

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
SUMMARY OF CONTRACTS

**SECTION 01 1000
SUMMARY OF CONTRACTS**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT

- A. Project Name: Toilet Renovations and Related Work
Jr./Sr. High School Administration Building
- B. Owner's Name: Edgemont School District
- C. Architect's Name: Fuller and D'Angelo, P.C.
45 Knollwood Road
Elmsford, New York 10523

1.3 DEFINITIONS

- A. Refer to General Conditions and Section 01 4216 for Definitions.

1.4 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5000 - Contracting Forms and Supplements.
- B. This project is exempt from the New York State Wick's Law separate bid requirements. All work shall be performed as a single prime contract based on a Stipulated Price as described in Section 00 5200 - Agreement Form
- C. Refer to Section 00 4336 - Proposed Subcontractors Form for further requirements.
- D. Local custom and trade-union jurisdictional settlements do not control the scope of Work included in contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected contractor(s) shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
- E. Summary by References: Work of the contract can be summarized by reference to the Instructions to Bidders, Specification sections, Drawings, Addenda, or Bidding Requirements to Contract Documents issued subsequent to the initial printing of this Project Manual, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of each Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

1.5 RELATED REQUIREMENTS

- A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions : Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 5000 - Temporary Facilities and Controls.
- D. Section 01 3552 - Site Safety
- E. Section 01 2100 - Allowances.

1.6 JURISDICTIONAL DISPUTES

- A. It is not the intention of these specifications to transgress the jurisdictional arrangements regarding the division of work between the several trades. Should it appear, however, that these specifications imply that other trades are to perform work which is claimed by any other trades, each Contractor affected shall notify the Architect of such fact when submitting his proposal, indicating the additional amount required

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to include the work in question in the Base Bid. In the event that no such notification is received prior to an acceptance of the Contractor's Proposal, it will be construed that the specifications imply nothing which is unacceptable to the various trades and no extra payments on this account will be granted to any Contractor during the progress of the job.

1.7 SUBCONTRACTORS

- A. Refer to Section 00431 for subcontractors required to be submitted with the Bid Proposal

1.8 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is shown on drawings.

1.9 OWNER OCCUPANCY

- A. Edgemont School District intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Edgemont School District intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Edgemont School District to minimize conflict and to facilitate Edgemont School District's operations.
- D. Schedule the Work to accommodate Owner's occupancy.

1.10 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas designated by the Owner.
- B. Arrange use of site and premises to allow:
 - 1. Edgemont School District occupancy.
 - 2. Work by Others.
 - 3. Use of site and premises by the public.
- C. Existing building spaces may not be used for storage unless approved by the Owner..
- D. Time Restrictions:
- E. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed with the following hours:
 - 1. Monday thru Friday: 8 AM to 8 PM.
 - 2. Weekends/ Holidays: 9 AM to 6 PM.
- F. Construction deliveries shall not occur during the hours of 7:30 AM and 9:00 AM and 2:00 PM and 3:00 PM, when school is in session when school buses are arriving or leaving the school grounds.
- G. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements, the Contractor shall administer allocation of available space equitably among the separate sub contractors and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- H. During the entire construction period the contractor jointly shall have the use of the premises for construction operations, including use of the site as indicated in phasing and schedule of work time table included in this section.
- I. The Contractor shall limit their use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public during the period when the Owner occupies the building.
- J. Contractors are to maintain clear and unobstructed paths of exit discharge from all existing exits.
- K. Only materials and equipment, which are to be used directly in the work, shall be brought to and stored on the project site by the Contractor. After equipment is no longer required for the work, it shall be promptly

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removed from the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractors.

- L. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off-site.
- M. The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
- N. Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, each contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:
 - 1. Any areas and buildings adjacent to the site of the work or;
 - 2. The Building in the event of partial occupancy as more..
 - 3. New doors located in required exits are to be replaced after-hours.
- O. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with the rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements, applicable to use, and occupancy of the Project Site and the Building.
- P. Maintain the existing building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. When work is scheduled after hours clean and remove all temporary barriers and protection so that the building can be occupied the following day when normal building occupancy will occur.
- Q. Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris.
- R. Smoking, drinking of alcoholic beverages or open fires will not be permitted on the project site.
- S. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Edgemont School District and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.11 AVAILABILITY OF EXISTING BUILDING

- A. The existing building work areas will be available to the Contractors as follows:
 - 1. Letter of Award thru August 31, 2021: (Restricted to tasks indicated in Work Sequence)
 - a. 7:00 AM thru 4:00 PM Monday thru Friday, except holidays.

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2. September 1, 2021 thru Contract Completion
 - a. 4:30 PM thru 10:30 PM Weekdays. only when programs and school occupancy are not disrupted and with the approval of the Owner.
 - b. 7:00 AM thru 3:30 PM Saturdays and School Holidays when approved by the Owner. (coordinate availability with Owner).
- B. Upon request by the Contractor, the building may be made available, at the discretion of the Owner, and at the Cost to the Contractor, during such times as are allowed by local noise ordinance, in addition to the above listed hours. A request for use during these off-regular hours must be made at least two (2) days before the use. Such off-hours may include Saturdays, and Holidays.
- C. If the Contractor requests the use of the facility for off-hours to maintain the scheduled completion date, the Contractor shall pay all additional costs in connection with opening, providing security and project management expenses incurred with no costs to the Owner. All expenses shall be deducted from the Contractors contract price. Comply with other portions of this Section.
 1. Weekend, Holiday and Night Work:
 - a. The contractor shall make no claim for delay for the inability of the Owner to make the site available for off-hours work. Should the Owner make the site available during these hours at the contractor's request, the cost will be borne by the Contractor.
 2. School calendar is available on District's web site. <http://www.edgemont.org/calendar>. Calendar is subject to modifications for civil service holidays, changes in education programs, snow days, etc.
- D. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM SCHEDULED WORK WITHIN THE EXISTING BUILDING ONLY DURING THE TIME PERIODS INDICATED AND SHALL INCLUDE IN THE BID ALL COSTS FOR LABOR, MATERIAL, ETC. INCLUDING PREMIUM TIME TO PERFORM THE WORK, PER PHASE PER TIME PERIOD.

1.12 COMPLETION OF WORK AFTER scheduled completion date

- A. Contractor(s) shall perform work only within these limitations and all manpower, equipment, etc., shall be provided as required to complete the work as per schedule. In the event the contractor does not complete the work as scheduled all work to be performed shall be performed after 4:30 PM when the building is unoccupied and approved by the Owner. All costs shall be borne by the Contractor.
- B. The Contractor shall prepare a progress schedule in detail listing items of work, sections of building and the time required for each.
- C. The Contractor shall provide necessary manpower, equipment, etc., as required to maintain schedule developed within the time limitations as described above.

1.13 WORK SEQUENCE

- A. Start Date: Letter of Award of Contract:
- B. Construct Work in phases during the construction period:
 1. Phase 1: Pre-Construction.
 - a. Tasks: Schedule of Values, Progress Schedule, Contracts, Bonds and Insurance, Field verification of existing conditions, and Submittals.
 - b. Start: Contract Award
 - c. Completion : June25, 2021
 2. Phase 2: Construction.
 - a. Tasks: All Construction Operations
 - b. Start: June 28, 2021
 - c. Completion: August 31, 2021
 3. Phase 3: Punchlist.
 - a. Start: September 7, 2021

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- b. Completion : September 17, 2021
- 4. Phase 4: Closeout
 - a. Start: September 17, 2021
 - b. Completion: October 1, 2021
- C. Coordinate construction schedule and operations with Edgemont School District.

1.14 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS

- A. Unless otherwise noted, all provisions of Division 1 apply to all contracts.

1.15 CONTRACT WORK

- A. The work of the Contract includes, but not limited to, the following:
 - 1. Removals, including asbestos abatement
 - 2. Interior doors and frames.
 - 3. Slabs-on-grade, including removals and earthwork.
 - 4. Fireproofing.
 - 5. Masonry.
 - 6. Sealants.
 - 7. Painting and patching of interior finishes.
 - 8. Interior construction, including metal wall framing, partitions, and ceilings
 - 9. Interior finishes including flooring, ceilings, painting, and ceramic tile.
 - 10. Toilet Partitions.
 - 11. Toilet accessories.
 - 12. Plumbing fixtures.
 - 13. Domestic water distribution.
 - 14. Sanitary waste piping.
 - 15. Exhaust Fans.
 - 16. HV Duct and diffuser modifications.
 - 17. Lighting and branch circuit wiring.
 - 18. Light fixtures and devices.
 - 19. Exit and emergency lighting with branch circuit wiring.
 - 20. Fire alarm system devices modifications.

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.
- C. Procedures for preparation and submittal of application for final payment.

1.3 RELATED REQUIREMENTS

- A. Section 00 5200 - Form of Agreement: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions : Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 2005 - PARTIAL RELEASE OF LIEN
- D. Section 01 2100 - Allowances: Payment procedures relating to allowances.

1.4 SCHEDULE OF VALUES

- A. Form to be used: AIA G702/703.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Fuller and D'Angelo, P.C. for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 10 days after date Notice of Award.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section.
- F. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.
- H. Sub schedules: Where the Work is separated into buildings provide separate payment applications, or provide sub-schedules showing values correlated with each building.
 - 1. Identify each application with the SED Project number and Fuller and D'Angelo's project number.
- I. Provide a separate line item for the following: (where applicable)
 - 1. Bonds. (Bond premium may be paid when invoice of premium is provide).
 - 2. OCP (Policy premium may be paid when invoice of premium is provide).
 - 3. Labor and materials, when payment is anticipated for material not installed.
 - 4. Submittals. (1% of contract amount).
 - 5. Each allowance.
 - 6. Meeting attendance (2% of contract amount)
 - 7. As-Built Drawings
 - 8. Testing, HVAC balance reports or (5% of contract amount)
 - 9. Punch List (1% of contract amount).
 - 10. Final Cleaning.
 - 11. Closeout Documents (3% of contract amount)
 - 12. Identify line items being performed by subcontractors.
 - 13. Authorized change orders.

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1.5 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: Identical form approved for Schedule of Values.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Value.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Fuller and D'Angelo, P.C. for approval.
- H. After Architect's approval of the "pencil copy" submit three copies of approved Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3216.
 - 3. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 4. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - a. Waiver Forms: Submit waivers of lien on forms, provided by the Architect in Section 01 2005.
 - 5. When an application shows completion of an item, submit final or full waivers.
 - 6. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 7. Submit Final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 8. Certified Payrolls; All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. In addition each contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. The Owners shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.

