



SPECIFICATIONS FOR

EDGEMONT UNION FREE SCHOOL DISTRICT TOILET RENOVATIONS AND RELATED WORK JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING



JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING

SED PROJECT NO.: 66-04-06-03-0-011-012

F&D PROJECT NO.: 20381.00

OWNER: **EDGEMONT UNION FREE SCHOOL DISTRICT**

ADDRESS: 300 WHITE OAK LANE

CITY: SCARSDALE, NEW YORK 10583

PROJECT NAME: TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING



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

Architects and Planners
45 Knollwood Road Suite 401
Elmsford, NY 10523



ENVIRONMENTAL:
WARREN & PANZER ENG.

228 East 45th Street
New York, NY 10017



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

DATE: BID – FEBRUARY 24, 2021

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EDGEMONT SCHOOL DISTRICT
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LIST OF DRAWING SHEETS

SECTION 00 0115
LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.1 DRAWING INDEX

- A. Drawings are listed on Drawing G-1 for all contracts.
- B. Drawings are the property of the Architect and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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BIDDING REQUIREMENTS

**SECTION 00 2113
BIDDING REQUIREMENTS**

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 DOCUMENT INCLUDES

- A. Bid Documents and Contract Documents
 - 1. Definition
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
- B. Site Assessment
 - 1. Prebid Conference
- C. Qualifications
 - 1. Qualifications
- D. Bid Submission
 - 1. Bid Depository
 - 2. Bid Ineligibility
- E. Bid Enclosures/Requirements
 - 1. Security Deposit
 - 2. Consent of Surety
 - 3. Performance Assurance
 - 4. Non Wick's Law Prime Subcontractors.
 - 5. Bid Form Requirements
 - 6. Bid Form Signature
 - 7. Additional Bid Information
- F. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.3 RELATED DOCUMENTS

- A. Section 00 4100 - Bid Form.
- B. Section 00 4336 - List of Subcontractors.
- C. Section 00 4400 - Contractor's Qualification Statement.
- D. Section 00 4402 - Hold Harmless Agreement.
- E. Section 00 4460 - Certification of Compliance with the Iran Divestment Act or Section 00 4470 Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran
- F. Section 00 6000 - Bonds and Certificates.
- G. Section 00 4476 – Insurance Certification.
- H. Section 01 2100 - Allowances.

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1.4 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Edgemont School District, 300 White Oak Lane, Scarsdale, New York 10583 before 11:00 AM local daylight time on the 6th day of April 2021.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

1.5 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete the Toilet Renovations at the Jr./Sr. High School Administration Building located at 300 White Oak Lane, Scarsdale, NY 10583 for a Stipulated Sum contract, in accordance with the Contract Documents.

1.6 NEW YORK STATE WICK'S LAW

- A. This project is exempt from the New York State Wick's Law separate bid requirements.
- B. Refer to Section 00 4336 List of subcontractors for further requirements.

1.7 LUMP SUM BIDS

- A. Bids will be received for one (1) prime contract:
 - 1. **General Construction** , Plumbing, HVAC and Electric.

1.8 CONTRACT TIME

- A. Perform the Work within the time stated in Section 01 1000 - Summary of Contracts.
- B. All work for this project shall not commence prior to the issuance of Letter of Award by the Owner. The items of work shall be scheduled and completed as stated in Section 01 1000 "Summary of Contracts". Failure to complete the work within scheduled time(s) shall be subject to liquidated damages.
- C. Each Contractor shall complete its portion of the Project work within such Contract Time as will assure the substantial completion of the Project by all contracts, in accordance with the sequence of work described in Section 01 100 "Summary of Contracts". The attention of the bidders is specifically directed to the provisions of the General Conditions of the Contract that time is of the essence to the Contract and that on no account will the contractor be permitted to assert a claim for damages for delay

1.9 BID DOCUMENTS AND CONTRACT DOCUMENTS

- A. Definitions: All definitions set forth in the General Conditions of the Contract are applicable to these Instructions to Bidders.
- B. Bid Documents: Include the Contract Documents supplemented with Bidding Requirements Bid Form, Bid securities, the Proposal, Hold Harmless Agreement, Certification of Compliance with Iran Divestment Act, declaration of Bidders Inability to Provide Certification of Compliance, insurance certification and Contractor's Qualification Statement .
- C. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda .
- D. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- E. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.
- F. Bidding Documents include the the Bid Form and Contract Documents including any Addenda issued prior to receipt of bids.

1.10 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number 20381.00, as prepared by Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, NY 10523, and with contents as identified in the Table of Contents.

FULLER AND D'ANGELO, P.C.
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1.11 AVAILABILITY

- A. Bid Documents may be obtained at the office of Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, NY 10523.
- B. One set of Bid Documents on CD, in PDF format, can be obtained by bidders, at no cost for one set.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

1.12 EXAMINATION

- A. Bid Documents may be viewed at the office of Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, NY 10523.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Fuller and D'Angelo, P.C. should the documents be incomplete.
- C. Immediately notify Fuller and D'Angelo, P.C. upon finding discrepancies or omissions in the Bid Documents.
- D. Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more costly method of doing the work, unless he shall have asked for and obtained a decision in writing from the A/E before the submission of his bid, as to what shall govern.

1.13 INQUIRIES/ADDENDA

- A. Direct questions to Fuller and D'Angelo, Architects and Planners, , Refer to Section 00 1115 - RFI Form.
- B. Addenda are written or graphic instruments issued prior to the Bid Date which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, if required, a copy of which will be forwarded to known recipients .
- E. Questions: Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the Work or pertaining to the bid must be directed in writing on the form in Section 00 2115, to the Architect:
Fuller and D'Angelo, P.C.
45 Knollwood Road
Elmsford, NY 10523
Attention: William Means, RA, LEED AP
Voice: 914-592-4444
E-mail: WilliamM@fullerdangelo.com
- F. Answers: The Architect will issue addenda, if necessary, to answer such questions. Bidders shall rely on answers contained in such addenda and shall not rely upon any oral answers given by any employee or agent of the Owner, Architect, and Architect's Consultants

1.14 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product bidders shall comply with the specifications, performance and quality of the specification item. The Architect will not review any substitutions during the bidding period. The bidder assumes all responsibility to meet the requirements and the Architect shall be final authority as to a product is equal to the specification.
- B. See Section 01 6000 - Product Requirements for additional requirements.

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1.15 SITE EXAMINATION

- A. Site Inspection: Bidders may inspect the site at the time of the pre-bid conference, if one is scheduled, or at other times by advance agreement with the Owner. Bidders who do not inspect the site shall be nevertheless responsible for such information as might have been obtained from a reasonable site inspection

1.16 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 9:30 AM on the 9th day of March 2021 at the front of Jr./Sr. HS Admin Building, 200 White Oak Lane, Scarsdale, NY 10583. Prospective bidders are strongly encouraged to attend
- B. Attendance is non mandatory. Bidder are strongly advised to attend.
- C. All bidders, subcontractors and suppliers are invited.
- D. Representatives of Fuller and D'Angelo, P.C. will be in attendance.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

1.17 EVIDENCE OF QUALIFICATIONS

- A. Bidder shall submit with their bid proposal a properly executed Contractor's Qualification Statement in Section 00 4400.
- B. To be considered qualified, in addition to the qualifications listed in the Contractor's Qualification Statement Section 00 4400, bidder must demonstrate to the Owner's satisfaction:
 - 1. The company in whose name the bid is submitted has been in existence under the same name, no less than the previous five (5) years performing or coordinating the Work which they are bidding on.
 - 2. The company has satisfactorily completed no less than five (5) projects of comparable size and type to this project.
 - 3. The company is not currently involved in bankruptcy proceedings.
 - 4. The company is capable of and intends and intends to perform the work with its own employees in accordance with Article 5.2.5 of the General Conditions.
 - 5. The bidder will perform the work with sufficient personnel as required to comply with the schedule.
 - 6. The company and each subcontractor must have a minimum of five (5) years experience in the work and/or applicable trade.
 - 7. Field Superintendent must have at least five (5) years as a working field superintendent and must speak English.
 - 8. All bidders will be required to submit a listing of projects, similar in size and dollar value, including addresses, Owner's name, Architect, date work was performed and any other information which would serve to document its ability to perform the work of the character desired and in time required.
 - 9. The Owner reserves the right to require additional information it deems appropriate concerning the history of the contractor's performance of each such contract.
 - 10. The final determination of whether the contractor possesses the requisite experience rests in the sole discretion of the Owner.
- C. In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid make such certification, either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, ((2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act". Refer to Section 00 4460 & 00 447.

