary backing with a secondary backing.
5. The Carpet shall be furnished in 15' wide rolls. Rolls shall be long enough to go from sideline to sideline without splicing. For football, the perimeter white line shall be tufted into the individual sideline rolls. Head seams, other than at sidelines, will not be acceptable

6. The Carpet's primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors. The secondary backing shall consist of an application of porous, heat-activated urethane to permanently lock the fiber tufts in place. Perforated (with punched holes), backed carpet shall not be acceptable
7. The fiber shall be low friction, UV-resistant fiber
8. The Infill materials shall be approved by the Manufacturer. The Infill shall consist of a resilient layered granular system, comprising selected and graded dust-free silica sand and cryogenically hammer-milled SBR rubber crumb.
9. Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf Manufacturer.
10. Thread for sewing seams of turf shall be as recommended by the synthetic turf Manufacturer.
11. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf Manufacturer.

2.04 FIELD GROOMER EQUIPMENT (Base Bid) – Provide the following turf grooming and sweeping equipment or similar:

1. Groomer: "Synthetic Turf Groomer with GreensSlicer® Spring Tine Rake", manufactured by Greensgroomer Worldwide, Inc., www.greensgroomer.com, available at S.V. Moffett, 33 Thruway Park Drive, West Henrietta, NY 14586 (518)783-0668.
2. Sweeper: "Tow-Behind Parker Suburbanite Lawn Sweeper", 36" wide, Model #SU8336, manufactured by Parker, available from Northern Tool, www.northerntool.com, 1-800-221-0516.

2.05 PREMANUFACTURED RESILIENT UNDERLAYMENT PAD - ALTERNATE T4

- A. The underlayment pad shall be a pre-manufactured porous composite (100% SBR) rubber pad (6010SH) in typical thicknesses of 8 mm minimum, and shall have an infiltration rate of not less than 12 inches per hour, a minimum recovery rate of 94% at 100 psi per ASTM F36 and a tensile strength of 44 psi per ASTM D412, Die C. Material shall be delivered in 4' wide rolls with protective wrapping, and be of such continuous length to cover the width of the field allowing only one head seam per roll.
- B. Standard of quality shall be:
 1. Model "6010H" resilient underlayment pad as manufactured by Dodge Regupol, Inc. or Architect approved equal. Contact Dodge Regupol: 800-322-1923.
- C. Underlayment Pad Installation
 1. As per underlayment pad and synthetic turf manufacturer's recommended written installation instructions.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which earthwork is to be accomplished in coordination with this Section and notify Architect in writing of any conditions detrimental to proper

and timely accomplishment. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

1. Arrange for Installer of synthetic turf to inspect sub-base and accept in writing sub-base surface planarity and compaction. Arrange for Installer to have dimensions of field and locations for markings measured by registered surveyor to verify conformity to specifications and applicable standards and make record of finished field as-built measurements.
2. Verify aggregate base compaction is 95 percent, according to Modified Proctor procedure (ASTM D1557), and surface tolerance does not exceed 1/4 inch over 10 feet and 0 to 1/2-inch from design grade.

3.02 INSTALLATION

- A. Excavation: Existing natural grass field shall be excavated to the depth established by the architect and as shown on the excavation plan. The sub grade shall be shaped to achieve a .5% (one half of one percent) slope from the center of the field to each sideline in order to mirror the grade of the finished synthetic turf surface. The sub grade shall also be compacted and proof rolled to a minimum of a 95% compaction rate.
- B. The synthetic turf base contractor shall strictly adhere to the installation procedures outlined under this section. Any variance from these requirements must be accepted in writing, by the manufacturer's on-site representative, and submitted to the architect/owner, verifying that the changes do not in any way affect the warranty.
- C. Install geotextile fabric over excavated and prepared sub-grade in accordance with Turf Contractor's recommendations. Provide a 36" minimum overlap at all seams. Fabric shall first be installed in the drainage trenches prior to installation of perimeter collector lines. After backfilling of all trenches is complete, the entire field shall be covered with fabric prior to the base aggregate application.
- D. Trenching, Drainage Pipe Installation and Backfilling: All piping shall be as specified and connected by manufacturer's couplers, plugs etc.
 1. The base grade shall be shaped to mirror the finished grade and approved by the Architect and/or Owner's Representative. The Base Contractor shall begin layout and trenching for the drainage network as indicated on the drainage plan and all details that apply. Collector lines shall be installed before lateral lines and shall begin with the deepest elevations. Collector lines shall be connected to discharge outlet at the onset of operations. Trenching progress shall work upward in elevation to allow for immediate discharge of water from the entire field in the event of a rainfall.
 2. No trenches, with or without pipe, shall be permitted, to remain unfilled overnight and/or while crews are not progressively working on site.
 3. All perimeter trenches must be dug in accordance with the field drainage plan details.
 4. After all collector and lateral lines have been installed, the contractor shall repair any sub grade undulations prior to installing geotextile fabric.
- E. Concrete Header Curb and Pressure Treated Wood Turf Nailer: The synthetic turf perimeter fastening structure shall be installed before the drainage aggregate.
 1. The concrete header curb shall be installed in accordance with the Drawings and/or Shop Drawings and these Specifications. The foundation of the concrete header curb shall be a compacted free draining aggregate. Future water entering the foundation shall have a free draining path directly to the perimeter collector pipe.