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- a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project
- J. Liens: No Payment will be made when a lien is filed against Owner by contractor or any subcontractor, or supplier or other entities until such lien is removed, bonded or similar action acceptable to the Owner
- K. Project record documents as specified in Section 01 7800, shall be available for review by Edgemont School District as a prerequisite for approval of payment.
- L. Affidavits attesting to off-site stored products and insurance certificates covering all all site material and equipment.
- M. When Fuller and D'Angelo, P.C. requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- N. The Owner shall retain Five (5) percent of the amount of each payment.

1.6 INITIAL APPLICATION FOR PAYMENT:

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. Executed contract.
 - 2. Approved bonds.
 - 3. Approved insurance certificates.
 - 4. Names of full time project manager, on site superintendent, and foreman. Refer to Article 5 of the General Conditions.
 - 5. List of suppliers and fabricators: Refer to Section 01 1000 Summary of Contract(s) .
 - 6. List of subcontractors: Required to be submitted with Bid Proposal Refer to Section 00 4336.
 - 7. Schedule of Values.
 - 8. Contractor's Construction Schedule (preliminary if not final).
 - 9. Contractor's Submittal Schedule.
 - 10. Products list.

1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Comply with Requirements of Section 01 7800 - Closeout Submittals.

1.8 MODIFICATION PROCEDURES

- A. Refer to AIA 201 Article 7 of the General Conditions for additional requirements
- B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Fuller and D'Angelo, P.C. will issue instructions directly to Contractor.
- D. The Contractor shall be responsible for informing other in it's employ, subcontractor's and other prime contractors whose work is affected by any modifications.
- E. For other required changes, Fuller and D'Angelo, P.C. will issue a document signed by Edgemont School District instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
 - 3. Refer to General Conditions AIA 201 Article 7.3 for additional information.

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- F. Fuller and D'Angelo, P.C. may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change shall prepare and submit a fixed price quotation within ten (10) days.
- G. Contractor may propose a change by submitting a request for change to Fuller and D'Angelo, P.C., describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- H. Computation of Change in Contract Amount:
 - 1. Refer to AIA 201 Article 7.
- I. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Fuller and D'Angelo, P.C. for work falling under a fixed price contract, the amount will be based on Contractors 's price quotation.
 - 2. For change requested by the contractor, the amount will be based on the Contractor 's request for a Change Order as approved by Fuller and D'Angelo, P.C..
 - 3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
 - 4. For change ordered by Fuller and D'Angelo, P.C. without a quotation from , the amount will be determined by Fuller and D'Angelo, P.C. based on the Contractor's substantiation of costs as specified for Time and Material work.
- J. Substantiation of Costs: Provide full information required for evaluation.
 - 1. provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
 - a. For Time and Material work Owner's representative shall verify time and material provided.
- K. Execution of Change Orders: Fuller and D'Angelo, P.C. will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- L. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- M. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- N. Promptly enter changes in Project Record Documents.

1.9 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

- A. When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.
 - 1. Payments will not approved until satisfactory evidence is presented to put the project on schedule.

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1.10 APPLICATION FOR PAYMENT AFTER SCHEDULED COMPLETION DATE

- A. In the event the work is not completed by the schedule date, listed in Section 01 1000 - Summary Summary of Work, and in addition to the other remedies described, the Architect will not review progress payment requisitions submitted after the construction completion date, and the District will not issue any progress payments after that date, until all work is completed.
 - 1. Only one requisition for work performed, after the construction completion date, may be submitted, and it may be submitted only when all work is complete and a Punch List inspection is conducted; said requisition may be submitted when the work at 100% complete, less 5% retainage.

1.11 APPLICATION FOR FINAL PAYMENT

- A. Comply with Section 01 7800
- B. It is understood by the Contractor that the maximum payment due the contractor prior to final payment shall be Ninety (95%) of the Contract amount and the final Five (5%) will be due only after the completion and submittal of all requirements of Section 01 7800 - Closeout Submittals 01780 Closeout Submittals are met, including completion of all "punch list" items.
- C. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7800 - Closeout Submittals are submitted and approved.
 - 2. All "punch list" items have been completed.

END OF SECTION

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PARTIAL RELEASE OF LIEN

SECTION 01 2005
PARTIAL RELEASE OF LIEN

CONTRACTOR/SUBCONTRACTOR/VENDOR'S LETTERHEAD

Name of Facility: Jr./Sr. High School Administration

Address: 200 White Oak Lane

Name of Owner: Edgemont School District

Name of the Contractor/Subcontractor/Vendor: _____

Address: _____

Trade/Vendor: _____

Application # _____ Dated _____.

We certify that we have completed _____ % of our Contract.

Prior to this requisition we have received payment equal to _____ % of our contract amount.

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the above date and to be legally bound hereby:

WITNESS: _____ FIRM: _____

BY: _____

State of New York, County of _____ subscribed and sworn to before me this _____ day of _____ 202 _____

Notary public

My commission expires _____

END OF SECTION

FULLER AND D'ANGELO, P.C.
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**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Cash allowances.
B. Contingency allowance.
C. Payment and modification procedures relating to allowances.

1.3 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.4 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product, installation and overhead to contractor or subcontractor, less applicable trade discounts, less applicable taxes.
B. Contractor Responsibilities:
1. Assist Fuller and D'Angelo, P.C. in selection of products, suppliers, and installers.
2. Obtain proposals from suppliers and installers and offer recommendations.
3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
C. Differences in costs will be adjusted by Change Order.
D. Cash Allowance: Ten Thousand Dollars. (\$10,000).

1.5 CONTINGENCY ALLOWANCE

A. SCHEDULE OF CONTINGENCY ALLOWANCES

1. CONTINGENCY ALLOWANCE

- a. Contingency Allowance GC-1 Asbestos Pipe Fitting Abatement:
a) Description: Removal of additional asbestos containing pipe insulation fittings and installation of new insulation fittings in areas already under containment and not specifically indicated with bid documents.
b) Unit of Measurement: Each.
c) Quantity: Twenty: (20) fittings .
Twenty fittings (20) @ _____ per fitting =

_____ () DOLLARS
- b. Contingency Allowance GC-2 Asbestos Pipe Insulation Abatement:
a) Description: Removal of additional asbestos contain pipe insulation and installation of new insulation in areas already under containment and not specifically indicated in bid documents.
b) Unit of Measurement: Feet.
c) Quantity: Twenty: (20) feet .

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Twenty (20) lineal feet @_____ per lineal foot =

_____() DOLLARS

c. Contingency Allowance GC-3 - Small Containment Area

a) Description: Construct and remove, at completion of work, a small containment area in accordance with Asbestos Abatement Removal specifications at areas not specifically identified in bid documents and removal and reinsulation of five (5) fittings and ten (10) lineal feet of asbestos containing piping insulation.

b) Unit of Measure: Each

c) Quantity: Two (2)

2 Containment areas @_____ each =

_____() DOLLARS

2. TOTAL CONTINGENCY ALLOWANCE

_____() DOLLARS

Note: Include Total Contingency Allowance on Bid Form

END OF SECTION

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**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Number of copies of submittals.
- E. Submittal procedures.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 1000 - Summary of Contracts: Work covered by each contract, occupancy, .
- C. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- D. Section 01 3553 - Security Procedures .
- E. Section 01 7000 - Execution and Closeout Requirements:
- F. Section 01 7800 - Closeout Submittals: Project record documents.

1.4 PROJECT COORDINATION

- A. Project Coordinator: Mr. John McCabe, Director of Facilities .
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation
- C. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair
- D. Cooperate with the Project Coordinator in allocation of mobilization areas of site, for field offices, sheds, access, traffic, and parking facilities.
- E. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- F. During construction, coordinate use of site and facilities through the Project Coordinator.
- G. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- H. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- I. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- J. Make the following types of submittals to Fuller and D'Angelo, P.C. through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.

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5. Design data.
6. Manufacturer's instructions and field reports.
7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Fuller and D'Angelo, P.C. will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Edgemont School District.
 2. Fuller and D'Angelo, P.C..
 3. Consultants.
 4. All contractors.
- C. Agenda:
 1. Execution of Edgemont School District-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of Subcontractors, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract, Owner and Fuller and D'Angelo, P.C..
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
 8. Use of premises by Edgemont School District and Contractor.
 9. Edgemont School District's requirements and occupancy prior to completion.
 10. Construction facilities and controls provided by Edgemont School District.
 11. Temporary utilities provided by Edgemont School District.
 12. Survey existing facilities prior to starting construct.
 13. Security and housekeeping procedures.
- D. Fuller and D'Angelo, P.C. will record minutes and distribute copies within five days after meeting to all participants. Contractor shall distribute to all entities of the Contractor affected by decisions made.

3.2 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum at two week intervals.
- B. Fuller and D'Angelo, P.C. will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Project superintendent, contractor(s), major Subcontractors and suppliers, Edgemont School District, Fuller and D'Angelo, P.C., and Consultants as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.

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4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of delivery schedules.
7. Review of off-site fabrication and delivery schedules.
8. Review construction safety programs.
9. Review exiting and separation of construction
10. Maintenance of progress schedule.
11. Corrective measures to regain projected schedules.
12. Planned progress during succeeding work period.
13. Coordination of projected progress.
14. Maintenance of quality and work standards.
15. Effect of proposed changes on progress schedule and coordination.
16. Other business relating to Work.

3.3 Weekly coordination meetings:

- A. The Contractor shall schedule and hold weekly general project coordination meetings with the Owner's Representative, to review the work schedule for the week in order to insure the planned work does not conflict with facility operations.