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1.18 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Edgemont School District reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

1.19 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided in the project manual, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Edgemont School District's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. Proposals must be submitted on the Form provided by the Architect included in the project manual with all blanks appropriately filled in. They must be submitted in sealed envelopes bearing on the outside the name and address of the bidder title of the project and trade.
- E. To submit a bid for a bid package, the bidder should photo copy or remove the proposal form for that bid package from the Project Manual. Then the bidder should complete, sign and submit the form as required herein. If a bidder is bidding on more than one bid package, there must be on fully completed and signed form for each package being bid. The bidder should not submit the entire Project Manual with the bid proposal.
- F. All bid prices shall be filled in, both in words and figures. Signatures shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure may be rejected as informal. Additional copies of the Proposal Form will be furnished by the Architect upon request.
 - 1. In case of a discrepancy between the words and figures, the written word, not the figures, will govern.
- G. Bidder's shall not rely on oral statements made by any employee or agent of the Owner, Architect, Architect's consultants or Owner's Representative. Before submitting a proposal, bidders shall fully inform themselves as to all existing conditions and limitations and shall include in the Proposal a sum to cover the cost of all items included in the Contract
- H. No oral or telephonic proposals or modifications of proposals will be considered.

1.20 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Edgemont School District, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Edgemont School District, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Edgemont School District, invalidate the bid.

1.21 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form. or certified check, including alternates, if any.
 - 2. Refer to Section 00600 for additional requirements.
- B. Endorse the Bid Bond in the name of the Edgemont School District as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Edgemont School District of the required Performance and Payment Bond(s) by the accepted bidder.

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- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders .
- F. If no contract is awarded, all security deposits will be returned.

1.22 CONSENT OF SURETY

- A. Submit with the Bid: The attorney in fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power.

1.23 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Shall provide a Performance and Payment bond, as described in Section 00 6000 - Project Forms prior to the execution of the Contract, the bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.
- B. Include the cost of performance assurance bonds in the Bid Amount .
- C. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power

1.24 INSURANCE

- A. There are special insurance requirements on this project. Refer to Article 11 of the General Conditions for a summary description of the required coverages. The Owner reserves the right to refuse the award of a Contract to any apparent low bidder who fails to provide the specified insurance certificates at the required time.
 - 1. The Owner, Architect and Consultants shall be listed as "Additionally Insured" on all applicable policies.
- B. All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that Fuller and D'Angelo, P.C. may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted.

1.25 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

1.26 SALES AND USE TAXES

- A. The Owner is a tax exempt entity, so there shall be no charge for sales or use taxes. The Owner will document this status as requested.

1.27 FEES FOR CHANGES IN THE WORK

- A. Refer to the General Conditions.

1.28 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the

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president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

1.29 EQUIVALENCY CLAUSE

- A. Where, in these specifications, certain kinds, types, brands, or manufacturers of material are named, they shall be regarded as the standard of quality. Where two or more are named the Contractor may select one of those items, subject to meeting the requirements of the specified product.. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the specification, he shall indicate in writing, and prior to award of the contract, what kind, type, brand, or manufacture is included in the base bid for the specified items. Submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner. Contractor shall refer to Section 01 6000 and utilized Substitution Request Form in 01 6000 - Product Requirements.

1.30 NON-DISCRIMINATION

- A. All Contractors and Subcontractors of all tiers and all vendors shall comply with all pertinent provisions of the State, Local and Federal law against discrimination in employment practices. Refer to Section 01306.

1.31 PREVAILING WAGES

- A. New York State law requires the payment of prevailing wages on the project, as listed in 01 3554 - Prevailing Wage Rates.

1.32 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 1. Section 00 4336 - List of Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.
 2. Section 00 6000 - Project Forms for Bid Bond.
 3. Section 00 4400 - Contractor's Qualification Statement.
 4. Section 00 4402 - Hold Harmless Agreement.
 5. Section 00 4460 - Certification of Compliance with the Iran Divestment Act OR: Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act Section 00 4470.
 6. Section 00 4476 - Insurance Certification
- B. The bidder by making his bid represents that he has read and understands the bidding documents.
- C. The bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. Visits to the site shall be arranged through the Architect

1.33 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 45 days after the bid closing date, except as otherwise provided in General Municipal Law §103 (11).

1.34 ACCEPTANCE OF OFFER

- A. Edgemont School District reserves the right to accept or reject any or all offers.
- B. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner, at its discretion to reject a bid if the bidder fails to furnish any required bid security, or to submit the information required

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by the bidding documents, including Section 00 4400 "Qualifications of Bidders", or if the bid is incomplete or irregular.

1.35 POST-BID PROCEDURE

- A. The bid proposal, alternates, unit prices, unit costs, the proposed subcontractors, the Contractor's Qualification Statement, Information received from owners of other projects all will be considered to determine whether the contractor is the "lowest responsible bidder" in making the award. The Owner and Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Such investigation shall begin with a review of the Contractor's Qualification Statement (Section 00440) and shall include such additional information as shall be required herein.
- B. When requested by the Owner, bidders shall furnish all information and data required by the Owner within the time and in the form and manner requested by the Owner. Upon notification from the Owner, the apparent low bidder shall furnish, within three (3) working days after the bid opening, Two (2) copies of the following information in writing:
 - 1. Evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant. The financial statement shall include, but not limited to the following:
 - a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
 - b. Net Fixed Assets:
 - c. Other Assets:
 - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):
 - e. Other Liabilities (e.g., Capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - f. The names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project.
 - g. A bar-chart showing the bidder's proposed plan and schedule to complete the bidder's work in accordance with the milestones and phasing plan (See Section _____)
 - h. The insurance certificates required by the Bid Documents.
 - i. A proposed schedule of values for the bidder's work.
 - j. A proposed list of submittals and a proposed schedule for making them, all keyed to the bar-chart.
 - 2. After receipt of the above information, the Owner will designate a time and place for the meeting between the Owner and Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.
 - 3. The Owner reserves the right to disapprove the use of any proposed Subcontractor, and in such event, the bidder shall submit the name of another Subcontractor in like manner within the time specified by the Owner, as set forth in of the Agreement.
 - 4. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Owner will consider the information received in determining whether or not to accept a proposal.
 - 5. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.

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BIDDING REQUIREMENTS

6. Any bidder whose proposal is accepted will be required to sign the Owner/Contractor Agreement no later than ten (10) days after notification of Award of Bid or five (5) days following receipt of Contract, whichever is later.
7. In the event that the Owner should reject the proposal of the bidder, the Owner may elect to meet with the next lowest bidder and to consider the information as provided above. In the event that the proposal of the next lowest bidder is rejected, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

END OF SECTION

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
RFI FORM

SECTION 00 2115
RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. _____

F&D RFI NO: _____

(F&D USE)

NAME OF PROJECT: Toilet Renovations and Related Work
Jr./Sr. High School Administration

NAME OF OWNER: Edgemont School District

DATE: _____

A/E PROJECT NO: 20381.00

ARCHITECT: Fuller and D'Angelo, P.C.

45 KNOLLWOOD ROAD

ELMSFORD, NEW YORK 10523

TEL: 914.592.4444 FAX: 914.592.1717

FROM (CO. NAME): _____

CONTACT NAME: _____

SUBJECT: _____

DISCIPLINE/TRADE: _____

DWG./SPEC. REFERENCE: _____

QUESTION: _____

___ FIELD CONDITION _____

___ DRAWING/SPEC _____

___ DISCREPANCY _____

___ OWNER CHANGE _____

___ CLARIFICATION _____

___ CONTRACTOR'S SUGGESTION (IF APPLICABLE): _____

ANSWER

ARCHITECT'S SIGNATURE: _____ DATE: _____

Note: review and any responses to this request for information by the architect/engineer is strictly for design intent only and does not constitute acknowledgement or acceptance of any cost or schedule implications unless specifically presented by the contractor. By submission of this request for information, the contractor assumes all responsibility in the absence of an approved change order or work directive.

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

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
BID FORM

**SECTION 00 4100
BID FORM**

TO:

Edgemont School District
300 White Oak Lane
Scarsdale, New York 10583

FOR:

Toilet Renovations and Related Work
Jr./Sr. High School Administration
200 White Oak Lane,
Scarsdale, New York 10583
General Construction and Related Work including Asbestos Abatement, Plumbing, HVAC and Electrical.

SUBMITTED BY: _____
Bidder's Full Name _____
Address _____
City, State, Zip _____

1.1 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Bidding Requirements and the Contract Documents prepared by Fuller and D'Angelo, P.C. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1. TOTAL BASE BID
 - a. The Base Bid of this Proposal for all work required by the Contract Documents for the **Toilet Renovations and Related Work is as follows:**

_____ (\$ _____) DOLLARS
2. CASH ALLOWANCE
 - a. The total CASH Allowance as indicated in Section 01 2100 - Allowances is as follows:
Ten Thousand _____ (\$10,000.00) DOLLARS
3. CONTINGENCY ALLOWANCE
 - a. The total Contingency Allowance as indicated in Section 01 2100 - Allowances is as follows:

_____ (\$ _____) DOLLARS

Note: Attach Section 01 2100 - Allowances itemized contingency list.