2. Install the pressure treated wood nailer. Installation of the nailer shall be the responsibility of the synthetic turf base contractor. See synthetic turf edge attachment detail.
 - a. Reclaimed wood/ recycled polyethylene ("Trex") nailer may be used in lieu of pressure treated wood nailer upon approval of synthetic turf manufacturer. Appropriate fasteners for the reclaimed wood / recycled polyethylene material must be used.
- F. Base Drainage Aggregate: The installation of the base drainage aggregate shall only begin after the drainage pipe installation has been inspected and approved by the synthetic turf system supplier. Installation of the Base Aggregate shall follow procedures that protect the base grade soils and drainage pipe. The drainage pipe network and its existing elevations shall not be disrupted through ground pressures from trucks, dozers or by any other means.
1. The base grade subsoil shall be dry before undertaking the placement of base aggregate.
 2. Delivery trucks shall enter the field only from the designated entrance point. Base course stone shall be dumped closest to the entrance first and continuously worked towards the furthest point of the field. Extreme care must be taken not to disturb sub grade or drainage network.
 3. Track-type dozers shall push out the stone from behind the pile onto and toward the field center. Dozers shall only traffic the aggregate they are spreading.
 4. Bulldozer blades shall be equipped with a laser-guided hydraulic system. Care shall be taken not to disturb or contact the base grade soils with the dozer blades or tracks. All equipment trafficking over the drainage aggregate shall insure there is a minimum depth of 4" of aggregate between the geo-textile fabric and the dozer track ground contact position.
 5. When the aggregate spreading is completed, the surface shall be further firmed by a 5-ton roller. Static vibration shall not be part of this process.
 6. The stone shall be left firm, but not over-compacted as to protect the porosity and drainage capabilities of the aggregate profile.
 7. After the drainage stone has been uniformly spread throughout the surface, the surface shall receive a final laser finished grade. This process shall be accomplished using a turf-type tractor, or lightweight grader, equipped with high flotation tires and a hydraulically controlled laser blade.
 8. The free draining base course must be installed per the drawings and shall be independently tested for an overall compaction rate of 95% proctor.
- G. Choker Levels: The base drainage stone final elevations shall mirror the proposed choker layer final grade material. Care shall be taken not to allow the coarser aggregate to surface into the profile or finished grade of the choker layer.
1. The choker layer shall be applied using high flotation grading equipment. The choker material shall be evenly spread throughout the proposed field surface to the final pre-pad or pre-turf elevations.
 2. After the choker material has been uniformly spread throughout the surface by the described method, the surface shall receive a final laser finish grade. This process shall be accomplished using a turf-type tractor, or lightweight grader, equipped with high flotation tires and a hydraulically controlled laser blade.
 3. Care shall be taken throughout the installation not to force the choker material into the porosity of the base aggregate below.

4. Final choke layer must be graded by means of a laser within 0 to 1/2 inch from design grade. The finished surface tolerance must not exceed $\frac{1}{4}$ inch over 10 feet in all directions. The Contractor must provide a topographical survey with a minimum of 200 shots demonstrating finished grade meets all written requirements.
 5. Final layer of stone must be installed at a depth shown on drawings. Finished aggregate base must be proof rolled by means of 2 to 5 ton roller. The finished aggregate base must achieve an overall compaction rate of 95% proctor in accordance with ASTM D1557. It shall also be flush with top of pressure treated wood nailer.
- H. Base Acceptance: It is the responsibility of the synthetic turf supplier to verify and provide the Certificate of Sub-Base Acceptability before turf installation can begin.
- I. Underlayment Pad Installation: If underlayment pad is provided, it shall be installed after the choker course grades have been accepted.
1. Install pad from sideline to sideline. Extreme care must be taken to minimize disturbance of the stone base and choker course during pad installation.
 2. All operations shall work from behind the rolled out pad or from adjacent, pre-installed pad surface.
 3. One head seam shall be allowed per length. Head seams shall be staggered to not be within 10 feet of the previously installed roll.
 4. Head seam shall overlap approximately 4 inches on original roll out. Second and subsequent rolls shall be rolled out to within 1 inch, or less of the previous roll and allowed to expand or contract before manually sliding into place.
 5. After allowance for expansion or contraction, the padding shall slide into place so as to touch the edge or seam of the previous. Care shall be taken to not disturb the choker layer material when butting seams together.
 6. The underlayment pad shall not receive a final cut or edging until the material has relaxed or expanded in direct sunlight for a minimum of six hours.
 - a. No open seams shall exceed 1/8" after final seam or end cutting is complete.
 - b. Padding material shall cover the entire surface of the exposed nailer board.
 7. Underlayment pad shall be inspected by the Synthetic Turf installer after completion to insure the surface is completely smooth without bumps from stone particles or other material protruding from underneath.
 - a. Expansion bubbles and open seams are to be repaired prior to final inspection.
 - b. Repeat inspections are to be carried out prior to installation of each roll of synthetic turf.
 - c. Final inspection of underlayment pad installation is to occur before proceeding to installation of synthetic turf carpet.
- J. Synthetic Turf Carpet and Infill Materials
1. No hand holes, valve, communication or irrigation boxes shall be installed within the field of play. All utility access must be outside the field striping.
 2. The first roll shall begin with the longest perpendicular cross-field distance. No head seams shall be permitted in the inbound playing surface.