3.4 CONSTRUCTION PROGRESS SCHEDULE - See Section 01 3216

3.5 SUBMITTALS FOR REVIEW

- A. All submittals are the product and the property of the Contractor. The Owner, Owner's Representative, or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents
- B. Shop Drawing Submittal Log no later than ten (10) days after award of contract.
- C. Shop Drawing Submittals shall be submitted no later than twenty (20) days after Letter of Award of Contract. No further payments will be made to the contractor after twenty (20) until all of the following submittals are made:
- D. When the following are specified in individual sections, including but not limited to the following, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
 5. Templates.
 6. Contractor's engineering calculations.
 7. Design mix formulas.
 8. Coordination drawings for use on-site).
 9. Standard wiring diagrams.
- E. Submit to Fuller and D'Angelo, P.C. for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- F. Samples will be reviewed only for aesthetic, color, or finish selection.
- G. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.
- H. The Architect shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but

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only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness while allowing sufficient time in the Architect's judgment to permit adequate review. Review of a specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component. The Architect shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Architect, in writing, by the Contractor. The Architect shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

- I. Marking or comments on shop drawings shall not be construed as relieving the Contractor from compliance with the contract project plans and specifications, nor departure therefrom. The contractor remains responsible for details and accuracy for conforming and correlating all quantities, verifying all dimensions, for selecting fabrication processes, for techniques of assembly and for performing their work satisfactorily and in a safe manner.
- J. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- K. Resubmittals: Contractor shall resubmit within 15 working days after receiving submittal.
- L. Allow 10 working days for processing each re submittal.
- M. Architect will review the original submittal and one (1) re submittal. Additional reviews will be additional services provided to the Owner and charged accordingly. The Owner will back charge the contractor accordingly
- N. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- O. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

3.6 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Fuller and D'Angelo, P.C.'s knowledge as contract administrator or for Edgemont School District. No action will be taken.

3.7 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Refer to Section 01 7800 - Closeout Submittals.

3.8 NUMBER OF COPIES OF SUBMITTALS

- A. All submittals shall be in electronic format in PDF format and conforming to the following:
 - 1. Each item shall be in a separate file.
 - 2. Each file name shall start with the specification section number and contain an abbreviated explanation of what it contains; for example:

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3. Add Revision number (Rev2 Rev3, etc) to the file name when resubmitting items, for example:
 4. Use capital letters and spaces to make the names "readable" do not use special characters, underscores, hyphens, etc.
 5. Keep the file names short, no more than 25 characters.
 6. Provide a transmittal with each electronic submittal and list each item that's included.
 7. Provide a Cover Sheet with each item - in the same file as the technical submittal.
 8. Do not add dates to the file names, the files are automatically dated when created..
 9. Do not zip the files, and do not put the files in Folders.
 10. Do not email electronic submittal attachments larger than 5 MB.
 11. Do not email multiple electronic submittals- rather burn the submittals on a CD and send the CD via FedEx or other overnight mail.
 12. Make all technical submittals at one time per trade- refer to the specification for additional submittal requirements for example:
 13. Do not send MSDS with the technical submittals; collate all of the MSDS needed for the entire project in three ring binders, organized by specification section, and submit the binders to the Owner and maintain one copy at the project site.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Fuller and D'Angelo, P.C..
1. After review, produce duplicates.
 2. Approved sample will be retained at the project site.
 3. Retained samples will not be returned to Contractor unless specifically so stated.

3.9 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Shop drawings are the product and the property of the Contractor. The Owner, Owner's Representative,, or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
1. Contractor's submittal of shop drawings certifies that the contractor has reviewed and coordinated this shop drawing and they are in conformance to the plans, specifications, applicable codes and other provisions of the Contract Documents.
- F. Deliver submittals to Fuller and D'Angelo e-mail address and/or Consultants when directed.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for and Fuller and D'Angelo, P.C. and consultants review stamps.

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- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

3.10 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect/Engineer will review each submittal, mark with appropriate "Action".
- C. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Marking: "No Exceptions Taken"
- E. Final-But-Restricted Release: When the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with both the Architect's/Engineer's notations or corrections on the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance.
 - 1. Markings: "Make Correction Noted"
- F. Returned for Re-submittal: When the submittal is marked as follows, do not proceed with the work covered by the submittal, including purchasing fabrication, delivery or other activity. Revise the submittal or prepare a new submittal in accordance with the Architect's/Engineer's notations stating the reasons for returning the submittal; resubmit the submittal without delay. Repeat if necessary to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.
 - 1. Marking: "Revise and Resubmit"
- G. Marking: "Rejected".
- H. Other Action: Where the submittal is returned, marked with the Architect/Engineer's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will not be marked.

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SUBMITTAL COVERSHEET
EDGEMONT SCHOOL DISTRICT
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ARCHITECT:
FULLER AND D'ANGELO, P.C.
45 KNOLLWOOD RD.
ELMSFORD, NY10723

OWNER:
EDGEMONT SCHOOL DISTRICT
300 WHITE OAK LANE
SCARSDALE, NEW YORK 10583

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

FACILITY NAME: JR./SR. HIGH SCHOOL ADMINISTRATION

TYPE OF SUBMITTAL: RE-SUBMITTAL: ☐ NO ☐ YES

☐ SHOP DRAWINGS ☐ PRODUCT DATA ☐ SCHEDULE ☐ SAMPLE

☐ TEST REPORT ☐ CERTIFICATE ☐ COLOR SAMPLE ☐ WARRANTY

SUBMITTAL DESCRIPTION:|'..

PRODUCT NAME: _____

MANUFACTURER: _____

SUBCONTRACTOR/ _____

SUPPLIER: _____

SPEC. SECTION NO.: _____

DRAWING NO(S): _____

PARAGRAPH: _____

RM. OR DETAIL NO(S): _____

CONTRACTOR'S REVIEW STAMP

Contractor Review Statement: These documents
have been checked for accuracy and coordinated
with job conditions and Contract requirements by
this office and have been found to comply with the
provisions of the Contract documents.

Remarks:

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CONSTRUCTION PROGRESS SCHEDULE

**SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.3 RELATED SECTIONS

- A. Section 01 1000 - Summary of Contracts: Work sequence, occupancy, and milestone dates.

1.4 REFERENCES

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; 2004.

1.5 RESPONSIBILITY

- A. General Construction Contractor shall be responsible for preparing and updating their contract progress schedule. Contractor shall coordinate their work with work of their sub-contracts.

1.6 SUBMITTALS

- A. Within Five (5) days after date established in Notice to Proceed or Letter of Award, submit preliminary schedule .
- B. If preliminary schedule requires revision after review, submit revised schedule within 5 days.
- C. Within 5 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Submit updated schedule with each Application for Payment.
- E. Submit under transmittal letter form specified in Section 01 3000.
- F. The contractor(s) are hereby notified that payment requisitions will not be processed by the Architect and Owner's Representative nor paid by the Owner until all schedules are reviewed and approved by the Architect or Owner's Representative.

1.7 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each building or phase and each activity. Identify each activity with the applicable specification section number.
- B. All schedules shall be prepared in electronic format.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.
- B. Based on the preliminary development of the progress schedule and on feedback from it's sub-contractor's, Owner and Architect or whatever updating may have occurred during the project start-up, contractor shall, for the entire work of the contract, prepare the (Master Schedule), secure critical time commitments for performing major elements of all the work.
- C. Initial Master Schedule will serve as Baseline Schedule for the project.

3.2 GENERAL CONTENT.

- A. The contractor shall prepare a schedule for their work and the work of all their sub-contractors..

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- B. Milestones: Include milestone completion dates in schedule, including, but not limited to, Notice of Award, Submittals, Verification of existing conditions, Asbestos/Lead Abatement, Removals, Installation, Substantial Completion, Completion of Punch List, Final Completion, and Closeout
- C. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- D. Identify each item by specification section number.
- E. Identify work of each work area separately and other logically grouped activities.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide legend for symbols and abbreviations used.

3.3 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.4 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Fuller and D'Angelo, P.C. at each submittal.
- B. Evaluate project status in relation to Baseline Schedule to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, indicating revisions necessary to maintain project schedule, and resubmit within 5 days.

3.5 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Update diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Identify any tasks not completed within initial baseline schedule.
- F. Indicate changes required to maintain Date of Substantial Completion.
- G. Submit reports required to support recommended changes.

3.6 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, all prime contractors to Subcontractors, suppliers, Fuller and D'Angelo, P.C., Edgemont School District, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

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SECTION 01 3306
NON-DISCRIMINATION CLAUSES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.
- B. During the performance of this contract, the contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training.
 - 2. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under these clauses hereinafter called "non-discrimination clauses" and requesting such labor union or representative to agree in writing, standing or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color or natural origin. Such action shall be taken with reference, but not limited, to: recruitment, employment job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performance of this contract. If such labor union or representative fails or refuses so to agree in writing the Contractor shall promptly notify the State Commission of Human Rights of such failure or refusal.
 - 3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
 - 4. The Contractor will state, in all solicitation or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
 - 5. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
 - 6. This contract may be forthwith canceled, terminated or suspended, in whole or in part by the Owner upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner or agency of the Owner, until he or it satisfies the State Commission for Human Rights that he or it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the

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Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions or remedies otherwise provided by law.

7. If this Contract is canceled or terminated under the above clause, in addition to other rights of the Owner, provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Owner may withhold payments from the contractors in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
8. The Contractor will include the provisions of these clauses in every sub-contract or purchase order in such a manner that such provisions will be binding upon each sub-contractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Sub-Contract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the Owner.

END OF SECTION

FULLER AND D'ANGELO, P.C.
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SECTION 01 3307
SED SPECIAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies special requirements of State Education Department, including Commissioner's Regulation Part 155.5, 155.7
 - 1. Copies of Commissioner's Regulation Part 155.5, 155.7 are available on the State Education Department's web site. www.p12nysed.gov

1.3 CERTIFICATE OF OCCUPANCY

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a Certificate of Occupancy.

1.4 GENERAL SAFETY AND SECURITY DURING CONSTRUCTION

- A. All construction materials shall be stored in a safe and secure manner.
 - 1. Fences around construction supplies or debris shall be maintained.
 - 2. Gates shall always be locked unless a worker is in attendance, to prevent unauthorized entry.
 - 3. 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.
 - 4. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

1.5 SEPARATION OF CONSTRUCTION

- A. Separation of construction areas from occupied spaces. Construction areas that are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. 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. Metal stud and gypsum board (Type X) must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - 1. A specific stairwell and/or elevator may be assigned for construction worker use during work hours, when approved by the Owner. Workers may not use corridors, stairs or elevators designated for students or school staff.
 - a. 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.
 - b. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each work day. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

1.6 FIRE PREVENTION

- A. There is no smoking on school property for fire prevention and New York State Law.
- B. Any holes in floors or walls shall be sealed with a fire resistant material.
- C. General Contractor shall maintain existing fire extinguishers.
- D. Fire alarm and smoke section systems shall remain in operation at all times.

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1.7 CONSTRUCTION DIRECTIVES

- A. Construction Noise. 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.
 - 1. Construction Fume Control: Each Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
 - 2. Off-Gassing Control. Each Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc., are scheduled, cured or ventilated in accordance with manufacturer's recommendations before a space can be occupied.