- B. TOTAL BASE BID
 1. The Total Base Bid of this Proposal for all work required by the Contract Documents for the Toilet Renovations and Related Work and related work is as follows:
- C. _____ \$ _____), DOLLARS
(The Total Base Bid is sum of 1.1.A.1, 1.1.A.2. , and 1.1.A.3)
- D. The undersigned further understands and agrees that he is to furnish and provide all the necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature

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

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION
BUILDING
BID FORM

required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the drawings and specifications and any addenda thereto, and to accept in full compensation therefore the amount of the Total Bid stated, modified by such additive- or deductive alternatives, if any as are accepted by the Owner.

- E. We have included the required security Bid Bond as required by the Instruction to Bidders.
- F. All applicable federal taxes are included and State of New York taxes are included in the Bid Sum.

1.2 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.
- B. If this bid is accepted by Edgemont School District within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Edgemont School District by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.3 REJECTION OF BIDS

- A. The undersigned agrees that the Owner shall have the right to accept or reject any or all bids

1.4 CONTRACT TIME

- A. If this Bid is accepted, we will:
 - 1. Complete all the work covered by this Proposal with a commencement date of NO EARLIER THAN Award of Contract by Owner. Work shall be phased as indicated in 01 1000 - Summary Failure to complete each phase of work by dates indicated will result in liquidated damages as stated in the AIA 201-2007 General Conditions of the Contract.

1.5 CHANGES TO THE WORK

- A. Refer to General Conditions.

1.6 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.

1.7 BID FORM SUPPLEMENTS

- A. The following information is included with bid proposal and submission:
 - 1. Subcontractors: In accordance with Section 00 4336 List of Subcontractors, .
 - 2. Allowances: In accordance with Section 01 2100.
- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. Section 00 6000 - Bid Bond.
 - 2. Section 00 4336 - List of Subcontractors, as required, by Non Wick's law provision.
 - 3. Section 00 4400 - Qualifications of Bidders .
 - 4. Section 00 4402 - Hold Harmless Agreement
 - 5. Section 00 4460 - Certification of Compliance with the Iran Disinvestment Act OR
 - 6. Section 00 4470 - Declaration of Bidder's Inability to Provide Certification of Compliance .
 - 7. Section 00 4476 - Insurance Certification.
 - 8. Section 01 2100 - Allowances: Itemized contingency allowance list.

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

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
BID FORM

1.8 NON-COLLUSIVE BIDDING CERTIFICATION

- A. By submission of this bid or proposal:
1. the undersigned bidder and the person or persons signing on behalf of the bidder, and should this bid be a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.9 BIDDER'S FURTHER AFFIRMATION AND DECLARATION

- A. The above named bidder and should this bid be a joint bid each party thereto, further affirm and declares:
1. That said bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein above named, has any interest in this bid or in the contract proposed to be entered into.
 2. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.
 3. That said bidder is not in arrears to the Edgemont School District upon debt or contract, and is not a defaulter, as surety or otherwise upon any obligation to the said Edgemont School District
 4. That no member of the Edgemont School District or any officer or employee of the Edgemont School District or person whose salary is payable in whole or in part from the said school district treasury, or the spouse of any foregoing is or shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
 5. That he/she has carefully examined the site of the work and that, from his/her own investigations, he/she has satisfied him/herself as to the nature and location of the work, and character, quality and quantity of materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
 6. That if a corporation, this bid or proposal containing the Non-Collusive Binding Certification and the foregoing Affirmation and Declaration has been authorized by the Board of Directors of such Corporation, which authorization includes the signing and submission of this bid or proposal and the inclusion therein of the said Certificate of Non-Collusion and Affirmation and Declaration as the Act and Deed of the Corporation.

1.10 BID FORM SIGNATURE(S)

The Corporate Seal of
(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

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

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION
BUILDING
BID FORM

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Subscribed and sworn before me this day of ____ 20 ____

Notary Public: _____

My Commission Expire: _____

END OF BID FORM

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

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

**SECTION 00 4336
LIST OF SUBCONTRACTORS**

PARTICULARS

1.1 NEW YORK STATE WICK'S LAW

- A. Effective July 1, 2008, construction contracts of one million five hundred thousand dollars (\$1,500,000.00) or less will not require the preparation of separate contracts for plumbing and gas fitting; steam heating, hot water heating, ventilation and air conditioning apparatus; and electric wiring and standard illuminating fixtures
- B. Each bidder on a public work contract, where the preparation of separate contracts is not required, shall submit with its bid, **in a separate sealed envelope**, a list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed upon amount to be paid to each for: (a) plumbing and gas fitting; (b) steam heating, hot water heating, ventilation and air conditioning apparatus; and (c) electric wiring and standard illuminating fixtures.
- C. After the low bid is announced, the sealed list of subcontractors submitted with the bid shall be opened and the names of such subcontractors shall be announced. Thereafter, any changes of subcontractors or agreed-upon amount to be paid to each shall require the approval of the Owner upon a showing of legitimate construction need for such change.
- D. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

1.2 LIST OF SUBCONTRACTORS

- A. Herewith is the list of subcontractors referenced in the bid submitted to be provide by the bidder as applicable

1.3 (BIDDER) _____

1.4 TO (OWNER) Edgemont School District

1.5 Dated _____ and which is an integral part of the Bid Form.

- A. The following work will be performed (or provided) by Subcontractors and coordinated by us:
- B. WORK SUBJECT SUBCONTRACTOR NAME And AMOUNT
 - 1. GENERAL CONSTRUCTION _____ (\$ _____) DOLLARS
 - 2. HVAC _____ (\$ _____) DOLLARS
 - 3. PLUMBING _____ (\$ _____) DOLLARS
 - 4. ELECTRICAL _____ (\$ _____) DOLLARS

Note: If work is to be performed by bidder's own forces indicate "By Bidder".

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
QUALIFICATIONS OF BIDDERS

**SECTION 00 4400
QUALIFICATIONS OF BIDDERS**

1.1 EXPERIENCE AND QUALIFICATIONS OF THE BIDDER:

- A. Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of this project for which a bid is submitted
- B. A description of its experience with projects of comparative size, complexity, and cost, together with documentary evidence showing that said projects were completed to the owner's satisfaction and were completed in a timely fashion;
- C. Documentation from each of the projects it has performed capital work in the last five (5) years concerning the bidder's:
 - 1. timeliness of performance of the work of the project
 - 2. evidence that the project was completed to the Owner's satisfaction;
 - 3. whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;
 - 4. whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;
 - 5. whether any liens were filed on the project by subcontractors or material suppliers of the bidder;
 - 6. whether the bidder was defaulted on the project by the owner; (vii) whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;
 - 7. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.
 - 8. Documentation evidencing the bidder's existence under the same name for the last five (5) years.

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
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BUILDING
QUALIFICATIONS OF BIDDERS

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

2. Type of Business Entity

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

4. For how many years has the bidder done business under its present name?

5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.

6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

6b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations.

7. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

8. During the three year period preceding the submission of this bid, has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

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QUALIFICATIONS OF BIDDERS

9. During the five year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

10. During the five year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

11. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

12. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

13. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability

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BUILDING
QUALIFICATIONS OF BIDDERS

coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

15. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

16. Has the bidder bid on any projects for the period September 1, 2005 to present? If the answer to this question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project.

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TOILET RENOVATIONS AND RELATED WORK
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QUALIFICATIONS OF BIDDERS

18. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

19. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going project. If the answer to this question is yes, list the project for which the surety provided supervisory services.

Dated: _____ By: _____
(Signature)

(Print Name and Title)

Sworn to before me this

day of _____, 20____.

Notary Public

END OF SECTION

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
HOLD HARMLESS AGREEMENT

SECTION 00 4402
HOLD HARMLESS AGREEMENT

_____ herein the "CONTRACTOR"
assumes responsibility for any and all injury to or death of any and all persons all injury to or death of
any and all persons, including the CONTRACTOR'S agents, servants and employees, and in addition
thereto, for any and all damages to property caused by or resulting from or arising out of any act or
omission in connection with this contract or the prosecution of work hereunder, whether caused by the
CONTRACTOR or the CONTRACTOR'S agents, servants or employees, or the CONTRACTOR'S
subcontractors or suppliers, and the CONTRACTOR shall indemnify and hold harmless the owner, the
Edgemont School District, and the architect) Fuller and D'Angelo, P.C. and their Consultants from and
against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims
or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. The
CONTRACTOR if requested, shall assume and defend at the CONTRACTOR'S own expense, any suit,
action or other legal proceedings arising therefrom, and the CONTRACTOR hereby agrees to satisfy, pay
and cause to be discharged of record any judgment which may be rendered against the owner or architect
arising therefrom.

Dated at _____ this day of 201____ .