3. The rolls of turf shall be rolled out a minimum of four hours prior to starting seaming procedures and allowed to relax/expand.
 - a. All visible wrinkles shall be stretched out before seaming.
 - b. Seams shall be flat, tight and permanent with no separation or fraying.
 - c. Synthetic turf yarn fabric that is trapped or glued between seams shall be freed from the seams by hand or other approved method to an upright position prior to the commencement of brushing and top dressing procedures.
 - d. All Synthetic Turf seams shall be assembled as follows: The full width rolls shall be laid out across the field. Utilizing standard state of the art adhering or sewing procedures, each roll shall be attached to the next.
 - e. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed perpendicular to the playing field. The yard lines, game markings, sidelines, etc. of all applicable sports shall be tufted into carpet by the manufacturer wherever possible.
 - (1) After all seaming is completed and inlaid lines, logos and lettering have been installed; the infill materials shall be spread evenly, using a drop spreader or top dresser.
 - (a) Crumb rubber and sand shall be applied in a uniform rate of multiple applications until the specified infill depth is achieved.
 - (b) Infill material shall be brushed between infill applications with a motorized rotary broom and pull-type groomer brush simultaneously.

K. Tufted and Inlaid Lines

1. Layout and descriptions of tufted, inlaid and/or painted lines shall be as indicated on final shop drawings.
2. Inlaid lines and field markings shall be cut in using seaming methods recommended by the synthetic turf contractor.

L. Synthetic Turf Perimeter Attachment:

1. After final trimming of the turf, the turf shall be screwed into the pressure treated wood nailer system as per the turf manufacturers recommendations.

M. Athletic Equipment Installation:

1. Contractor to make sure football goal posts are adjusted to achieve 10 ft. height from finished playing surface to top of crossbar.

3.03 CLOSEOUT

- A. The turf contractor must verify that a qualified representative has inspected the installation and that the finished field surface conforms to the manufacturer's requirements.
- B. The turf contractor must provide the owner with the pull behind maintenance groomer as outlined in Part 1 of this specification.
- C. The turf manufacturer shall provide a warranty from the date of Substantial Completion as described in Part 1 of this specification.

- D. The turf manufacturer shall provide a third party insured warranty from an A-rated domestic insurance carrier as described in Section 1.
- E. The turf contractor must submit maintenance manual to the owner as described in Part 1 of this specification.
- F. Synthetic turf contractor must train owner's designated field personnel in proper grooming and care procedures. This includes training field personnel how to properly use grooming equipment as well as making minor repairs.
- G. Extra materials: Refer to Part 1 of this specification.

3.04 ADJUSTING / CLEANING

- A. Maintain area clean and free from debris during installation.
- B. All usable remnants of new material shall be neatly rolled and turned over to Owner at a location designated by Owner.
- C. Provide final cleaning of synthetic surfacing. Clean surfaces, recesses, enclosures, and similar areas as required to leave area of installation in clean, immaculate condition ready for immediate occupancy and use by Owner.
- D. Protect installed synthetic grass surfacing from subsequent construction operations. Do not permit traffic over unprotected surfacing.

--- END OF SECTION ---

SECTION 02792 - RUNNING TRACK SURFACES**PART 1 – GENERAL****1.01 SUMMARY**

- A. Section Includes
 - 1. Running track surfacing at new long jump/triple jump.
 - 2. Running track line striping.
- B. Related Sections
 - 1. SECTION 02300 - Earthwork
 - 2. SECTION 02745 - Asphalt Pavement

1.02 SYSTEM DESCRIPTION

- A. Design Requirements
 - 1. Apply new resilient track surface:
 - a. Black mat polyurethane bound surface with black structural spray, 1/2" thick.
 - b. Color: Black
 - 2. New Track Construction: Provide and apply new resilient track surfacing to asphalt concrete as required for new long jump/triple jump event.
 - 3. Track Dimensions and Markings: Provide linestriping at new long jump/triple jump runway conforming to rules of National Federation of State High School Associations.
 - a. Verify and certify dimensions and markings as follows:
 - (1) Submitting shop drawings showing new long jump/triple jump linestriping.
 - (2) Guarantee all calculations of all dimensions needed to properly mark track "to be accurate and correct; in accordance with current governing rules and regulations".
 - (3) Guarantee all markings on track by date, name and address of Applicator on "As-Built" drawing indicating that "all markings applied were made using designated marks and in accordance with current governing rules and regulations and are as shown". Recommend prior approval of Architect.

1.03 SUBMITTALS

- A. Comply with requirements of SECTION 01300 – Submittals and as modified below.
- B. Product Data: Submit resilient surfacing and line paint manufacturer's technical literature demonstrating compliance of surfacing system with specified requirements.
- C. Quality Control Submittals
 - 1. Qualifications Certification: Submit written certification or similar documentation signed by applicable subcontractor, Prime Contractor and manufacturer (where applicable) indicating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.

2. Installer Experience Listing: Submit list of completed projects using products proposed for this Project, including owner's contact and telephone number for each project, demonstrating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.

- D. Contract Closeout Submittals: Comply with requirements of SECTION 01770, including submission of operating and maintenance instructions as item in "General Construction Instructions" manual described in that section.

1. In accordance with requirements of SECTION 01781 – Project Closeout, submit written instructions for the maintenance of the resilient track surface, including name of service representative.