1.8 ASBESTOS

- A. Asbestos/Lead Test Asbestos Letter. Indication that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and asbestos.
- B. Asbestos Code Rule 56. Large and small asbestos abatement projects as defined by 8 NYCRR 155.5(k) shall not be performed while the building is occupied. Note: It is SED'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 sealed non combustible construction. The isolated portions (the occupied portion and the portion under construction) of the building must contain separate code compliant exits. The ventilation systems must be physically separated and sealed at the isolation barrier(s).
 - 1. Asbestos TEM. 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.
 - 2. Lead Abatement Projects. A project that contains materials identified to be disturbed which tests positive for lead shall include that information in the Construction Documents. The Construction Documents must address the availability of lead testing data for the building and include a statement that the OSHA regulations be followed and that cleanup and testing be done by HUD protocol.

1.9 Ventilation

- A. The work, as scheduled in the existing building, is to be performed when the facility is unoccupied. In the event that work is required to be performed during times when the building is occupied, all existing ventilation system between areas of work and areas of occupancy shall be disconnected, separated and code complying ventilation requirements be provided the occupied area. Prior to such work commencing the contractor shall submit a plan, for review indicating procedure to be taken. Also see paragraph 1.5 above for additional requirements."

1.10 Electrical Certification:

- A. The electrical Contractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for electrical installation.

1.11 Exiting

- A. Exiting: Work will be performed when school is not in session or after school hours. All exiting will be clear and usable at all times.
- B. All exits shall be clear and usable at all times.
- C. All modifications or changes to the exiting plan shall be approved by the Architect.

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1.12 Construction Worker in occupied areas

- A. No worker shall be permitted in areas occupied by students. If access is required by the contractor's personnel they will be supervised by District personnel. Contractor shall provided 24 hour notice to the Owner when such access will be required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 3553
SITE SAFETY AND SECURITY PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. The purpose of this section is to specify the safety requirements, which must be followed by each Contractor during the execution of this contract.
- B. Each Contractor agrees that the work will be completed with the greatest degree of safety and:
 - 1. To conform to the requirements of the Occupational Safety and Health Act (OSHA) and the Construction Safety Act including all standards and regulations that have been or shall be promulgated by the governmental authorities which administer such acts, and shall hold the Owner, Owner's Representative, the Architect, and all their employees, consultants and representatives harmless from and against and shall indemnify each and everyone of them for any and all claims, actions, liabilities, costs and expenses, including attorneys fees, which any of them may incur as a result of non-compliance.
- C. Security measures including formal security program, entry control, personnel identification, guard service, and miscellaneous restrictions.

1.3 REFERENCES:

- A. Code of Federal Regulations OSHA Safety and Health.

1.4 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary of Contracts: use of premises and occupancy.
- B. Section 01 5000 - Temporary Facilities and Controls: Temporary lighting.

1.5 DEFINITIONS

- A. Public shall mean anyone not involved with or employed by the contractor to perform the duties of this contract.
- B. Site shall mean the limits of the work area.
- C. Contractor shall mean the contractor, his/her subcontractors and any other person related to the contract execution.

1.6 SECURITY PROGRAM

- A. Security and Protection Facilities and Services shall be the responsibility of the each contractor Contractor and all costs shall be included in their bid.
- B. Protect Work, existing premises and Edgemont School District's operations from theft, vandalism, and unauthorized entry.
- C. Coordinate with Edgemont School District's security program.
- D. Initiate program in coordination with Edgemont School District's existing security system at project mobilization.
- E. Maintain program throughout construction period until directed by Fuller and D'Angelo, P.C..

1.7 ENTRY CONTROL

- A. The existing building contains a security alarm system maintained and operated by the Owner. Access into the existing building shall not be permitted unless the owner is notified and arrangements made to deactivate the system
- B. Restrict entrance of persons and vehicles into Project site and existing facilities.

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- C. Allow entrance only to authorized persons with proper identification.
- D. Maintain log of workers and visitors, make available to Edgemont School District on request.
- E. Edgemont School District will control entrance of persons and vehicles related to Edgemont School District's operations.
- F. Owner shall control entrance of persons and vehicles related to Edgemont School District's operations.
- G. Coordinate access of Edgemont School District's personnel to site in coordination with Edgemont School District's security forces.
- H. Install substantial and durable general temporary enclosure of partially completed areas of construction. Provide locking entrances adequate to prevent unauthorized entrance, vandalism, theft and similar violations of project security.
- I. Traffic Control
 - 1. Each Contractor shall maintain access for emergency vehicles, fireman, and pedestrians from all damage to persons and property within the limits of and for the duration of the contract; all in accordance with the plans and specifications.
 - 2. Conduct construction operations so that the traveling public and pedestrian safety is subjected to a minimum of hazard and delay.
 - 3. Each Contractor shall perform the following additional minimum requirements as directed by Architect/ Engineer:
 - a. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.
 - b. Keep the surface of all pavements used by the public free and clean of all dirt, debris, stone, timber or other obstructions to provide safe traveled ways.
 - c. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.
 - d. Provide all cones, barricades, signs and warning devices as may be required and/or as ordered by the Engineer to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest "FEDERAL MANUAL ON UNIFORM CONTROL DEVICES". USE OF OPEN FLARES IS PROHIBITED.
 - e. Prepare and submit for approval sketch/drawing showing proposed location and type of signs, barricades and devices as required in Par. 6 above.
 - f. Contractor shall cover with steel plates all open trenches at the close of each work day. Such plates to abut each other and be wedged at each end of trench to prevent plates from sliding open
 - 4. Ingress and Egress
 - a. Contractor shall provide and maintain at all times safe and adequate ingress and egress to and from site at existing or at new access points consistent with work, unless otherwise authorized by the Architect/Engineer.
 - 5. If, upon notification by Engineer, contractor fails to correct any unsatisfactory condition within 24 hours of being so directed, Engineer will immediately proceed with adequate forces to properly maintain the project and the entire cost of such maintenance shall be deducted (back charged) from any moneys due the contractor
 - 6. All traffic control costs shall include the base bid of furnishing all labor, material and equipment including the cost of any and all incidental required by job conditions as ordered by Engineer
 - 7. Withholding of Payment
 - a. No payment will be made under Maintenance and Protection of Traffic for each calendar day during which there are substantial deficiencies in compliance with the specification requirements of any subsection of this section, as determined by the Architect/Engineer.

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- b. The amount of calendar day nonpayment will be determined by dividing the lump sum amount bid for Maintenance and Protection of Traffic by the number of calendar days between the date of the contractor commences work and the date of completion, as designated in the proposal, without regard to any extension of time.
- c. In addition, for each calendar day or part thereof of any unsatisfactory work violating the required provisions of any subsection under Traffic Control, liquidated damages will be assessed as listed in the General Conditions.
- d. If Contractor fails to maintain and protect traffic adequately and safely for a period of 24 hours, the Engineer shall correct the adverse conditions by any means he deems appropriate, and shall deduct the cost of the corrective work from any Monies due the Contractor. The cost of this work shall be in addition to the liquidated damages and nonpayment for Traffic Control listed above.
- e. However, where major nonconformance with the requirements of this specification is noted by the Architect/Engineer and prompt contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Architect/Engineer regardless of whether corrections are made by the Engineer as stated in the paragraph above

1.8 FIRE PREVENTION AND CONTROL

- A. Each Contractor shall provide Fire Extinguishers as follows: Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical fires or grease-oil-flammable liquid fires. In other locations provide either type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.
 - 1. All required exits, fire alarm, security, automatic temperature control, PA, sprinkler and similar systems shall be maintained and operable throughout the entire construction contract.
 - a. Contractor(s) will be back-charged for all fines imposed for false alarms or service calls.
- B. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations. Portable fire extinguishers shall be provided by the Construction Contractor and made conveniently available throughout the construction site. Contractor(s) shall notify their employees of the location of the nearest fire alarm box at all locations where work is in progress.

1.9 PERSONNEL IDENTIFICATION

- A. Provide identification badge to each person authorized to enter premises.
- B. Maintain a list of accredited persons, submit copy to Edgemont School District on request.
- C. Require return of badges at expiration of their employment on the Work.

1.10 RESTRICTIONS

- A. Do not allow cameras on site or photographs taken except by written approval of Edgemont School District.

PART 2 PRODUCTS -

2.1 MATERIALS:

- A. Barriers shall be constructed of sturdy lumber having a minimum size of 2 x 4.
- B. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

PART 3 EXECUTION

3.1 GENERAL

- A. In the performance of its contract, each Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

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1. Each Contractor shall, at their own expense, provide temporary structures, place watchmen, design and erect barricades, fences and railings, give warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper or as may be directed.
2. Each Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be done under this contract. Each Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss including but not limited to:
 - a. All employees working in connection with this contract, and other persons who may be affected thereby.
 - b. All the work materials and equipment to be incorporated therein whether in storage on or off site; and including trees, shrubs, lawns, walks, pavements, facilities not designated for removal, relocation or replacement in the course of construction.
- B. Each Contractor's duties and responsibilities for the safety and protection of the work: shall continue until such time as all the work is completed and contractor has removed all workers, material and equipment from the site, or the issuance of the certificate of final completion, whichever shall occur last.
- C. Each Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of the site and nearby homes and facilities shall be reduced to a minimum
- D. It shall be the responsibility of each Contractor to insure that all employees of the contractor and all subcontractors, and any other persons associated with the performance of their contract shall comply with the provisions of this specification.
- E. Each Contractor shall clean up the site daily and keep the site free of debris, refuse, rubbish, and scrap materials. The site shall be kept in a neat and orderly fashion. Before the termination of the contract. Each Contractor shall remove all surplus materials, falsework, temporary fences, temporary structures, including foundations thereof.
- F. Each Contractor shall follow all rules and regulations put forth in the Code of Federal Regulations (OSHA Safety and Health Standards).