Signed, Sealed and Delivered SIGNED

in the presence of: BY:

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

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

CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT

AS A RESULT OF THE IRAN DIVESTMENT ACT OF 2012 (THE "ACT"), CHAPTER 1 OF THE 2012 LAWS OF NEW YORK, A NEW PROVISION HAS BEEN ADDED TO STATE FINANCE LAW (SFL) § 165-A AND NEW YORK GENERAL MUNICIPAL LAW § 103-G, BOTH EFFECTIVE APRIL 12, 2012. UNDER THE ACT, THE COMMISSIONER OF THE OFFICE OF GENERAL SERVICES (OGS) WILL BE DEVELOPING A LIST OF "PERSONS" WHO ARE ENGAGED IN "INVESTMENT ACTIVITIES IN IRAN" (BOTH ARE DEFINED TERMS IN THE LAW) (THE "PROHIBITED ENTITIES LIST"). PURSUANT TO SFL § 165-A(3)(B), THE INITIAL LIST IS EXPECTED TO BE ISSUED NO LATER THAN 120 DAYS AFTER THE ACT'S EFFECTIVE DATE AT WHICH TIME IT WILL BE POSTED ON THE OGS WEBSITE. BY SUBMITTING A BID IN RESPONSE TO THIS SOLICITATION OR BY ASSUMING THE RESPONSIBILITY OF A CONTRACT AWARDED HEREUNDER, EACH BIDDER/CONTRACTOR, ANY PERSON SIGNING ON BEHALF OF ANY BIDDER/CONTRACTOR AND ANY ASSIGNEE OR SUBCONTRACTOR AND, IN THE CASE OF A JOINT BID, EACH PARTY THERETO, CERTIFIES, UNDER PENALTY OF PERJURY, THAT ONCE THE PROHIBITED ENTITIES LIST IS POSTED ON THE OGS WEBSITE, THAT TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT EACH BIDDER/CONTRACTOR AND ANY SUBCONTRACTOR OR ASSIGNEE IS NOT IDENTIFIED ON THE PROHIBITED ENTITIES LIST CREATED PURSUANT TO SFL § 165-A(3)(B). ADDITIONALLY, BIDDER/CONTRACTOR IS ADVISED THAT ONCE THE PROHIBITED ENTITIES LIST IS POSTED ON THE OGS WEBSITE, ANY BIDDER/CONTRACTOR SEEKING TO RENEW OR EXTEND A CONTRACT OR ASSUME THE RESPONSIBILITY OF A CONTRACT AWARDED IN RESPONSE TO THIS SOLICITATION MUST CERTIFY AT THE TIME THE CONTRACT IS RENEWED, EXTENDED OR ASSIGNED THAT IT IS NOT INCLUDED ON THE PROHIBITED ENTITIES LIST. DURING THE TERM OF THE CONTRACT, SHOULD THE SCHOOL DISTRICT RECEIVE INFORMATION THAT A BIDDER/CONTRACTOR IS IN VIOLATION OF THE ABOVE-REFERENCED CERTIFICATION, THE SCHOOL DISTRICT WILL OFFER THE PERSON OR ENTITY AN OPPORTUNITY TO RESPOND. IF THE PERSON OR ENTITY FAILS TO DEMONSTRATE THAT HE/SHE/IT HAS CEASED ENGAGEMENT IN THE INVESTMENT WHICH IS IN VIOLATION OF THE ACT WITHIN 90 DAYS AFTER THE DETERMINATION OF SUCH VIOLATION, THEN THE SCHOOL DISTRICT SHALL TAKE SUCH ACTION AS MAY BE APPROPRIATE INCLUDING, BUT NOT LIMITED TO, IMPOSING SANCTIONS, SEEKING COMPLIANCE, RECOVERING DAMAGES OR DECLARING THE BIDDER/CONTRACTOR IN DEFAULT. THE SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY BID OR REQUEST FOR ASSIGNMENT FOR A BIDDER/CONTRACTOR THAT

FULLER AND D'ANGELO, P.C.
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EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT

**APPEARS ON THE PROHIBITED ENTITIES LIST PRIOR TO THE AWARD OF A CONTRACT AND
TO PURSUE A RESPONSIBILITY REVIEW**

**WITH RESPECT TO ANY BIDDER/CONTRACTOR THAT IS AWARDED A CONTRACT AND
SUBSEQUENTLY APPEARS ON THE
PROHIBITED ENTITIES LIST.**

**I, _____, BEING DULY SWORN, DEPOSES AND SAYS THAT
HE/SHE IS THE**

**_____ OF THE _____ CORPORATION AND
THAT NEITHER THE**

**BIDDER/ CONTRACTOR NOR ANY PROPOSED SUBCONTRACTOR IS IDENTIFIED ON THE
PROHIBITED ENTITIES LIST.**

SIGNED

SWORN TO BEFORE ME THIS

_____ DAY OF _____

201____

**NOTARY PUBLIC: _____
END OF SECTION**

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE

SECTION 00 4470

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE
WITH THE IRAN DIVESTMENT ACT**

**BIDDERS SHALL COMPLETE THIS FORM IF THEY CANNOT CERTIFY THAT THE BIDDER
/CONTRACTOR OR ANY PROPOSED**

**SUBCONTRACTOR IS NOT IDENTIFIED ON THE PROHIBITED ENTITIES LIST. THE DISTRICT
RESERVES THE RIGHT TO**

**UNDERTAKE ANY INVESTIGATION INTO THE INFORMATION PROVIDED HEREIN OR TO
REQUEST ADDITIONAL INFORMATION**

FROM THE BIDDER.

NAME OF THE BIDDER: _____

ADDRESS OF BIDDER: _____

HAS BIDDER BEEN INVOLVED IN INVESTMENT ACTIVITIES IN IRAN?

**DESCRIBE THE TYPE OF ACTIVITIES INCLUDING BUT NOT LIMITED TO THE AMOUNTS AND
THE NATURE OF THE INVESTMENTS**

(E.G. BANKING, ENERGY, REAL ESTATE)

IF SO, WHEN DID THE FIRST INVESTMENT ACTIVITY OCCUR?

HAVE THE INVESTMENT ACTIVITIES ENDED?

IF SO, WHAT WAS THE DATE OF THE LAST INVESTMENT ACTIVITY?

IF NOT, HAVE THE INVESTMENT ACTIVITIES INCREASED OR EXPANDED SINCE APRIL 12, 2012?

**HAS THE BIDDER ADOPTED, PUBLICIZED, OR IMPLEMENTED A FORMAL PLAN TO CEASE THE
INVESTMENT ACTIVITIES IN**

IRAN AND TO REFRAIN FROM ENGAGING IN ANY NEW INVESTMENTS IN IRAN?

**IF SO, PROVIDE THE DATE OF THE ADOPTION OF THE PLAN BY THE BIDDER AND PROOF OF
THE ADOPTED RESOLUTION, IF**

ANY AND A COPY OF THE FORMAL PLAN.

**IN DETAIL, STATE THE REASONS WHY THE BIDDER CANNOT PROVIDE THE CERTIFICATION
OF COMPLIANCE WITH THE IRAN**

DIVESTMENT ACT BELOW (ADDITIONAL PAGES MAY BE ATTACHED):

**I, _____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS THE
_____ OF**

**THE _____ CORPORATION AND THE FOREGOING IS TRUE AND
ACCURATE.**

SIGNED

SWORN TO BEFORE ME THIS

_____ DAY OF _____

201__

NOTARY PUBLIC: _____

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
INSURANCE CERTIFICATION

SECTION 00 4476
INSURANCE CERTIFICATION

BID OR PROJECT NO. # _____ **NAME OF PROJECT:** _____

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

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

INSURANCE REPRESENTATIVE: _____

ADDRESS: _____

Are you an agent for the companies providing the coverage?

Yes _____ No _____

DATE: _____

Insurance Representative

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid: and if it is not, the Ossining UFSD may reject my bid and award to the next lowest bidder.

FIRM NAME: _____

ADDRESS: _____

DATE: _____

Bidder's Signature

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

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

SECTION 00 5200
FORM OF AGREEMENT

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 FORM OF AGREEMENT

- A. AIA Document A101, Owner-Contractor Agreement Form - Stipulated Sum 2007 Edition, forms the basis of Contract between the Owner and Contractor A draft copy is attached.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 01 4216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AIA® Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2021

BETWEEN the Owner:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583

and the Contractor:

for the following Project:

Toilet Renovations and Related Work
Jr./Sr. High School Administration Building

The Architect:

Fuller and D'Angelo, P.C.
Architects and Planners
45 Knollwood Road - Suite 401
Elmsford, N.Y. 10523

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

- EXHIBIT A INSURANCE
- EXHIBIT B LIST OF DRAWINGS
- EXHIBIT C LIST OF SPECIFICATIONS
- EXHIBIT D CONTRACTORS PROPOSAL

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

☒ A date set forth in a Letter of Award issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of the Letter of Award.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

As indicated in 01100-Summary of Contracts or for various phases, if any, of work and overall completion.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
N/A	

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

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.4 Unit Cost Allowances if any:

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

As indicated in Article 8 of the General Conditions

§ 4.6 Other:

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments (Refer to Section 01 2000 Price and Payment Procedures for Additional Requirements)

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

§ 5.1.1.1 Provide a separate application for each school building. Include the SED and Fuller and D'Angelo's project numbers.