1.04 QUALITY ASSURANCE

- A. General: Manufacturer's systems listed reflect the intent to establish required equipment function as well as standard of quality for construction.
- B. Qualifications of Resilient Track Surface Installer: Minimum of ten complete resilient track surfacing applications using proposed surfacing materials shall have been successfully completed by installer under current corporate name.

1.05 WARRANTY

- A. Synthetic Track Surface: Minimum 5 full years warranty (from date of acceptance) against defects in workmanship, labor and materials.
- B. Linestriping and Markings: Minimum 2 full years warranty (from date of acceptance) against defects in workmanship, labor and materials.

PART 2 – PRODUCTS

2.01 MANUFACTURER

- A. Running Track Surfacing: Black mat polyurethane bound surface.
 1. Manufacturer: For convenience, details and specifications have been based on products by Nagle Seal Coating, Inc., Liverpool, NY, (telephone # 1-315-622-1313) to establish quality and function:
 - a. "Action Track 200" black track surface.

2.02 MATERIALS

- A. Running Track Surfacing:
 - a. Polyurethane primer
 - b. EPDM rubber base mat granulate, 1-3 mm. containing no dust.
 - c. Clear, 100% polyurethane base mat binding agent.
 - d. EPDM black pigmented spray layer rubber granules, 0.5 - 1.5 mm.
 - e. Black pigmented polyurethane spray layer binder.

2.03 PHYSICAL PROPERTIES

A. Resilient Track Surface:

1. Thickness: 1/2"
2. Hardness - ASTM D2240: Shore A:..... 50 to 60 at 70 degrees F.
45 to 55 at 140 degrees F.
55 to 65 at 35 degrees F.
3. Elongation - ASTM D412: 95%.
4. Tensile Strength - ASTM D412: 108 psi at 70 degrees F
5. Chalking - ASTM D822: no change after 1000 hours in weatherometer.
6. Abrasion Resistance - ASTM D501: 0.25 to 0.425 grams loss after 100 cycles.
7. Coefficient of Friction - ASTM D1894: dry to be 0.70 to 0.75, wet to be 0.60 to 0.65.
8. Resilience - ASTM D2632: 37 to 40%.
9. Tear Resistance - ASTM D624: 50 to 65 psi.
10. Compression Set Recovery - ASTM D-412: .. 90% to 95% at 70F.
11. Color: Black.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions (by Installer): Examine conditions under which running track surfaces are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.
 2. Include representative of the manufacturer of resilient track materials in examination of existing conditions and include comments or cautions issued by manufacturer's representative regarding installation of running track surfacing system.

3.02 PREPARATION

- A. Clean entire track substrate of all dust, dirt, debris and all loose materials and vegetation.
- B. Patch all depressions and shallow areas as required to provide a uniform plane. All leveling work shall be performed so that so that the finished surface slope is 1%.

3.03 RESILIENT TRACK SURFACE APPLICATION

A. Black Mat Polyurethane Surface Application (Action Track 200)

1. Surface Inspection: Prior to the application of the synthetic track surface, the asphaltic or concrete base shall be inspected for conformity to planarity requirements. The surface shall not deviate from the specified grade more than 1/8 inch in 10 feet measured in any direction. All areas not in conformance with the above requirements will be repaired, with compatible materials as approved by the manufacturer and allowed to cure prior to application of synthetic surface.
2. Curing: Before application of the synthetic surface can begin, the asphalt should be cured for at least 14 days; and a concrete base a minimum of 28 days.

3. Cleaning: The area to be surfaced shall be clean and free of any loose or foreign particles (dirt, oil, etc.) prior to the commencement of the work. The surface is usually cleaned by use of a power blower and/or high pressure washer.
4. Priming: The primer shall be uniformly spray applied at a rate of not less than 3lbs/square yard in accordance with the manufacturer's specifications allowing a minimum of 30 minutes curing time before the application of the base mat material. Only those areas to be surfaced that day should be primed.
5. Mixture Composition:
 - a. Job mix formulas shall be as follows:
 - (1) Black Mat:
 - (a) Binding Agent: 18 - 23% polyurethane.
 - (b) EPDM Rubber: 1 to 4 mm, 77 -82%.
 - (c) Application Temperature: Minimum 40 degrees F.
6. Black Mat:
 - a. The black rubber granules and polyurethane binding agent are blended together in a clean and dry mechanical mixer for a period of 2 to 3 minutes. The blended materials are then spread onto the asphalt/concrete base by means of a mechanically operated screed machine. The mechanically operated screed machine shall have a electrically heated screed bar to obtain both smoothness and compaction.
 - b. The laying procedure shall be bay-to-bay and limiting the length of the passes so as not to have any cold (cured) joints between the bays. All joint work to be flush with adjacent mat. At the beginning of each new day's work, the traverse joint from the previous day's work shall be prime coated to ensure a good bond. Any small irregularities remaining in the surface after the tandem leveler has passed may be removed using a light polyethylene or teflon roller.
7. All line and event markings shall be applied by experienced personnel utilizing polyurethane based paint compatible with the synthetic track surfacing. All marking dimensions will be certified in accordance with the specifications issued by the appropriate sanctioning or

3.04 TRACK MARKING APPLICATION

- A. Do not apply paint to resilient surface until it has completely cured. Apply lane marking paint in accordance with manufacturer's recommendations.
- B. Mark track in compliance with the regulations mandated by the National Federation of State High School Associations.