END OF SECTION

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PREVAILING WAGE RATES

**SECTION 01 3554
PREVAILING WAGE RATES**

1.1 RELATED DOCUMENTS

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

1.2 PROVISIONS OF LAW DEEMED INSERTED

- A. Each and every provision of law and clauses 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 if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statutes ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all sub-contractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law and the following:
1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.
 2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.
- C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law
- D. The Contractor shall provide and keep certified payroll records at the job site.
- E. Prevailing Wages Schedule for this project can be obtained by the bidders on the DOL web site as follows:
1. <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>.
 2. Click on: "Request for Wage and Supplement Information" (PW39).
 3. View "Previously Requested Prevailing Wage Schedule" using PRC# 2015007881
- F. NOTE THESE WAGE RATES ARE EFFECTIVE UNTIL JUNE 30, of each year. Updated schedules will be available on the Department of Labor web site: www.labor.state.ny.us

END OF SECTION

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Quality assurance submittals.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - Definitions.
- D. Section 01 4219 - Reference Standards.
- E. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.4 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- C. Design Data: Submit for Fuller and D'Angelo, P.C.'s knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Edgemont School District's information.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Fuller and D'Angelo, P.C. and to Contractor.

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1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Fuller and D'Angelo, P.C., provide interpretation of results.
 2. Test report submittals are for Fuller and D'Angelo, P.C.'s knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Edgemont School District's information.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Fuller and D'Angelo, P.C., in quantities specified for Product Data.
1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Fuller and D'Angelo, P.C..
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, for the Edgemont School District's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Fuller and D'Angelo, P.C.'s benefit as contract administrator or for Edgemont School District.
1. Submit report in duplicate within 30 days of observation to Fuller and D'Angelo, P.C. for information.
 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- H. Erection Drawings: Submit drawings for Fuller and D'Angelo, P.C.'s benefit as contract administrator or for Edgemont School District.
1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 2. Data indicating inappropriate or unacceptable Work may be subject to action by Fuller and D'Angelo, P.C. or Edgemont School District.

1.6 REFERENCES AND STANDARDS - See Section 01 4219

1.7 TESTING AND INSPECTION AGENCIES

- A. Edgemont School District will employ and pay for services of an independent testing agency to perform specified testing which is the responsibility of the Owner.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 1. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.

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2. Laboratory: Authorized to operate in New York State.
3. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
4. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Fuller and D'Angelo, P.C. before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Fuller and D'Angelo, P.C. and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Fuller and D'Angelo, P.C. before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Fuller and D'Angelo, P.C. and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Fuller and D'Angelo, P.C. and Contractor of observed irregularities or non-conformance of Work or products.
 5. Perform additional tests and inspections required by Fuller and D'Angelo, P.C..

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6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work .
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Fuller and D'Angelo, P.C. and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Edgemont School District's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Fuller and D'Angelo, P.C..
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Fuller and D'Angelo, P.C.. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.5 OWNER'S TESTING AND INSPECTIONS

- A. Owner will engage a qualified testing agency or special inspector to conduct tests and inspections as the responsibility of and paid for by Owner as follows:
 1. Asbestos inspection and air monitoring.
- B. Contractor shall perform the work in an efficient manner consistent with industry standards. Excessive testing resulting from the contractor's inability to perform efficiently will result in back charges to the contractor.
- C. All re-inspections required for work not properly installed shall be paid for by the contractor.
- D. The Owner will not be liable for any costs or delay claims due to the testing agency or special inspector failure to provide inspection without proper and sufficient notification.
- E. All requests by the contractor for inspection that are cancelled and result in charges to the Owner will be back charged to the contractor.

3.6 CONTRACTOR'S TESTING AND INSPECTION

- A. Testing and Inspections shall be conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction and as indicated in individual Specification Sections as the contractor's responsibility including:
 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.

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2. Notifying Owner's Representative, Architect, and Contractor promptly of irregularities and deficiencies observed in the work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Owner's Representative, and Construction Manager with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.
7. Testing as required by individual specification sections.

3.7 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and roofing, window installation and fasteners, gymnasium flooring and folding partitions, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Fuller and D'Angelo, P.C. 30 days in advance of required observations.
 1. Observer subject to approval of Edgemont School District.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.8 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Fuller and D'Angelo, P.C., it is not practical to remove and replace the Work, Fuller and D'Angelo, P.C. will direct an appropriate remedy or adjust payment.

END OF SECTION

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
REGULATORY REQUIREMENTS

**SECTION 01 4100
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Regulatory requirements applicable to this project are the following:
- B. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- C. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- D. NFPA 101 - Life Safety Code; 2015.
- E. CODES, PERMITS, FEES, ETC
 - 1. The Owner shall file and obtain the Building Permit.
 - 2. Each Contractor shall furnish and pay for all permits, fees and other installation costs required for the various installations by governing authorities and utility companies; prepare and file drawings and diagrams required; arrange for inspections of any and all parts of the work required by the authorities and furnish all certificates necessary to the Architect and Owner as evidence that the work installed under this Section of the Specifications conforms with all applicable requirements of the Municipal and State Codes, National Board of Fire Underwriters, National Electric Code.
 - 3. Any items of work specified herein and shown on the drawings which conflict with aforementioned rules, regulations and requirements, shall be referred to the Architect and Owner for decision, which decision shall be final and binding.
 - 4. The work shall not be deemed to have reached a state of completion until the certificates have been delivered
 - 5. The building is to be constructed under the following Rules and Regulations of the New York State Uniform Fire and Building Codes known as the "Building Codes of the State of New York" and consist of the following:
 - a. Building Code of New York State
 - b. State Education Department Planning Standards, including Commissioner's Regulation Part 155.5, 155.7
 - c. Energy Conservation Construction Code of New York State
 - d. Fire Code of New York State
 - e. Fuel Gas Code of New York State
 - f. Mechanical Code of New York State
 - g. Plumbing Code of New York State
 - 6. Classification of Construction: Type: Type II- B.
 - 7. Occupancy Classification: Education E
 - 8. State Education Department: Planning Standards is applicable to the work. Any conflicts between the Building Codes of New York and the State Education Department Planning Standards, the most restrictive shall apply. Copies of the Planning standards are available at the SED web site.
 - 9. Electrical Certification: The electrical subcontractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for electrical installation.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. Existing Building Code: State of New York.
- H. OSHA Part 1926 Safety and Health Regulations for Construction.

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

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BUILDING
REGULATORY REQUIREMENTS

1.3 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

- A. Effective July 18, 2008 - Pursuant to NYS Labor Law §220-h - On all public work projects of at least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

1.4 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements.

1.5 QUALITY ASSURANCE

- A. Designer Qualifications: Where delegated engineering design is to be performed under the construction contract provide the direct supervision of a Professional Engineer experienced in design of this type of work and licensed in New York.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4216
DEFINITIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.3 DEFINITIONS

- A. Owner: The term "Owner" shall mean Edgemont School District and their duly authorized representative.
 - 1. The word "Owner" and the words "School Board", "City School District", "Board of Education", "Union Free School District", "Central School District", etc., shall have the same meaning.
- B. Architect: The term "Architect" or "Engineer" or the words "Architect/Engineer" shall mean the Professional Architect responsible for the contract documents Fuller & D'Angelo, P.C. Architects & Planners 45 Knollwood Road, Elmsford, N.Y. 10523.
- C. Owner's Representative: The term Owner's Representative shall mean Mr. John McCabe, Director of Facilities
- D. "Approved": The term "approved," 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 the Conditions of the Contract and Section 01 3000 - Administrative Requirements.
- E. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- F. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- G. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- H. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- I. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- J. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- K. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.
- L. The term "Building Code" shall mean the Building Code of the State of New York including all amendments and reference standards to date.

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TOILET RENOVATIONS AND RELATED WORK
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BUILDING
DEFINITIONS

- M. "Work" - Labor, materials, equipment, apparatus, controls, accessories, and all other items customarily furnished and/or required for proper and complete disconnection and reconnection, installation of new work.
- N. "Wiring" - Conduit, fittings, wire, junction and outlet boxes, switches, cutouts, and receptacles and all items necessary or required in connection with or relating to such wiring.
- O. "Concealed" - Embedded in masonry or other construction, installed behind wall furring, within double partitions, or hung ceilings, in trenches, or in crawl spaces.
- P. "Exposed" - Not installed underground or "Concealed" as defined above.
- Q. Furnish: The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations..
- R. Install: The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- S. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- T. Provide: To furnish and install complete and ready for the intended use.
- U. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

SECTION 01 4219
REFERENCE STANDARDS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Requirements relating to referenced standards.

1.3 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions.

1.4 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date for receiving bids, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Fuller and D'Angelo, P.C. before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Fuller and D'Angelo, P.C. shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.5 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract and Section 01100 Summary of Contracts.

1.6 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents, including reference standards in codes having jurisdiction, include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.
- C. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- D. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.

PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

2.1 Abbreviations and Names:

- A. Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries

2.2 AABC -- ASSOCIATED AIR BALANCE COUNCIL

2.3 AHRI -- AIR-CONDITIONING, HEATING, AND REFRIGERATION INSTITUTE

- A. AHRI Directory of Certified Product Performance - Air-Conditioning, Heating, and Refrigeration Institute (AHRI); current edition at www.ahrinet.org.

2.4 ASME -- THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS

- A. ASME A112.6.1M - Supports for Off-the-Floor Plumbing Fixtures for Public Use; 1997 (Reaffirmed 2002).
- B. ASME A112.6.3 - Floor and Trench Drains; 2001 (R2007).
- C. ASME A112.18.1 - Plumbing Supply Fittings; 2012.
- D. ASME A112.19.2 - Ceramic Plumbing Fixtures; 2013.
- E. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
- F. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
- G. ASME B31.9 - Building Services Piping; 2014.

2.5 ASSE -- AMERICAN SOCIETY OF SANITARY ENGINEERING

- A. ASSE 1011 - Hose Connection Vacuum Breakers; 2004.
- B. ASSE 1019 - Performance Requirements for Wall Hydrant with Backflow Protection and Freeze Resistance; 2011.

2.6 AWWA -- AMERICAN WATER WORKS ASSOCIATION

- A. AWWA C110/A21.10 - Ductile-Iron and Gray-Iron Fittings; 2012.
- B. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings; 2012.

2.7 CISPI -- CAST IRON SOIL PIPE INSTITUTE

- A. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste and Vent Piping Applications; 2009 (Revised 2012).
- B. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications; 2011 (Revised 2012).

2.8 GREENSEAL -- GREEN SEAL, INC.

- A. GreenSeal GS-11 - Paints and Coatings; 2013.
- B. GreenSeal GS-36 - Commercial Adhesives; 2011.

2.9 ISFA - INTERNATIONAL SURFACE FABRICATORS ASSOCIATION

2.10 MSS -- MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY, INC.

- A. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.