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the

amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed in accordance with Section 01 2000 Price and Payment Procedures.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner will withhold five percent (5%) as retainage, from the payment otherwise due.

§ 5.1.7.2 The Contractor agrees that maximum payment shall be 95% of the total Contract Sum. The balance of Contract, (Final Payment) shall not be made until all Punch List Items are completed and Close-Out Documents are submitted and approved by the Architect.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract, completed all punch list items and submitted all Close-Out requirements and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued to the Owner by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall not bear interest.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

☒ X] Litigation in a court of competent jurisdiction

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

Article 14.4 of the General Conditions

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. John McCabe
Edgemont Union Free School District
Director of Facilities
300 White Oak Lane
Scarsdale, New York 10583

§ 8.3 The Contractor's representative:

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

§ 8.5 Insurance

§ 8.7 Other provisions:

«»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance
- .5 Drawings

Number	Title	Date
Refer to Exhibit B		

- .6 Specifications

Section	Title	Date	Pages
Refer to Exhibit C			

.7 Addenda, if any:

Number

Date

Pages

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

.8 Other Exhibits:

.9 Other documents, if any, listed below:

Exhibit D

Date

Pages

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

« »« »

(Edgemont UFSD

« »« »

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SECTION 00 6000
BONDS

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. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.

1.2 BID BOND:

- A. A Bid Bond will be required for this project. The American Institute of Architects Document A310, 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to TEN (10%) percent of the total amount of the bid including alternates, or a Bid Bond in the amount of TEN (10%) of the bid, including alternates, payable to the Owner, and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee be retained by the Owner shall be the difference between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work.
 - 1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be Best "Secured" rated or better.
- B. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.
 - 1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

1.3 PERFORMANCE AND PAYMENT BOND:

- A. A Performance and Labor and Material Payment Bond will be required for this project. The bond premiums will be paid for by the Contractor.
- B. The American Institute of Architects, AIA Document A312, 2010 entitled "Performance and Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.
- C. Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner, and shall be underwritten by a surety company authorized to do business in the State of New York.
- D. Every Bond under this paragraph must display the Surety's Bond Number.
- E. Each bond must be accompanied by an original Power of Attorney, giving the name of attorney's in fact and extent of bonding capacity.
- F. The Surety Company shall be obligated for the bonds for a two year period after substantial completion.
- G. All Surety Companies shall be permitted to do business in the State of New York and be A.M. Best Rating of "Secured" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category.
- H. A rider including the following provisions shall be attached to each Bond
 - 1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change,

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

extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.
3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

END OF SECTION

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

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583

BOND AMOUNT: \$**PROJECT:**

Edgemont Union Free School District
Toilet Renovations at Jr. Sr. High School Admin Building

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

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

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

ADDITIONS AND DELETIONS:

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

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

Signed and sealed this day of ,

(Contractor as Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

Init.
/

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.
3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

ADDITIONS AND DELETIONS:

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

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the

Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.
3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.
3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

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CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

EDGEMONT SCHOOL DISTRICT
TOILET RENOVATIONS AND RELATED WORK
JR./SR. HIGH SCHOOL ADMINISTRATION BUILDING
GENERAL CONDITIONS

**SECTION 00 7200
GENERAL CONDITIONS**

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 FORM OF GENERAL CONDITIONS

- A. The General Conditions applicable to this contract is attached following this page.
- B. AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, attached, is the General Conditions between the Owner and Contractor and has been revised. All deletions and additions have been incorporated, and is hereby made a part of the specifications. All references to the General Conditions within these specifications shall mean "General Conditions of the Contract for Construction" the American Institute of Architects, A.I.A., Document A201, 2007 Edition, as revised.

1.3 RELATED REQUIREMENTS

- A. Section 00500 - Form of Agreement

1.4 Section 01 4216 - Definitions.

END OF DOCUMENT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Toilet Renovations and Related Work
Jr./Sr. High School Administration Building

THE OWNER:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583

THE ARCHITECT:

Fuller and D'Angelo, P.C.
Architects and Planners
45 Knollwood Road – Suite 401
Elmsford, NY 10523

TABLE OF ARTICLES

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2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(2035306593)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

(Paragraphs deleted)

16 NO DAMAGES FOR DELAY

(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.2.4 In the event of conflict, ambiguity and/or unclear circumstances between any of the requirements of the Contract Documents, the requirement that is most inclusive of the highest quality and/or of the highest cost shall govern. The Contractor herewith agrees that no extra compensation shall be awarded to him, since he herewith received specific instructions to the procedure and values of the work.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will to establish the protocols for the development, use, transmission, and exchange of digital data. Neither the Owner, Architects or its agents are obligated to provide any available digital data or information to the contractor.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Refer to Section 01 4216 for additional definitions.

(Paragraphs deleted)

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for the building permit, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures. All permits required from local agencies required for construction shall be paid for by the Contractor.

(Paragraphs deleted)

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. Refer to Section 01 4216 for additional definitions.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has

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been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors including subcontractors of a subcontractor.

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor is solely responsible for managing labor and labor relations, including labor disputes or concerted activity, direct or indirect, without any delays or interference with the work schedule and/or other contractors at the site. No delay in the performance of the Work shall be excused by reason of labor problems affecting the Contractor or any subcontractor. In the event of strikes or labor disputes by other separate prime contractors, or other contractors performing work for the Owner under other Contracts, each contractor shall continue with its work and provide all necessary manpower as required to maintain the schedule and completion dates of the project.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Any request by the Contractor to make modifications to the work or substitutions shall not in any way cause or result in the delay of the ordering of any materials or equipment or the scheduling of the Work. Any such request shall require a minimum of thirty days' notice to the Owner and Architect and shall include full documentation of all costs and the time necessary. The full cost of any request by the Contractor for a modification or substitution, including but not limited to the cost of fees for the review of such request by the Owner and Architect or legal counsel and any delay time, shall be borne by the Contractor. Refer to Section 01 2500 Substitution Procedures

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Should any disorderly, incompetent, or objectionable person be hired or employed by a Contractor, upon or about the premises of the Owner, for any purpose or in any capacity, he shall upon the request of the Architect, be discharged from the work, and not again be employed thereon without the written permission of the Architect.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In the event of a conflict between provisions of the contract documents, provisions providing for the longest warranty period shall apply.

§ 3.5.2 The warranties set forth herein shall survive termination of this Contract.

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

§3.5.2.2 All new installations, assemblies, systems, equipment, and labor and materials installed by this Contractor shall be guaranteed against all defects and failures for a minimum period of 2 years from the date of final completion.

§3.5.2.3 For the above stated time periods from the date of final completion, the Contractor shall, at his own expense, promptly repair and put into first class condition any workmanship and materials in which defects may develop, and shall, at his own expense, promptly replace all defective equipment, apparatus, fixtures and materials, to the full satisfaction of the Owner.

§3.5.2.4 The date of final completion of all work shall be stated in writing by the Engineer/Architect, and as acknowledged in writing by the Contractor.

§3.5.2.5 During the guarantee period, the Contractor shall be responsible for all costs, incurred in making the defective work good, both for labor and materials, and for all resulting injuries and damages to the building and to equipment.

§3.5.2.6 The guarantee provided by the Contractor is in addition to any warranty provided by equipment and material manufacturer. The Contractor's guarantee period shall not negate the longer guarantee period provided by equipment and material manufacturers.

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

§3.5.2.8 The Contractor for itself and its successors and assigns, warranties to the Owner and their successors and assigns:

- a. The Warranty shall remain in effect for a period of time specified by appropriate Divisions of Specifications.
- b. The Contractor will make good at its own cost and expense all defects and all damage caused to the Owner, in all Work and all trades required by the Contract Documents for Warranty Work. All corrections to defective Work shall be made at the convenience of the Owner.

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

§ 3.6 Taxes

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

§ 3.6.2 Contractor shall pay all applicable local, state, federal and other taxes and licenses.
Add the following for public projects

§ 3.6.3 This project will be considered tax exempt and Contractors shall not include sales tax in their proposal. Owner shall provide required exempt documentation when requested.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided Paragraph 2.2.1 in the Contract Documents, the Contractor shall secure for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or by the municipality in which the project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2

(Paragraphs deleted)

Refer to Section 01 2100 Allowances for payments and Allowances.

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and

communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be at the site at all times when work is being performed and fluent in English.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent including addresses and telephone numbers of the members of his organization who can be contacted in the event of an off-hours emergency at the building site. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules Refer to Section 01 3216 or 01 3000 for additional requirements

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Revisions to schedule shall be approved by the Owner.