3.05 TRACK MARKINGS, MEASUREMENTS, AND CALCULATIONS

- A. Regarding the painting of lines, comply with the following:
 1. Establish and set all necessary control points.
 2. Layout all lines and markings to within a 1/2" +/- tolerance.
 3. Prepare all necessary drawings certified by a State Licensed Land Surveyor or Professional Engineer.
 4. Provide all computations and measurements.
 5. Apply one heavy coat of paint to all lines and markings.
 6. Use paints directly from original containers and absolutely - NO - thinning shall be allowed.
 7. Use amount of paint recommended by the manufacturer.
 8. Use competent, experienced and fully qualified personnel only to make all measurements. Measurements to be performed by a State Licensed Land Surveyor or Professional Engineer.

-- END OF SECTION --

SECTION 02810 - IRRIGATION SYSTEMS**PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Provide and install complete irrigation components as indicated, including:
 - a. Pipe and pipe fittings (above and underground) for the irrigation system.
 - b. Valves and cocks for the irrigation piping system.
 - c. Valve boxes and covers.
 - d. Yard and ground hydrants.
 - e. Underground Warning Tape

2. Provide testing, regulation, and adjustment of system

3. Instruct Owner's personnel in system operation

B. Related Sections

1. SECTION 02300 - Earthwork
2. SECTION 02320 - Trenching

1.02 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals and as modified below.

B. Product Data:

1. Submit manufacturer's product literature including, material specifications and other information required to demonstrate compliance with specified requirements for following items:
 - a. Pipe and pipe fittings (above and underground) for the irrigation system.
 - b. Valves and cocks for the irrigation piping system.
 - c. Valve boxes and covers.
 - d. Yard and ground hydrants.
 - e. Underground Warning Tape

- C. Contract Closeout Submittals: Comply with requirements of SECTION 01770, including submission of operating and maintenance instructions as item in "Operating and Maintenance Data" manual described in that section.

1.03 MAINTENANCE

- A. Maintenance Service: Provide maintenance of irrigation system for a period of 1 year after date of final acceptance including final adjustment of all sprinkler heads, winter drainage of system, spring activation of system, and service adjustments.

PART 2 - PRODUCTS

2.01 COMPONENTS

A. Piping and Fittings

1. Plastic Piping

- a. All Main Line Pipe: SDR 21-Class 200 polyvinyl chloride (PVC) pipe conforming to ASTM D2241 similar to "Ring-Tite PVC Pressure Rated Pipe" by J-M Pipe.

- (1) Fittings: Fittings: Push-on fittings with "O" ring connections and transition gaskets rated for 200 psi and compatible with mainline piping.

B. Valves:

1. Gate Valves:

- a. 4" and larger: Complying with AWWA Standard C509, provided with corrosion resistant coating on internal cast iron parts, mechanical joint body, resilient seat and handwheel similar to "Ken-Seal II R/W Valve Fig. 4597" by Kennedy or "Model 500" by Waterous.
- b. 3" and smaller: Class 125 bronze gate valve complying with MSS SP-80, with screw -in bonnet, non-rising stem and solid bronze wedge and threaded ends similar to "T-113-2" bronze gate valve by Nibco.

- 2. Ball Valves: Two piece bronze body, full port valves with stainless steel ball, reinforced teflon seats, and threaded ends similar to "T-585-70-66 NPT x NPT" by Nibco.

- C. Valve Boxes: Install all valves in foam molded plastic valve boxes with locking covers similar to "190106 Jumbo Valve Box" by Armor Access Boxes, Sheboygan, WI , "light duty vaults" by Carson Industries, Glendora California or "3500 ComBox" by Sports Edge, Delhi, NY.

D. Yard Hydrants

- 1. Yard Hydrants: 2 inch bronze hydrant with bronze casing, cast iron box and "T" handle key similar to Model Number 5814 by J. R. Smith Manufacturing Co. PO Box 3237 Montgomery, Alabama 36109-0237 207-277-8520. Provide extra key and two 2 inch female/female bronze connectors with each hydrant. Provide two 2 inch to 1 inch female/male bronze reducer couplings.

E. Underground Warning Tape

- 1. Material: 2-inch wide, color-coded, heavy gauge 0.04 inch, detectable aluminum film, similar to "MT Series" by EMED Co., Inc. Buffalo N.Y.
- 2. Text: "CAUTION BURIED SANITARY LINE BURIED BELOW".
- 3. Location: Provide warning tape 1 foot below finished grade in all buried piping trenches.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine conditions under which irrigation system is to be installed in coordination with Irrigation System Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
 - 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.

3.02 INSTALLATION

- A. Install pipe and fittings in compliance with manufacturers recommendations
- B. Closing of Pipe and Flushing Lines
 - 1. Cap or plug all openings as soon as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.
 - 2. Thoroughly flush out all water lines before installing heads, valves, and other hydrants.
 - 3. Test in accordance with paragraph on hydrostatic tests.
- C. Hydrostatic Tests
 - 1. Request presence of Architect in writing at least 48 hours in advance of testing.
 - 2. Testing to be accomplished at Contractor's expense in Architect's presence.
 - 3. Center load piping with small amount of backfill to prevent arching or slipping under pressure.
 - 4. Apply continuous and static water pressure of 100 PSI when welded plastic joints have cured at least 24 hours and with risers capped as follows:
 - a. Main lines and submains to be tested for 12 hours
 - 5. Repair leaks resulting from tests
- D. Backfill and Compacting: Refer to SECTION 02320 - Trenching