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REFERENCE STANDARDS

2.11 NECA -- NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

2.12 NSF -- NSF INTERNATIONAL (THE PUBLIC HEALTH AND SAFETY ORGANIZATION)

- A. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
- B. NSF 372 - Drinking Water System Components - Lead Content; 2011.

2.13 PDI -- PLUMBING AND DRAINAGE INSTITUTE

- A. PDI-WH 201 - Water Hammer Arresters; 2010.

2.14 RFCI -- RESILIENT FLOOR COVERING INSTITUTE

2.15 SDI -- STEEL DECK INSTITUTE

- A. SDI (DM) - Publication No.30, Design Manual for Composite Decks, Form Decks, and Roof Decks; 2007.

2.16 TCNA -- TILE COUNCIL OF NORTH AMERICA, INC.

- A. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2015.

END OF SECTION

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
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TEMPORARY FACILITIES AND CONTROLS

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Water service and distribution.
- B. Temporary electric power and light.
- C. Temporary telephone service.
- D. Temporary sanitary facilities.
- E. Temporary Controls: Barriers, enclosures, and fencing.
- F. Vehicular access and parking.
- G. Hoists and temporary elevator use
- H. Waste removal facilities and services.
- I. Construction aids and miscellaneous services and facilities.

1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements for submittals.
- B. Section 01 7000 - Execution and Closeout Requirements for progress cleaning requirements.

1.4 REFERENCE STANDARDS

1.5 REFERENCES

- A. Refer to guidelines for Bid Conditions for "Temporary Job Utilities and Services" as prepared jointly by AGC and ASC for recommendations.

1.6 QUALITY ASSURANCE

- A. Regulations: The contractor 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
- B. Standards: The 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."

1.7 PROJECT CONDITIONS

- A. General: The contractor shall provide each temporary service and facility ready for use at each location, when first needed to avoid delays in performance of work. Maintain, expand as required, and modify as needed throughout the progress of the work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- B. Temporary Use of Permanent Facilities: Regardless of previously assigned responsibilities for temporary services and facilities, the Installer of each permanent service or facility shall assume responsibility for its operation, maintenance and protection during use as a construction service or facility prior to the Owner's acceptance and operation of the facility.

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- C. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload, and do not permit temporary services and facilities to interfere with the progress of work, or occupancy of existing facility by owner. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
- D. Temporary Construction and Support Facilities: Maintain temporary facilities in a manner to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary facilities in a sanitary manner so as to avoid health problems.
- E. Security and Protection: Maintain site security and protection facilities in a safe, lawful, publicly acceptable manner. Take measures necessary to prevent site erosion.

1.8 DIVISION OF RESPONSIBILITIES

- A. The contractor is responsible for the following:
 - 1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
 - 2. Plug-in electric power cords and extension cords required for its own work.
 - 3. Supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 4. Special power requirements for installation of its own work.
 - 5. Its own field office, if required, complete with necessary furniture, utilities, and telephone service.
 - 6. Its own storage and fabrication sheds.
 - 7. All hoisting and scaffolding for its own work.
 - 8. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 - 9. Collection and disposal of all equipment and material removed.
 - 10. Collection of general waste and debris and disposing into containers provided by Contractor
 - 11. Secure lockup of its own tools, materials and equipment.
 - 12. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
 - 13. First Aid Station and Supplies.
 - 14. Temporary enclosure of the building for openings created by the completion of their work.
 - 15. Barricades, warning signs, and lights required to protect areas of their work.
- B. Contractor is responsible and pays all costs for the following:
 - 1. Temporary telephone service.
 - 2. Temporary toilets, including all supplies.
 - 3. Containers for hazardous and non-hazardous waste and debris generated by their work.
 - 4. Disposal of their waste containers.
 - 5. Site/construction enclosure fence to enclose their material storage and work areas.
 - 6. Temporary Protection for existing flooring, from altered areas to exits.
 - 7. Temporary dustproof partitions.
- C. Temporary Lighting: The Contractor shall provide and pay all costs to provide local switching of temporary lighting, spaced to allow lighting to be turned off in patterns to conserve energy, retain light suitable for work-in-progress, access traffic, security check and project lock-up for all contracts .
 - 1. Provide in any areas where existing lighting is removed.
- D. The Contractor(s) shall maintain all existing systems, including but not limited to, power, lighting, fire alarm, intercom, etc., within the existing building operational at all times for Owner occupancy and construction.

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TEMPORARY FACILITIES AND CONTROLS

1.9 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to the Owner or the Architect, Engineer or the Owner's Representative. The Architect and Owner will not accept a prime contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.
 - 1. Water Service Use Charges: Water from the Owner's existing water system may be used without metering, and without payment for use charges.
 - 2. Electric Power Service Use Charges: Electric power from the Owner's existing system may be used without payment of use charges.

1.10 TELECOMMUNICATIONS SERVICES

- A. The contractor shall provide and pay for its own telephone service. Provide mobile phone service for all field superintendents and foreman.

1.11 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Toilets: Use of the Owner's existing toilet facilities will not be permitted
- C. Maintain daily in clean and sanitary condition.
- D. At end of construction, return facilities to same or better condition as originally found.
- E. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs.
 - 1. Responsibilities: The Contractor is responsible for temporary sanitary facilities and their maintenance, including supplies. .
 - 2. Supply and maintain toilet tissue, paper towels, paper cups and other disposable materials as appropriate for each facility, including Owner's Representative's temporary offices. Provide covered waste containers for used material.
 - 3. Install self-contained toilets to the extent permitted by governing regulations.

1.12 BARRIERS

- A. Responsibility: General construction barriers required for the project shall be the responsibility of the General Construction
- B. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations .
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.13 FENCING

- A. The contractor shall be responsible for its own fencing, if required to enclose any materials stored on site.
- B. Construction: Commercial grade chain link fence.
- C. Locate where indicated, or if not indicated, enclosed portions of the site determined to be sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except through entrance gates.
 - 1. Self-supporting fence with movable bases may be used when approved by the Owner and Architect
 - 2. Coordinate location and size with Owner's representative.

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1.14 INTERIOR ENCLOSURES AND PROTECTION

- A. Temporary Dustproof Partitions: General Construction Contractor shall provide dustproof partitions to separate work area from occupied sections of building. Partitions shall be full height metal stud surfaced with minimum 1/2" Type X gypsum board.
 - 1. Where isolated work is being performed by a sub-contractor the contractor performing the work shall be responsible for protecting the occupied areas from the work areas as directed by the Architect
- B. Refer to Section 01 7330 - Selective Removals for additional requirements.
- C. Interior Existing Finishes Protection: Contractor shall provide protection from damage caused by their construction activities to all existing finishes to remain.
 - 1. Protection shall be adequate to protect adjacent finishes from damages and shall be provided at a level matching the construction operation occurring.
 - 2. Provide protection extending from work areas to the exterior or to refuse containers.

1.15 SITE SAFETY AND SECURITY PROCEDURES- See Section 01 3553

1.16 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with Edgemont School District.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing parking areas may be used for construction parking. Locations and restrictions as determined by the owner.

1.17 WASTE REMOVAL

- A. See Section 01 7419 - Waste Management, for additional requirements.
- B. The Contractor shall provide containers, at grade, sufficient for the depositing of non-hazardous/non-toxic waste materials for all work, and shall remove such waste materials from project site as required or directed by the Owner's representative.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Contractors shall not utilize the Owner's bins or dumpsters.
- C. The Contractor shall broom clean the work area at the end of each work day.
 - 1. If the contractor fails to clean areas at the end of each work day the Owner shall perform the cleaning and back charge the contractor accordingly.
- D. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- E. Provide containers with lids. Remove trash from site periodically.
- F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- G. The contractor shall be responsible for daily cleaning up of spillage and debris resulting from its operations and from those of its subcontractors; and shall be responsible for complete removal and disposition of hazardous and toxic waste materials.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- H. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

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- I. Provide rodent proof containers located on each floor level to encourage depositing of garbage and similar wastes by construction personnel.
- J. Site: The Contractor shall maintain Project site free of waste materials and debris.
- K. Installed Work: Keep installed work clean. The Contractor shall clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- L. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- M. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- N. Work Areas: The Contractor shall clean areas daily where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- O. The Contractor is responsible to provide dust protection for their construction-related activities.
- P. If daily cleaning and dust protection is not provided the Contractor will be back charged for cleanup performed by employees of the Owner or a separate contractor retained by the Owner.

1.18 HOISTS AND TEMPORARY ELEVATOR USE

- A. The Contractor shall provide facilities for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. Section of type, size and number of facilities is the Contractor's option. Truck cranes and similar devices used for hoisting are considered tools and equipment and not temporary facilities
- B. Elevator Use: Owner's existing elevator may not be used by the Contractor.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.3 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements: Product quality monitoring.
- B. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

1.4 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
- C. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
- D. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- E. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- F. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- G. Warranty in paragraph below is manufacturer's standard and may have exclusions and limitations that do not suit Project. Check warranties and specify special warranties if manufacturers' warranties are not suitable.
- H. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

1.5 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
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BUILDING
PRODUCT REQUIREMENTS

1. Submit within 10 days after date of Notice of Award.

1.6 ASBESTOS

- A. Asbestos: All products, materials, etc., used in conjunction with this Project shall be Asbestos-Free.
 1. Contractor shall provide a letter to the Owner stating that no asbestos containing material has been used in this project.

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TOILET RENOVATIONS AND RELATED WORK
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PRODUCT REQUIREMENTS

SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST No. _____

(After the Bidding Phase)

Project: Toilet Renovations and Related Work

Substitution Request Number: _____

From: _____

Date: _____

A/E Project Number: 20381.00

Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution:

Manufacturer: _____ Address: _____ Phone: _____

model no.: _____

Installer: _____ Address: _____ Phone: _____

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

Differences between proposed substitution and specified product:

Point-by-point comparative data attached - REQUIRED

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: ____ No ____ Yes; explain

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: ____ No ____ Yes Add _____ Deduct _____ days.

Supporting Data Attached: ____ Drawings ____ Product Data ____ Samples ____ Tests Reports

The Undersigned certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.

Same warranty will be furnished for proposed substitution as for specified product.

Same maintenance service and source of replacement parts, as applicable, is available.

Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.

Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.

Proposed substitution does not affect dimensions and functional clearances.

Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

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Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments:

A/E's REVIEW AND ACTION

____ Substitution approved - Make submittals in accordance with Specification Section 01330

____ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.

____ Substitution rejected - Use specified materials.

____ Substitution Request received too late - Use specified materials.

: _____ Date: _____

Additional Comments: __ Contractor __ Subcontractor __ Supplier __ Manufacturer __ A/E

END OF SECTION

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

SECTION 01 6116
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Requirement for installer certification that they did not use any non-compliant products.
- B. VOC restrictions for product categories listed below under "DEFINITIONS."
- C. All products of each category that are installed in the project must comply; Edgemont School District's project goals do not allow for partial compliance.

1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.

1.4 DEFINITIONS

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
 - 1. Adhesives, sealants, and sealer coatings.
 - 2. Wood flooring.
 - 3. Paints and coatings.
- B. Interior of Building: Anywhere inside the exterior weather barrier.
- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.5 REFERENCE STANDARDS

- A. CAL (CHPS LEM) - Low-Emitting Materials Product List; California Collaborative for High Performance Schools (CHPS); current edition at www.chps.net/.
- B. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- C. UL (GGG) - GREENGUARD Gold Certified Products; UL Environment; current listings at <http://http://productguide.ulenvironment.com/QuickSearch.aspx>.
- D. GreenSeal GS-36 - Commercial Adhesives; 2011.
- E. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.
- F. SCS (CPD) - SCS Certified Products; current listings at www.scs-certified.com.

1.6 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
- C. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- D. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

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BUILDING
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All VOC-Restricted Products: Provide products having VOC content of types and volume not greater than those specified in State of California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions From Various Sources Using Small-Scale Environmental Chambers.
1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current GREENGUARD Children & Schools certification; www.greenguard.org.
 - b. Current SCS Floorscore certification; www.scs-certified.com.
 - c. Current SCS Indoor Advantage Gold certification; www.scs-certified.com.
 - d. Product listing in the CHPS Low-Emitting Materials Product List at www.chps.net/manual/lem_table.htm.
 - e. Current certification by any other agencies acceptable to CHPS.
 - f. Report of laboratory testing performed in accordance with CHPS requirements for getting a product listed in the Low-Emitting Materials Product List; report must include laboratory's statement that the product meets the specified criteria.
 2. Product data submittals showing VOC content are NOT acceptable forms of evidence.
- B. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No. 1168.
1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- C. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current GreenSeal Certification.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Edgemont School District reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Edgemont School District.
- B. All additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

FULLER AND D'ANGELO, P.C.
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**SECTION 01 7000
EXECUTION**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Inspections prior to start of work.
- B. Examination, preparation, and general installation procedures.
- C. Requirements for alterations work, including selective demolition and asbestos/lead abatement.
- D. Construction layout.
- E. General installation of products.
- F. Progress cleaning.
- G. Protection of installed construction.
- H. Correction of the Work.
- I. Pre-installation meetings.
- J. Cutting and patching, including concrete surfaces damaged by window removal.
- K. Cleaning and protection.
- L. Final Cleaning.
- M. Starting of systems and equipment.

1.3 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 3553 - Security Procedures.
- F. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- G. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties .
- H. Section 07 5323 - EPDM Roofing for temporary protection during roofing removals
- I. Section 07 8400 - Firestopping.
- J. Section 08 5113 - Aluminum Windows for temporary protection during window removals.
- K. Section 08 4313 - Aluminum-Framed Storefronts for temporary protection during window removals.
- L. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.

1.4 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

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TOILET RENOVATIONS AND RELATED WORK
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BUILDING
EXECUTION

- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Edgemont School District or separate Contractor.

1.6 PROJECT CONDITIONS

- A. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Edgemont School District.
- B. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 - 2. Indoors: Limit conduct of especially noisy interior work to after school hours.
- C. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.7 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. After Edgemont School District occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Edgemont School District's activities.
- D. Alterations: Where applicable, requirements of the contract documents apply to alteration work in the same manner as to new construction. Refer to drawings for specific requirements of alteration work. Primarily, alterations can be described as normal architectural, mechanical and electrical alterations. Contractors shall review phasing and scheduling of the work to understand that certain areas of work must be completed and occupied prior to start of other work. This is essential to the Owner in their ability to maintain the educational programs during construction.

1.8 CODES, PERMITS, FEES, ETC. Refer to Section 01410 Regulatory Requirements

1.9 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

- A. Effective July 18, 2008 - Pursuant to NYS Labor Law §220-h - On all public work projects of at least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

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PART 2 PRODUCTS

2.1 MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.
- D. Barriers shall be constructed of sturdy lumber having a minimum size of 2 x 4.
 - 1. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Prior to start of construction take photographs, video's or similar documentation as evidence of existing project conditions as follows:
 - 1. Interior views: Each room and areas where work is being performed.
 - 2. Exterior views: Where work is being performed.
- B. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- D. Examine and verify specific conditions described in individual specification sections.
- E. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

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

3.3 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Fuller and D'Angelo, P.C. five days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Fuller and D'Angelo, P.C., Edgemont School District, participants, and those affected by decisions made.

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3.4 REMOVAL AND DUST CONTROL

- A. The following procedures shall be followed when removals will create dust:
 - 1. **Asbestos and lead containing material shall be removed as per asbestos and lead abatement sections of the specifications.**
 - 2. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).
 - 3. Windows directly below, above and adjacent to the work area shall be closed.
 - 4. Provide tarps on the outside of the building, where applicable, to catch all dust, debris and paint chips when items are being removed and installed.
 - 5. Floor surfaces shall be provided with a minimum of one layer of six mil plastic.
 - 6. All air vents in the room shall be closed, shut off and sealed.
 - 7. Access to all rooms undergoing removals shall be restricted to prevent unauthorized entry.
 - 8. All moveable objects will be moved away from the vicinity of the removals by the Contractor. The Contractor shall cover with a drop cloth.
 - 9. Contractor shall provide labor for daily cleanup on the interior and the exterior of the building as required or directed by the Owner's Representative. Any visible debris shall be removed prior to the on a daily basis.
 - a. Only wet cleaning methods and/or HEPA vacuuming shall be used to clean.
 - 10. All debris shall be disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 5000 - Temporary Facilities and Controls and asbestos and lead abatement sections for containers required.
 - 11. Do not leave any openings unprotected at end of work day or during periods of excessive cold weather or precipitation.
 - 12. At completion of each work area HEPA vacuumed and wet wiped.
 - 13. All corridors used by Contractors shall be mopped and left clean daily.

3.5 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.6 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Fuller and D'Angelo, P.C. before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
- D. Remove existing work as indicated and as required to accomplish new work.

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1. Remove items indicated on drawings.
 2. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 3. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 2. Repair adjacent construction and finishes damaged during removal work.
 3. Patch as specified for patching new work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.7 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

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- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- G. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
 - 4. Concrete that has been damaged by window removal, surface areas shall be patched with the following:
 - a. "Rapid Set WunderFixx" as manufactured by CTS Cement Manufacturing Corporation, www.ctscement.com.
 - b. Apply in accordance with the manufacturer's instruction.
- H. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

3.8 SPECIAL REQUIREMENTS

- A. All existing systems are required and shall remain operational during the performance of the work.
- B. Notwithstanding anything contained in the Contract Documents to the contrary, the contractor shall not be permitted to disrupt operation of any building system or any of the services without Owner's prior written consent, which shall not be unreasonably withheld. Any request to perform such work shall be in writing, received by Owner and Architect no less than 5 working days prior to the commencement of the request for disruption, and shall detail:
 - 1. The exact nature and duration of such interruption;
 - 2. The area of the Building affected, and;
 - 3. Any impact upon the Construction Schedule caused by such proposed temporary disruption. All Work shall be performed during the hours and on the days set forth in the Specifications.

3.9 FIRE PREVENTION AND CONTROL Refer to Section 01 3553

3.10 WATCHMAN

- A. The Owner will not provide watchman. Each Contractor will be held responsible for loss or injury to persons or property or work where his work is involved and shall provide such watchman and take such precautionary measures as he may deem necessary to protect his own interests.

3.11 SECURITY SYSTEM Refer to Section 01 3553

3.12 VERIFICATION OF CONDITIONS

- A. All openings, measurements, door frames, existing conditions and other similar items or conditions shall be field measured prior to submission of any shop drawings or manufacturers literature for approval.
 - 1. Each Contractor shall investigate each space into and through which equipment must be moved. Equipment shall be shipped from manufacturer in sections, of size suitable for moving through restricted spaces. Where sectional fabrication and or delivery cannot be achieved, openings, enlargements etc shall be provided by each contractor whose equipment requires access, at no additional cost to the Owner.

3.13 PROGRESS CLEANING Refer to Section 01 5000 Temporary Facilities and Controls

3.14 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.

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- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.15 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.16 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Edgemont School District's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.17 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.18 FINAL CLEANING

- A. Final cleaning shall be the responsibility of the Each Contractor and all costs for final cleaning shall be included in the Base Bid. Final cleaning responsibility shall be limited to all new additions and areas where renovations occur.
- B. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Edgemont School District prior to final completion before Edgemont School District occupancy.

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- C. Use cleaning materials that are nonhazardous.
- D. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,
- E. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- F. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- G. Clean debris from roofs, gutters, downspouts, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- J. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- K. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- L. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- M. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- N. Remove labels that are not permanent.
- O. Touch up and otherwise repair and restore marred, exposed finishes and surfaces evidence of repair or restoration. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show
- P. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- Q. Leave Project clean and ready for occupancy.
- R. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

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SECTION 01 7330
SELECTIVE REMOVALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK:

- A. Location of selective removal work is indicated on drawings only in a general manner and it is not all inclusive in the overall scope of removal work. Each Contractor shall provide all inclusive removals required for new and renovated work.
 - 1. Each Contractor will be responsible for all related removals and re-work of the existing systems, as required for new work.