§ 3.10.1.1 All of the dates provided for in any of the schedules prepared by the Contractor and submitted to the Architect, including all milestone and submittal dates, shall be considered to be "time of the essence" and may not be changed or modified without the Owner and Architect's specific written approval.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. All shop drawings are the product and property of the Contractor.

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 3.12.11 Comply with Submittal Procedures. If this Section conflicts with Section 01300, Section 01300 shall control

3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. . Refer to Section 01731 and Section 1700 for additional requirements.

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to occupancy the Owner must perform custodial cleaning of the work area. If the Contractor has not removed construction debris, equipment, tool etc. which will prevent the Owner to perform custodial cleaning the Contractor will be back charged for additional cleaning costs incurred by the Owner.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

(Paragraph deleted)

§3.18.1 Indemnity Agreement - Compliance with the foregoing requirements as to insurance shall not relieve the contractor from liability under the indemnity agreement set forth in the general conditions as amended

§3.18.1.1 To the fullest extent permitted by law, contractor shall defend, indemnify, and hold harmless the owner, the

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owner's representative, the architect, the architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including, but not limited to, attorneys fees and disbursements, arising out of or resulting from performance of the work, including, but not limited to, such claims, damages, losses and expenses attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the general conditions or supplementary general conditions.

§3.18.1.2 In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party indemnifying shall in addition to other obligations, pay the cost to the party requesting indemnification or seeking enforcement and enforcing this indemnity requirement including, but not limited to attorney's fees.

§3.18.1.3 In addition, to the extent not covered above, the contractor or subcontractor shall defend, indemnify and hold harmless the owner, the owner's representative, and the architect, the architect's consultants, and agents and employees of any of them, from any and all claims, losses, damages, suits, obligations, fines, penalties, costs, charges and expenses, which may be imposed or incurred by or asserted against any of them by reason of any act or omission of such contractor, or any subcontractor, or any person or firm directly or indirectly employed by such contractor with respect to violations of OSHA requirements, rules and/or regulations

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and to perform such inspections and observations as are necessary to allow the Architect to review and approve change orders, claims of any kind and interim and general requisitions for payment, all in accordance with the applicable provisions of the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's

failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.8.1 Neither the Owner, Owner's Representative nor Architect may issue instructions to the Contractor to change the amount of the contract, except by properly executed Change Order.

§4.2.8.2 Instructions are issued by the Owner through the Owner's Representative or Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a change order, signed by the Owner, Architect and Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum.

§4.2.8.3 No amount shall be payable by the Owner to the Contractor for performance of work without an executed change order. Comply also Article 7.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. Should the Architect's written interpretations, in the opinion of the Contractor, show additional work, or work of more expensive character than that shown or inferred by the Contract Drawings, it shall be the duty of the Contractor to so notify the Architect within five (5) days from receipt of same in order that proper adjustment may be made if found justifiable in the opinion of the Architect and the Owner. The Contractor shall assume full responsibility for all such work done without the approval of the Architect and the Owner

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor within 10 days after award of the Contract, shall notify the Owner and Architect in writing, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Copies of all subcontractor contracts are to be provided to the Owner's Representative.

§ 5.2.2 Each Contractor shall not award any work to any subcontractor or supplier without prior written approval of the Architect and Owner's Representative. Approval will not be given until Contractor submits to the Architect a written statement concerning the proposed award to the sub-contractor. The statement shall contain such information as the Architect or Owner's Representative will require..

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner and Architect have no reasonable objections. No increase in the Contract Price shall be allowed where a subcontractor is rejected by the Architect or Owner who is deemed unqualified to perform the particular work subcontracted by the Contractor or having too many current projects handled by insufficient personnel.

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

(Paragraphs deleted)

§ 5.2.5 Notwithstanding any other provisions of the Contract Documents, Contractor shall perform at least seventy-five (75)% of the field work by its own employees.

§ 5.2.5.1 For the purpose of the preceding paragraph, any part of the work performed by supervisory personnel (persons above level of foreman) or by the office personnel and such items as bonds certificates, shop drawings and similar items shall not be considered part of the percentage of work required to be performed by the Contractor's employees.

§ 5.3 Sub-contractual Relations

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. Should any Contractor sustain any damage or delay through any act or omission of any other Contractor having a contract with the Owner for the delivery and/or the installation of materials, supplies, equipment, plant, or appliances, or should the Contractor sustain any damage or delay through any act or omission of a subcontractor, the Contractor shall have no claim against the Owner or their Architects for such damage or delay, but shall have a right to recover or to claim such damage only from the other Contractor or subcontractor.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.2.6 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Article 15

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Change Orders shall be submitted in total amounts for a particular change not in installments for each trade thereafter. All partial change order submissions will be rejected and returned to each Contractor for completion.

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

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

§ 7.2 Change Orders

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 In case where unit prices or allowances as shown on the bid form and accepted by the Owner, they shall be used to determine the amount of addition to or deduction from the Contract Price. The unit prices or

allowances when mutually agreed to be fair and equitable by Owner and Contractor will be made part of the Agreement.

§ 7.2.2 Final determination of all claims shall be by the Owner

§ 7.3 Construction Change Directives

§ 7.3.1 If the Construction Change Directive involves an adjustment to the contract price, the adjustment will be computed by the Architect in form conforming to 7.3.3.5.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 All additions and deductions to the Contract Price not covered by unit prices resulting from changes in the Work shall be determined by the following outline:

CONTRACT WORK

- | | |
|---|-------|
| 1. Materials (Itemized Breakdown) | _____ |
| 2. Rent of Equipment (Listed separately) | _____ |
| Sub-Total #1(items 1 & 2) | _____ |
| 3. Sales Taxes (where applicable on Sub-Total #1) | _____ |
| 4. Labor (Itemized Breakdown) | _____ |
| 5. Insurance (Workmen's Compensation
Social security or as otherwise
required and/or specified) | _____ |
| Sub-Total #2 (items 3, 4 & 5) | _____ |
| 6. Overhead & Profit (% x Sub-Total #2)
As per Article 7.3. | _____ |
| 7. Sub-contract Work (If applicable, in
identical breakdown, as shown above) Sub-Total #3 | _____ |
| 8. Contractor's overhead & profit
on sub-contract changes (5%) | _____ |
| Sub-Total #4 (items 6 & 8) | _____ |

TOTAL QUOTATION (Sub totals 1, 2, 3 & 4) _____

Change Orders shall be submitted in total amounts for a particular change, not in installments for each trade thereafter. All partial change order submissions will be rejected and returned to the Contractor for completion.

Overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.

For the Contractor, for Work performed by Contractor's sub-contractor, five percent (5%) of the amount due the sub-contractor.

For each sub-contractor or sub-contractor involved, ten percent (10%) of the cost

Cost to which overhead and profit is to be applied shall be limited to the following:

Labor.

Cost of Materials, including sales tax and cost of delivery.

Workers' or Workmen's Compensation Insurance.

init.

Rental value of equipment and machinery.

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

§ 7.3.4.1 In order to facilitate checking of quotations for extras or credits, all proposals, shall be accompanied by a complete itemization of costs including labor, materials and sub-contracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are sub-contracts, they shall be itemized also. All change orders without such itemization will be returned to the Contractor for resubmission
(Paragraph deleted)

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work, not in dispute and completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

§7.4.2 Minor Changes in the work are not to be construed as Change Orders. A signed minor change order is not an approved change order.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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

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

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

§ 8.1.5 Dates indicated in Section 01 1000 Summary of Work or Section 01 11010 Milestone Schedule are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 8. Liquidated damages applied to Substantial Completion shall apply to Milestone Dates

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control (4) by other causes that the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. No extension of time will be granted for changes in the work or labor disputes, or work stoppage due to asbestos removal. This paragraph shall control where a conflict appears among the contract documents.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph 8.3.1, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Paragraph 8.3.3 as delays) whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the work, or directing suspension, rescheduling or correction of the work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the work.

§8.4 LIQUIDATED DAMAGES

8.4.1 Contractor realizes that time is of the essence on this Contract and the date of Substantial Completion shall be no later than the date set forth in Article 3.2 of the Contract. The Contractor understands that substantial disruption of the school district's educational process will occur if the project is not completed by the date of substantial completion. In the event the Contractor fails to substantially complete the work under this contract by said scheduled date(s), the sum

Init.

per calendar day, as follows:

REVIEW WITH OWNER REVISE TO SUIT PROJECT

Contract #1 – General Construction

\$1,000.00

and will, at the sole discretion of the Owner, be subtracted from the payment due the Contractor (or, if the amount due the Contractor as Payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where a delay is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, or delays of Subcontractors or Suppliers due to such causes. Delay in acquisition of materials other than by reason of or freight embargoes will not constitute a delay excusable under this provision unless approved by the Owner in writing.

§8.4.2 Within five calendar days from the occurrence of any such delay, the Contractor shall notify the Owner, in writing, of the cause of delay. The Owner will ascertain the facts and extent of the delay, and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension. Owners findings of fact will be final.