--- END OF SECTION ---

SECTION 02820 - FENCES AND GATES**PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Steel chain link fence and gates for fence replacement at elementary school and fencing repair or replacement as required by construction process, including:
 - a. Fence framework, fabric, and accessories
 - b. Excavation for post bases
 - c. Concrete anchorage for posts
 - d. Manual gates and hardware

B. Related Sections

1. SECTION 02745 - Asphalt Pavement
2. SECTION 03310 - Structural Concrete

1.02 SYSTEM DESCRIPTION**A. Design Requirements**

1. Pipe Size: Commercial pipe sizes indicated; equivalent tubular sections, H-sections or roll formed sections acceptable if approved by Architect. Provide equivalent sections complying with requirements of Chain Link Fence Manufacturer's Institute.
2. Standards
 - a. Chain Link Fence Manufacturer's Institute standards, including (unless otherwise indicated):
 - (1) "Specification for Metallic-Coated Steel Chain Link Fence Fabric"
 - (2) "Industrial Steel Specification for Fence Rails, Posts, Gates, and Accessories."
 - b. ASTM F-567, "Standard Practice for Installation of Chain-Link Fence" for installation, unless otherwise indicated.

1.03 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals and as modified below.
- B. Product Data: Submit manufacturer's technical data demonstrating compliance with specified requirements, including installation instructions.
- C. Shop Drawings - Submit shop drawings including:
 1. Plan layout
 2. Details illustrating fence height
 3. Location and sizes of posts, braces, gates and footings
 4. Hardware list

D. Quality Control Submittals

1. Qualifications Certification: Submit written certification or similar documentation signed by applicable subcontractor, Prime Contractor and manufacturer (where applicable) indicating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.
2. Installer Experience Listing: Submit list of completed projects using products proposed for this Project, including owner's contact and telephone number for each project, demonstrating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.

- E. Contract Closeout Submittals: Comply with requirements of SECTION 01781, including submission of operating and maintenance instructions as item in "General Construction Instructions" manual described in that section.

1.04 QUALITY ASSURANCE

A. Qualifications

1. Manufacturer

- a. Provide metal fences and gates as complete unit produced by single manufacturer, including necessary erection accessories, fittings, and fastenings.
- b. Provide products by company specializing in commercial quality chain link fencing with at least five years experience.

2. Installer: Minimum two years experience in installing approved fences and gates, using installation personnel experienced in installation of approved materials.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. PVC Coated Fabric: Provide No. 9 gauge core (0.148") steel wires, 2" mesh, with one-piece fabric widths for fencing up to 12 ft. high.
- B. Selvages: Top and bottom selvages to be knuckled.
- C. Fabric Finish:
1. Fusion-Bonded PVC Coating (for new fencing at Elementary School): Polyvinyl chloride coating fused and adhered to galvanized wire in accordance with Federal Specification RR-F-191 H/ID, ASTM F-668 Class 2b, and ASTM F 934. Coating thickness to be 0.006" - 0.010".
 - a. Manufacturer: Product similar to fused and adhered PVC coating by "Brighton Colorbond Fence System" by Merchant Metals; Brighton, Michigan.
 - b. Color: As selected by Architect from manufacturer's full range of colors.
 2. Galvanized Coated Fabric (for High School fencing repair/replacement): Unless otherwise specified, provide No. 9 gauge (0.148") steel wires, 2" mesh, with one-piece fabric widths for fencing up to 12 ft. high.

D. Framework:

1. Steel Pipe: Cold-rolled steel pipe, in accordance with ASTM A-569; minimum yield strength of 50,000 psi.
2. Interior Coating: In-line applied zinc-rich coating with zinc powder loading of a min. 90% by weight; applied after fabrication conforming to ASTM B 6 High Grade and Special High Grade Zinc.
3. Exterior Coatings
 - a. Base Coat: Min. .9 oz. zinc per sq. ft.
 - b. Intermediate Coat: Min. 15 microgram chromate conversion per sq. in.
 - c. PVC Exterior Coating: Fusion-bonded polyvinyl chloride, similar to "Brighton Colorbond Fence System" by Merchant Metals; Brighton, Michigan.
4. Size of Pipe: As indicated.
5. Similar to "SS-40 Pipe with Flo-Coat" by Allied Tube and Conduit Corp.; Harvey, Illinois.

E. Hardware: Self-locking bands, tie wires and similar accessories

1. Polyvinyl Chloride Coating: Complying with requirements for "Brighton Colorbond Fence System" by Merchant Metals.; Brighton, Michigan.
2. Galvanized Coating: Zinc coating to be min. of 0.90 oz./ft. sq. in accordance with ASTM F 626-96.
3. Nuts and Bolts: If not PVC coated, to be galvanized and touched up with paint color to match fence.

F. Post Caps and Tension Bars:

1. Polyvinyl Chloride Coating: Complying with requirements for "Brighton Colorbond Fence System" by Merchant Metals.; Brighton, Michigan.
2. Galvanized: Hot-dip galvanized steel with a min. of 1.2 oz./ft. sq. of zinc coating of surface area.
3. Fiberglass tension bars are not allowed.