1.3 SUMMARY

- A. This Section includes but is not limited to the following:
 - 1. Demolition and removals of selected portions of a building or structure.
 - 2. Repair procedures for selective removals operations.
- B. Construction Contractor, including but not limited to:
 - 1. Removal of asbestos containing material where indicated.
 - 2. Removal of portions of existing building indicated on drawings and as required to accommodate new construction.
 - 3. Removal of interior partitions, flooring and ceilings.
 - 4. Removal of doors and frames.
 - 5. Removal of existing roofing.
 - 6. Cutting of new openings where indicated and /or required to accommodate new work.
 - 7. Patching of all areas of cutting and removals.
 - 8. Firestopping as specified in Section 07840.
 - 9. Cutting and patching as Specified in Section 01700
- C. Roofing Contractor including but not limited to
 - 1. Removal of asbestos containing material where indicated
 - 2. Removals of roofing system, facias and flashing.
 - 3. Firestopping as specified in Section 07841
 - 4. Cutting and patching as Specified in Section 01700
- D. HVAC, Plumbing and Electrical Contractors including but not limited to:
 - 1. Refer to Divisions 22, 23, and 26 for additional selective removals required by each respective mechanical and electrical contractor.
 - 2. Removal of existing equipment piping, ducts, and conduits.
 - 3. Cutting of new openings where indicated and /or required to accommodate new work.
 - 4. Cutting, and removals required for installation of new HVAC, plumbing, and electrical.
 - 5. Relocation of pipes, conduits, ducts, and other mechanical and electrical work.
 - 6. Patching of all areas of cutting and removals.
 - 7. Firestopping as specified in Section 07840
 - 8. Cutting and patching as Specified in Section 01731

1.4 RELATED SECTIONS:

- A. Division 1 Section "Summary of Contracts" for use of the premises and phasing requirements.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.

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- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 01 5000 - Temporary Facilities and Controls for temporary construction and environmental-protection measures for selective removals operations.
- F. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- G. Section 01 7330 - SELECTIVE REMOVALS.
- H. Section 07 8400 - Firestopping.
- I. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.
- J. Division 22, 23, and 26 Sections for demolishing, cutting, patching, or relocating mechanical items.

1.5 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
 - 1. Protect construction indicated to remain against damage and soiling during selective removals.
- D. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.6 SUBMITTALS

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Schedule of selective removals Activities: Indicate the following:
 - 1. Detailed sequence of selective removals and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective removals. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre demolition Conference: Conduct conference at Project site to comply with requirements in Section 01 3000 - Administrative Requirements. Review methods and procedures related to selective removals 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 removals schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

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1.8 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective removals area. Conduct selective removals so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 - 2. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
- C. Hazardous Materials: Hazardous materials are present in building to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- D. Storage or sale of removed items or materials on-site will not be permitted.

1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective removals, by methods and with materials so as not to void existing warranties.
 - 1. Existing roofing is under warranty. Remove material by sub contractors authorized and approved by manufacture.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
 - 3. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective removals required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective removals and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
- D. Protect existing site improvements, appurtenances, and landscaping to remain.

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- E. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- F. Provide protection to ensure safe passage of people around selective removals area and to and from occupied portions of building.
- G. Provide temporary weather protection, during interval between selective removals of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- H. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective removals operations.
- I. Cover and protect furniture, furnishings, and equipment that have not been removed.
- J. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- K. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- L. The following procedures shall be followed when ceilings, partitions are removed and do not contain asbestos:
 - 1. Asbestos and lead containing material shall be removed as per asbestos and lead abatement sections of the specifications.
 - 2. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62)..
 - 3. Windows directly below, above and adjacent to the work area shall be closed.
 - 4. Provide tarps on the floor of the space to catch all dust, debris etc are being removed
 - 5. All existing casework, furniture, books, computers and similar shall be provided one layer of six mil plastic.
 - 6. All air vents in the room shall be closed and/or shut off and sealed.
 - 7. Access to all rooms undergoing removals shall be restricted to prevent unauthorized entry.
 - 8. All moveable objects will be moved from the room by the Owner. The Contractor shall cover floor with a drop cloth or similar protection approved by the Architect..
 - 9. Contractor shall provide labor for daily cleanup on the interior and exterior of the building as required or directed by the Owner's Representative. Refer to Section 01500 for additional requirements Any visible debris shall be removed on a daily basis. Only wet cleaning methods and/or HEPA vacuuming shall be used to clean.
 - 10. All debris disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01500 "Temporary Facilities" for containers required.
 - 11. At completion of the work in each area the area shall be HEPA vacuumed and wet wiped.
 - 12. All corridors used by Contractors shall be protected and mopped and left clean daily

3.3 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- B. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- D. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

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- E. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective removals operations. Return adjacent areas to condition existing before selective removals operations began.

3.4 SELECTIVE REMOVALS Refer to Section 01 7330

3.5 PATCHING AND REPAIRS Refer to Section 01731

3.6 SPECIAL REQUIREMENTS

- A. All existing systems are required and shall remain operational during the performance of the work.
- B. Notwithstanding anything contained in the Contract Documents to the contrary, the contractor(s) shall not be permitted to disrupt operation of any building system or any of the services without Owner's prior written consent, which shall not be unreasonably withheld. Any request to perform such work shall be in writing, received by Owner and Architect no less than 5 working days prior to the commencement of the request for disruption, and shall detail:
 - 1. The exact nature and duration of such interruption;
 - 2. The area of the Building affected, and;
 - 3. Any impact upon the Construction Schedule caused by such proposed temporary disruption. All Work shall be performed during the hours and on the days set forth in the Specifications.
 - 4. All required shutdowns shall be performed after hours or weekend.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.8 CLEANING

- A. Sweep the building broom clean on completion of selective removals operation.

END OF SECTION

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SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

- A. Edgemont School District requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood.
 - 5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 6. Glass.
 - 7. Paint.
 - 8. Plastic sheeting.
 - 9. Rigid foam insulation.
 - 10. Windows, doors, and door hardware.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

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- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 2. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 - 3. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.1 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.

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- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Edgemont School District, and Fuller and D'Angelo, P.C..
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.4 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion:
 - 1. Prepare a list of items to be completed and corrected, the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner's Representative and Architect of pending insurance changeover requirements.
 - 3. Obtain and submit releases permitting Owner, Owner's Representative, and Architect unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- B. Prior to issuance of the Certificate of Substantial Completion, submit, in writing, a request to the Owner's Representative and Architect a request to perform site inspection for the purpose of preparing a "punch list".
- C. On receipt of request Owner's Representative and Architect will prepare a punch list. Certificate of Substantial Completion after completion of all punch list items or will notify Contractor of items, either punch list list or additional items identified by Architect, that must be completed or corrected before certificate will be issued
- D. Certificate of Substantial Completion will be issued after completion of **all punch list items** or Owner's Representative and Architect will notify Contractor of items, either punch list or additional items identified by Architect, that must be completed or corrected before certificate will be issued. After completion of "punch list" items submit the following:
 - 1. Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed the following:
 - 2. Warranties (guarantees).
 - 3. Maintenance agreements
 - 4. Test/adjust/balance records.
 - 5. Maintenance Manuals and instructions.
 - 6. Start-up performance reports.
 - 7. Changeover information related to Owner's occupancy, use, and maintenance
 - 8. Final cleaning.

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9. Advice on shifting insurance coverage.
 10. List of incomplete Work, recognized as exceptions to Architect's "punch list". .
 11. Architect's punch list certifying all punch list items have been completed and signed off by the Owner's Representative and Contractor.
 12. Removal of temporary facilities and services.
 13. Removal of surplus materials, rubbish and similar elements.
 14. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work
- E. Request re inspection when the Work identified in previous inspections as incomplete is completed or corrected.
1. If necessary, re inspection will be repeated and the contractor shall pay for all additional inspections.
 2. Results of completed inspection will form the basis of requirements for Final Completion

1.5 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will not process a final Certificate for Payment until after the inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - a. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- B. Following Final Inspection acceptance of work submit the following:
1. Submit a final Application for Payment according to Division 1 Section 01 2000.
 2. Submit certified copy of Architect's Substantial Completion punch list items endorsed and dated Contractor and Owner's Representative certifying each item has been completed or otherwise resolved for acceptance.
 3. Update final statement, accounting for final changes to the Contract Sum.
 4. Release of liens from contractor and all entitles of contractor.
 5. Consent of Surety to Final Payment AIA Document G707 .
 6. Final Liquidated Damages settlement statement.
 7. Contractor's Affidavit of Release of Liens (AIA G706A).
 8. Contractors Affidavit of Payment of Debts and Claims (AIA G706)
 9. Certification of Payment of Prevailing Wage Rates.
 10. Contractor's certified statement that no asbestos containing material was incorporated into the project.
 11. Underwriters Certificate.
 12. Asbestos waste manifest.

1.6 SUBMITTALS

- A. Contractor shall submit all documentation identified in this section within twenty (20) days from the time the Contractor submits the list of items to be corrected, as referred to in Article 9.8.2 of the General Conditions, "in addition to other rights of the Owner set forth elsewhere in the Contract Documents, to include but not limited to withholding of final payment." If the documentation has not been submitted within sixty 60 day period, the Owner will obtain such through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner, provided the Owner has advised the

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Contractor of this action thirty 30 days prior to the culmination date and again, seven 7 days prior to the culmination date by written notice

- B. Project Record Documents: Submit documents to Fuller and D'Angelo, P.C. with claim for final Application for Payment.
- C. Operation and Maintenance Data:
 - 1. Refer to individual sections for other requirements.
 - 2. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Fuller and D'Angelo, P.C. will review draft and return one copy with comments.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- D. Warranties and Bonds:
 - 1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Edgemont School District.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.2 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and approved Shop Drawings at the project site.
- B. The Contractor is responsible for marking up Sections that contain its own Work and for submitting the complete set of record Specifications as specified.
- C. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - 1. Accurately record information in an understandable drawing technique.
- D. Content: Types of items requiring marking include, but are not limited to, the following:
 - 1. Revisions to details shown on Drawings.
 - 2. Changes made by Change Order or Construction Change Directive.
 - 3. Changes made following Architect's written orders.

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- 4. Details not on the original Contract Drawings.
- E. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- F. Mark important additional information that was either shown schematically or omitted from original Drawings.
- G. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

3.3 Record CAD Drawings:

- A. Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect and Owner's Representative. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
 - 1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 - 2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 - 3. Refer instances of uncertainty to Architect through Owner's Representative for resolution.
- B. Owner will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - 1. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 - 2. CAD Software Program: The Contract Drawings are available in Auto CAD 2007.

3.4 FORMAT

- A. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Contractor shall certify and sign.
- B. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
- D. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
- E. Identify Record Drawing as follows:
 - 1. Project name.
 - a. Date.
 - b. Designation "PROJECT RECORD DRAWINGS."
 - c. Name of Architect and Owner's Representative.
 - d. Name of Contractor.
 - e. Contractor shall certify and sign each drawing

3.5 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

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- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.6 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.7 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

3.8 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Edgemont School District's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.

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- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Fuller and D'Angelo, P.C., Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
 - 1. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3.9 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Edgemont School District's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

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