§8.4.3 In addition to Liquidated Damages, the Contractor shall be liable for all additional costs incurred by the Owner due to the failure of the Contractor to complete each Phase as required. The additional costs shall include but not be limited to the following:

§8.4.3.1 Staff, as required, to make the facility accessible to the contractor; for the Architect and Consultants to perform inspections after the completion date of each phase. Expenses and costs incurred by the Owner for additional services of the Owner's Representative, in addition to additional inspections.

§8.4.3.2 The cost of additional inspections by the Architect and their consultants will be at the rate of \$250.00 per hour per consultant.

§8.4.4 The said sum per calendar day and additional costs set out above, shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon dates of substantial completion. Such Liquidated Damages shall be in addition to any other damages (other than reason of delay) Owner may incur as a result of Contractor's breach of Contract, to include those which may be incurred pursuant to of the General Conditions.

§8.4.5 In addition to the liquidated damages described above, in the event the Contractor fails to complete all work under this Contract by said Scheduled Dates, the Contractor will, at the sole discretion of the Owner, not be permitted to perform any work during normal hours. Such work shall only be performed after hours, Saturdays, Sundays, holidays or periods when the school is unoccupied, at no additional cost to the Owner. This paragraph in no way limits any other rights, or remedies of the Owner under this Contract.

§8.4.6 All costs will be subtracted from payment due the Contractor (or, if the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner).

§8.4.7 This section shall in no way prevent the Owner from enforcing any other remedies it may be entitled to pursuant to the Contract, including the right of termination, and in the cases of termination, any damages suffered by the Owner shall not be considered damages by reason of delay, regardless of the reason for termination.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Comply with Section 01 2000 Price and Payment Procedures.

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and installed. If approved in advance by the Owner, payment be made for materials and equipment suitably on the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such material and equipment or otherwise protect the Owner's interest, and shall include applicable insurance and storage

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

§ 9.3.4 Application for all Payments must be accompanied by certified payroll records and all releases of liens for previous applications from Contractor and their subcontractors and a sworn and notarized statement that all subcontractors have been paid to at least 95% of previously requisitioned sums. In the event a lien is filed on the Owner's property, by any entity, due to the actions of the Contractor, regardless of the relationship between the lien and the work performed on this project all payments will be held in abeyance until such lien is bonded or removed.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within ten business days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2), or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part in part as provided in Section 9.5.1;

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment;

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or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents
- .8 Failure to comply with scheduled milestone or submittal dates.

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

(Paragraph deleted)

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ten business days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty business days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ten additional business days notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct the items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Contractor understands that no retainage will be paid until all work, including punch lists items are complete and submission of all close out documents as listed in Section 01 7800 Closeout Submittals are approved.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) completion of all punch list items, (6) submission of all close out documents as listed in Section 01 7800 Closeout Submittals (7) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (8) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- .5 defective work or concealed conditions.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The work on the project of any other contractors or any property of any other contractors work on the project

§ 10.2.1.1 The Contractor shall maintain at the project site MSDS documentation for all material brought on site.

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

§ 10.2.2.1 Any and all fines or citations levied against the Owner, Architect, or Owner's Representative due to the failure of the Contractor to Comply with regulations of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies

§ 10.2.2.2 Any reference made to rules and regulations promulgated by various governmental agencies with the Specifications or Construction Drawings are for the Contractor's benefit. The issuance of compliance to said regulations by workers employed by the Contractor or by sub-contractors is the sole responsibility of the Contractor; and that, notwithstanding any reference to any rule or regulation, that the Architect, the Architect's construction observer (Clerk-of-the-Works) or any representative of the Owner is not assuming any duty to provide supervision of construction methods in processes.

- .1. Each Contractor shall assign one person from his staff to be on-site safety coordinator.
- .2 Each Contractor is solely responsible for overall job site safety, the safety of his employees and the conduct of his work and that of his sub-contractors.
- .3 Each Contractor affirms he is fully versed in all State, Federal and local regulations pertaining to safety including OSHA regulations, and pertaining to any and all construction operations
- .4 All site personnel have appropriate Department of Labor certification.

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, employees, agents, or representatives of any of the above or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Owner shall only be responsible to pay for the services of the laboratory if the material or substance reported by the Contractor is found to be hazardous. **When the material or substance has been identified the Contractor shall submit a proposal to abate the material. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs..**

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner

shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

(Paragraph deleted)

§ 10.4 Emergencies

In an emergency "immediately" affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The word "immediately", for the purposes of this paragraph shall mean a time period which is less than the time it would take to notify the Owner's Representative of the emergency.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§11.1.1 All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that Fuller and D'Angelo, P.C. may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted

§11.1.1.1 The following insurance coverages and requirements must be provided by the contractor and evidence of same must be certified to the Owner, Owner's Representative and Fuller & D'Angelo, P.C. prior to commencing any work under this contract, and original certificates of insurance shall be furnished prior to the contract signing.

§11.1.1.2 Certificates of Insurance: Each certificate shall include the following clause:

- .1 It is agreed that prior to any cancellation of, or material change in the policies certified to on this Certificate, 30 days written notice, by certified mail, return receipt requested, shall be sent to the Owner, Owner's Representative and Fuller & D'Angelo, P.C. Architects & Planners, prior to the effective date of such change or cancellation."
- .2 Shall specifically describe the work to be performed and the job site location.
- .3 Shall include Owner, Architect and Owner's Representative as "Additional Insured".
- .4 A copy of the endorsement(s) providing additional insured sections must be attached to the Certificates.
- .5 Additional Insured status shall be provided by ISO endorsement CG 20 10 11 85 or its equivalent".

§11.1.1.3 The Contractor acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner with a Certificate of Insurance, evidencing the requirements have been met, prior to the commencement of the work or use of the facilities. Failure to provide said insurance shall cause the immediate suspension of all work and possible cancellation of this contract.

§ 11.1.1.4 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

(Paragraph deleted)

§11.1.2 Certificates of Insurance: Each certificate shall include the following clause:

- .1 It is agreed that prior to any cancellation of, or material change in the policies certified to on this Certificate, 30 days written notice, by certified mail, return receipt requested, shall be sent to the Owner, Owner's Representative, Construction Manager and Fuller & D'Angelo, P.C. Architects & Planners, prior to the effective date of such change or cancellation."
- .2 Shall specifically describe the work to be performed and the job site location.
- .3 **Shall include** to the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the Owner, Architect, Construction Manager, their Consultants and their respective members, directors, officers, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all losses, claims, costs, damages, expenses, and attorneys' fees, arising out of or resulting from the performance of the Work, or by Contractor's breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnatee hereunder. The Contractor and each of its Subcontractors and to all Shared Services Contracts (Purchase Order Agreements) shall include the Owner, Architect, Construction Manager and their Consultants as Additional Insureds on their casualty and commercial liability insurance policies on a primary and non-contributory basis, including a waiver of subrogation, acceptable to Owner, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured and the endorsement shall not require a written agreement with the Additional Insureds. **Additional Insured status shall be provided by ISO endorsement CG 20 38 04 13 and CG 20 37.**
- .4 A copy of the endorsement(s) providing additional insured sections must be attached to the Certificates.

(Paragraph deleted)

§11.1.3 The Contractor acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner with a Certificate of Insurance, evidencing the requirements have been met, prior to the commencement of the work or use of the facilities. Failure to provide said insurance shall cause the immediate suspension of all work and possible cancellation of this contract.

(Paragraph deleted)

§11.1.4 The Contractor agrees to carry as a minimum the following insurance in such form and with such insurers as are satisfactory to the Owner covering the work hereof:

- .1 **Workmen's Compensation and Employers Liability Insurance:** Statutory Workmen's Compensation and Employers Liability insurance coverage as required by the State Law in which the project site is located, and in the state in which the contractor is domicile, and licensed to do business, and for all of his employees to be engaged in work on the project under this contract, and in case such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability insurance for all of the employees to be engaged in such work. Provide Statuary Limits and Coverages
- .2 **Commercial General Liability Insurance** Including Premise/Operations, Independent Contractors, Products and Completed Operations, Broad Form Contractual, Broad Form Property Damage, Broad Form General Liability Endorsement and blanket coverage for underground hazards; X (explosion) C (collapse) U (underground).

Minimum Limits:

Each Occurrence:	\$1,000,000.00
General & Product Liability Aggregate: (General Aggregate to apply on a per project basis).	\$2,000,000.00.
Personal Injury:	\$1,000,000.00.

Fire Damage Legal: \$50,000.00.
Medical Payment: \$10,000.00

Other Requirements: No Explosion, Underground, Collapse (XCU) exclusions.