2.02 COMPONENTS

A. End, Corner, and Pull Posts:

1. End, Corner and Pull Post Spacing: Set pull posts at midway point of all lines 500 ft. or longer and at all changes of direction or grade of 15 degrees or greater. Place pull post at each radius point within curved line where internal angle is 30 degrees or more.
2. End, Corner and Pull Post Size (determined by height):
 - a. 4' up to and including 6' high: 2-1/2" o.d.
 - b. 7' up to and including 9' high: 3" o.d.

B. Line Posts:

1. Line Post Spacing:
 - a. Uniformly spaced at no greater than 10'-0" o.c., unless otherwise indicated.

2. Line Post Size (determined by height):

- a. 4' up to and including 6' high: 2" o.d.
- b. 7' up to and including 9' high: 2-1/2" o.d.

C. Concrete Footer Size: Size to be as follows unless specifically indicated otherwise on the drawings:

	<u>Line Posts</u>	<u>End and Corner Posts</u>
1. 4' up to and including 9' high:	12" o.d. x 4' deep	12" o.d. x 4' deep

D. Gate Post Size:

- 1. Gate Leaf up to 6' Wide: 2.875" o.d.; 4.64 lbs./l.f.
- 2. Gate Leaf over 6' and under 12' wide: 4" o.d.; 9.11 lbs./lin. ft.

E. Top, Intermediate, and Bottom Rails: Pipe 1.66" o.d., weighing 1.84 lbs. per lin. ft., in manufacturer's longest lengths, with expansion type couplings, approximately 6" long at each joint. Provide means for attaching top rail securely to each gate post, corner post, pull post, and end post.

- 1. Provide bottom rail for fence 9' high and over.

F. Tension Wire: Manufacturer's standard tension wire system. Provide at bottom of fabric only, except where bottom rail is specified.

- 1. Provide tension wire for fence under 9' high.

G. Post Brace: Provide manufacturer's standard adjustable brace at gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric.

- 1. Use 1.66" o.d. pipe weighing 1.84 lbs./lin. ft. for horizontal brace and min. 5/16" diameter adjustable length diagonal truss rod.

H. Post Tops: Vandal-resistant, weathertight closure cap (for pipe or tubular posts), one cap for each post. Furnish caps with openings to permit passage of top rail where applicable.

I. Tension Bars: One piece lengths equal to full height of fabric, with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into post.

J. Tension Bar Bands: Space not over 15" o.c., to secure tension bars to end, corner, pull, and gate posts.

K. Swinging Gates

- 1. Provide horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware, and accessories. Space so that frame members are not more than 8 ft. apart. Fabricate gate perimeter frame members of 1.90" o.d. steel pipe weighing 2.28 lbs. per lin. ft.
- 2. Assemble gate frames by welding or with special malleable or pressed steel fittings and rivets, for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with tension bars at vertical edges. Bars may also be used at top and bottom edges. Attach tension bars to gate frame at not more than 15" o.c. Attach hardware to provide security against removal or breakage.
- 3. Provide diagonal cross bracing consisting of 5/16" diameter adjustable length truss rods and gates to provide frame rigidity without sag or twist, if required.

- L. **Swinging Gate Hardware:** Provide the following hardware and accessories for each gate.
 - 1. **Hinges:** Size and material to suit gate size, non-lift-off type, offset to permit 180° gate opening. Provide 1-1/2 pair of hinges for each leaf over 6 ft. nominal height.
 - 2. **Latch:** Forked type or plunger bar type to permit operation from either side of gate.
 - 3. **Keeper:** Provide keeper for all vehicular gates, which automatically engages gate leaf and holds it in open position until manually released.
 - 4. **Double Gates:** Provide gate stops for all double gates, consisting of mushroom type or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Provide locking device and padlock eyes as an integral part of the latch, requiring one padlock for locking both gate leaves.
- M. **Wire Ties:** For tying fabric to line posts, use wire ties spaced 12" o.c. For tying fabric to rails and branches, use wire ties spaced 24" o.c.
- N. **Hog Rings:** **9 gauge galvanized, stainless steel or PVC coated 9 gauge steel (not including the PVC coating).**
- O. **Concrete:** Provide concrete consisting of portland cement, ASTM C 150, aggregates, ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 3000 PSI, using at least 4 sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. **Verification of Conditions (by Installer):** Examine conditions under which wire fences and gates are to be installed in coordination with Installer of materials and components specified in this Section and notify affected Prime Contractors and Architect in writing of any conditions detrimental to proper and timely installation. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
 - 1. When Installer confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to Installer.

3.02 ERECTION

- A. Do not begin installation and erection before final grading is complete, unless otherwise permitted.
- B. **Excavation:** Drill holes for posts of diameters and spacing shown, in firm, undisturbed or compacted soil. If not shown on Drawings, excavate holes to in accordance with ASTM F-567.
- C. **Setting Posts**
 - 1. Center and align posts in holes 3" above bottom of excavation.
 - 2. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

3. Trowel finish tops of footings, and slope or dome to direct water away from posts. Extend footings for gateposts to the underside of bottom hinge. Set keeps, stops, sleeves, and other accessories into concrete as required.
 4. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing material.
- D. Concrete Strength: Allow concrete to attain at least 75% of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, barbed wire, and do not hang gates until the concrete has attained its full design strength.
- E. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturers.
- F. Brace Assemblies: Install braces so posts are plumb when diagonal rod are under proper tension.
- G. Tension Wire: Install tension wires by weaving through the fabric and tying to each post with not less than 6 gauge galvanized wire, or by securing the wire to the fabric. Tension wire to be taut at completion of installation.
- H. Hog Rings: Securely fasten tension wire to fabric with hog rings at 24" o.c., minimum spacing.
- I. Fabric: Leave approximately 1" between finish grade and bottom selvage, unless otherwise shown. At playfield installations, place fabric towards the field side of all fence and backstop posts. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
1. Repair damaged coatings in the shop or during field erection by recoating with hot applied repair compound, applied per manufacturer's recommendations.
- J. Tension Bars: Thread through or clamp to fabric 4" o.c. and secure to posts with metal bands spaced 15" o.c.
- K. Gates: Install gates plumb, level, and secure for full opening without interference. Install ground set items in concrete for anchorage, as recommended by the fence manufacturer. Leave approximately 2" between finish grade and bottom rail, unless otherwise shown. Adjust hardware for smooth operation and lubricate where necessary.
- L. Tie Wires: Use U-shaped wire, confinement to diameter of pipe to which attached clasping pipe and fabric firmly with ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing.
- M. Fasteners: Install nuts for tension bands and hardware bolts to side to fence opposite fabric side. Peen ends of bolts to score threads to prevent removal of nuts.
- N. Post Tops: Securely fasten post tops to post. Check all post tops and if any are loose, replace with post top that is secure.

--- END OF SECTION ---

SECTION 02885 - ATHLETIC FIELD EQUIPMENT**PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes
 - 1. Sleeve Mounted Ballstopper system
 - 2. Soccer Corner Flags
- B. Related Sections
 - 1. SECTION 02300 – Earthwork

1.02 SUBMITTALS

- A. Comply with requirements of SECTION 01300 - Submittals and as modified below.
- B. Product Data: Submit manufacturer's product literature, technical specifications, and other data required to demonstrate compliance with specified requirements for all athletic equipment.
- C. Quality Control Submittals
 - 1. Qualifications Certification: Submit written certification or similar documentation signed by applicable subcontractor, Prime Contractor and manufacturer (where applicable) indicating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.
 - 2. Installer Experience Listing: Submit list of completed projects using products proposed for this Project, including owner's contact and telephone number for each project, demonstrating compliance with applicable "Qualifications" requirements specified below in "Quality Assurance" article.

1.03 QUALITY ASSURANCE

- A. Qualifications
 - 1. Manufacturer: Provide products by company specializing in manufacture of athletic equipment with at least 5 years experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Deliver all equipment in manner to protect equipment from dirt, water, chemical, or mechanical injury.
- B. Acceptance at Site: Deliver athletic field equipment to Site to representatives of Prime Contractor responsible for athletic field equipment for storage and handling when required. Owner or other contractors on Project shall not store or handle any athletic equipment.

PART 2 - PRODUCTS

2.01 MANUFACTURED UNITS

A. Soccer Accessories

1. Corner Flags: Official red corner flags (4 per field) with spring and base. Similar to Model # CFS-B by AAE (Aluminum Athletic Equipment Co.); 100 Enterprise Drive, Royersford, Pennsylvania 19468 (Telephone 1-800-523-5471):
 - a. Pole: 5'-0" ft. nominal height synthetic white corner flag posts with 7" long extension galvanized metal or stainless steel coil springs.
 - b. Base: High visibility yellow, 8" diameter synthetic dome base. Fill with sand.
 - c. Flag: 12" nominal high X 24" nominal wide pennant style nylon high visibility red.

B. Ballstopper System

1. Ground-Mounted with Sleeve System

- a. Uprights: 2 square, heavy wall aluminum with mill finish inserted into fabricated aluminum bases. Upright bases to have fabricated connection with a 2" square slotted structural aluminum extrusion capable of accepting molded net clips. Uprights to be installed at 20' O.C.
 - b. Posts: Straight Uprights 2"sq. x 1/8" wall x 10'-8"lg., 6063T6 aluminum extrusion with three predrilled heights at 9'-6"H, 10'-0"H, and 10'-6"H.
 - c. Net: 9'-6" high, #N361, 1-3/4"sq. black UV-treated knotted nylon net, 360# tensile strength, 1/4" MFP rope border all 4 sides, pre-attached sewn in 3/16"dia. galvanized clear coated cable.
 - d. Hardware: All stainless steel, galvanized and brass hardware, an eyebolt for top of post to secure net and molded net clips for seamless attachment of net at bottom to groundbar. Brass snaps for lowering of nets.
2. Manufacturer: For convenience, details and specifications have been based on the following manufacturer:
 - a. AAE (Aluminum Athletic Equipment Co.); 100 Enterprise Drive, Royersford, Pennsylvania 19468 (Telephone 1-800-523-5471): Ballstopper System with In-Ground Mount and Sleeves: Model # "HBS" (Twenty 20-foot sections (400' Total) required.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install athletic equipment in accordance with manufacturer's written instructions under supervision of manufacturer's representative.
 1. Set football goal post in concrete footing to depth recommended by manufacturer. Completely cover top of concrete footing with minimum 6" of soil, unless otherwise recommended by manufacturer.

3.02 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Provide supervision by a manufacturer's representative during assembly of equipment delivered in sections.

3.03 ADJUSTING / CLEANING

- A. Adjust equipment as required to provide plumb, level, and properly aligned installation.
- B. Clean all above-ground surfaces after installation and touch-up all painted surfaces as required.
- C. Remove all debris and surplus material.

--- END OF SECTION ---