- .3 Bodily injury including death arising from any occurrence for the period and time for this specific work contract, including any contractual agreement assuming liability of Owner by terms of contract agreement in an amount of not less than the amount as stated above.
- a. Coverage and limits required in no way restrict or relieve the contractor from the full and complete responsibility for all injuries and/or damages and it is suggested that the contractor consult their agent or broker to be certain their coverage, in form and limits, is sufficient for their needs.
- .4 **Automobile Insurance.** Business Automobile liability insurance coverage format shall be as required by the state law in which any and all vehicles are registered, and must include all owned, hired or non-owned vehicles in the following amounts:

Minimum limits:

Bodily Injury - \$1,000,000.00 each accident
Property Damage - \$1,000,000.00 each accident
or a combined single limit of \$1,000,000.00

- .5 **Conditions of Coverage** Bodily Injury and Property Damage coverage under both General and Automobile Insurance shall include the "occurrence" basis wording. In the event of cancellation of insurance, the Owner shall be given advance notice of 30 days by the insured carrier and such to stipulated in the insurance contract.
- .6 **Umbrella Liability. Limit:** \$5,000,000.00 per occurrence and aggregate excess over Underlying Comprehensive General Liability, Automobile Liability, Employers Liability Policies.
- .7 **Self-Insured retention** \$10,000.00 per occurrence.
- .8 **Owner Contractor Protective Liability Insurance (OCP):** If the Contract amount is greater than \$500,000 the Contractor shall purchase and maintain an Owner's Protective Liability policy naming the Owner, Owner's Representative, Construction Manager and Fuller & D'Angelo, P.C. as named insured. The original and duplicate policy shall be filed with Owner and the policy shall remain in effect until the job is formally accepted by the Owner.

Limits of Liability: \$1,000,000.00 each occurrence.
\$2,000,000.00 aggregate

- .9 **Asbestos/Lead/Hazardous Materials Liability Insurance :** With coverage for the services rendered for the district, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs in addition to Insurance specified, The Contractor shall provide the following liability insurance:
Workman's Compensation: State: Statuary

Applicable Federal: (e.g., Longshoremen, harbor work, Work at or outside U.S. Boundaries); Statuary
Employer's Liability: \$100,000

Said policy shall be endorsed to indicate that the term "Insured" shall include the "Owner" Owner's Representative, and Fuller & D'Angelo, P.C. Architects & Planners and be deemed to include their authorities, boards, bureaus, departments and officers thereof in their official capacities.

Said policy shall be endorsed to indicate that the contractor is solely responsible for the premium cost of the policy including any audit adjustments.

Said policy shall contain a 30-day notice of cancellation clause with said notice to be sent to the Owner, Owner's Representative, and Fuller & D'Angelo, P.C. Architects & Planners by certified mail.

Minimum limits:

\$2,000,000 per occurrence/\$3,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90:

- .10 Builders Risk:** Unless otherwise provided for hereunder, the Contractor shall purchase and maintain throughout the course of the entire contract, and until final acceptance, a Builders Risk Policy providing a Builder's Risk Coverage Form or Builder's Risk Renovation Form in an amount equal to 100% of the construction replacement cost.

The coverage format shall be the "Special Coverage" form (all risk) naming the Owner, the Contractor and all sub-contractors and suppliers as their interest appear. Loss, if any, shall be payable to the Owner as trustee for all interests. Contractor shall be solely responsible for the cost of any deductible.

- .11 Flood and Earthquake Coverage:** The Contractor, prior to commencing any work on the project, shall ascertain whether the site is subject to the perils of Flood, Mudslide and/or earthquake. If the exposure is present, the Contractor, at his sole cost expense, shall purchase and maintain coverage for the duration of the contract.

The Contractor, prior to signing of the contract, shall provide the Owner and Fuller & D'Angelo, P.C. Architects & Planners with a written report and notice from a P.E. as to the Flood and Earthquake exposures at the site and indicate what coverage, if any is to be provided.

- .12 Equipment, Tools and Supplies:** By signing this contract, the Contractor agrees and understands that he is solely responsible for all loss to any tools, equipment or supplies, owned, rented, or leased, stored at or off the site. Further, the Contractor certifies that he has provided, or will provide notice to this effect to all sub-contractors and suppliers.

(Paragraph deleted)

§11.1.5 Subcontractors Insurance: The Contractor agrees to provide all sub-contractors with a copy of these insurance requirements and further, agrees to require all subcontractors, manufacturers and suppliers to provide evidence of insurance of the same coverage and limits as are required from the Contractor pursuant to Section 11.1.4.

§11.1.6 The Contractor shall maintain a separate record of each subcontractors' insurance certificates and said records shall be available for inspection by the Owner, Owner's Representative and Fuller & D'Angelo, P.C. Architects and Planners for a period of 2 years from the date of final acceptance.

§11.1.7 The Contractor shall not permit any subcontractors on the site until acceptable certificates of insurance have been filed and approved.

§11.1.8 Waiver of Subrogation: All property insurance policies carried by the Contractor and his subcontractors shall contain a "Waiver of Subrogation" clause (including equipment floaters) to the effect that the Contractor agrees to waive all rights of subrogation against the Owner, Owner's Representative and Fuller & D'Angelo, P.C. Architects & Planners.

§11.1.9 The signing of this contract acknowledges that the Contractors have notified their insurance carriers accordingly.

§11.1.10 Renewal Certificates of Insurance: Renewal Certificates of Insurance must be filed with the Owner, Owner's Representative, Construction Manager and Fuller & D'Angelo, P.C. Architects & Planners at least 30 days prior to the expiration of any policy

§11.1.11 Job Safety: The Contractor shall assign one person from his staff to be on the job site safety coordinator. The Contractor is solely responsible for overall job site safety, the safety of his employees and the conduct of his work and that of his subcontractors.

§11.1.11.1 The Contractor agrees to cooperate and comply in full with the insurance representatives of the Owner, Owner's Representative, Construction Manager and Fuller & D'Angelo, P.C. with respect to any safety recommendations or requirements.

§11.1.11.2 The Contractor affirms he is fully versed in all State, Federal and local regulations pertaining to safety including OSHA and Department of Labor regulations, pertaining to his trade and construction operations.

§11.1.12 Products, Completed Operations: The contractor is required to, and agrees to carry Products and Completed Operations coverage.

§11.1.13 Certificates of Insurance shall be filed to this effect, annually with the Owner, Owner's Representative, Construction Manager and Fuller & D'Angelo, P.C. and the Contractor shall obtain and record like certificates from his sub- contractors

§11.1.14 Insurance Carriers: All insurance carriers providing coverage on the project must be licensed to do business in the State in which the project is located, and in the State in which the Contractor is domicile. The companies must be Best "Secured" rated or better. This requirement applies to all sub-contractors as well.

11.1.15 If at any time, any policy required herein shall be or become unsatisfactory to the Owner, as to form or substance, or if the issuing company shall be or become unsatisfactory, the Contractor, upon written notice from the Owner, shall promptly replace said unsatisfactory insurance.

§11.1.16 Failure to provide, maintain or deliver satisfactory insurance during the course of this project, at the election of the Owner, the contract may be declared suspended, discontinued, or terminated.

§11.1.17 Failure to provide and maintain proper insurance under this contract shall not relieve, nor be construed to conflict with or otherwise limit the contractual obligations of the Contractor

§11.1.18 In the event that any claims, or claims aggregate be in excess of the insured amounts, filed by reasons of any operations under this contract, the Owner, at it's sole opinion, may withhold from payments due or to become due the Contractor amounts equal to the excess of such claims, until the Contractor has provided evidence of additional financial security covering such claims, in a form satisfactory to the Owner.

§11.1.19 All the policies of insurance referred to in this Article 11 shall be issued in the names of the Owners, the Architect, the General Contractor, and his sub-contractors. Said policy shall be endorsed to indicate that the term "Insured" shall include the "Owner" Owner's Representative, Construction Manager and Fuller & D'Angelo, P.C. Architects & Planners and be deemed to include their authorities, boards, bureaus, departments and officers thereof in their official capacities. In all cases regarding insurance referred to in these specifications, certificates shall be provided to the Owners, Owner's Representative Manager and Architects & Engineers

§ 11.1. 22 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be

effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's Representative and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 except as to the corrective work performed and subject to the continued existence of any manufacturer's warranty, if applicable.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

§ 13.1.1 This Contract shall be governed by and interpreted in accordance with the substantive laws of the State where the Project is located without recourse to principles of choice of law.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Refer to Section 01 4000 Quality Requirements for additional requirements.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall not bear interest.

§ 13.6 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.7 LIENS

§ 13.7.1 If the Contractor or any of its subcontractors or suppliers should cause a Mechanic's Lien to be placed upon the property, then the Contractor shall be liable for any and all legal or bonding or insurance fees related to the removal of the Mechanic's Lien or the defense of any Mechanic's Lien enforcement or foreclosure proceeding. Such legal or bonding or insurance fees shall also be a deduction by the Owner from any moneys due or to become due to the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

§ 14.1.2 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

(Paragraphs deleted)

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 If the Contractor fails to satisfy or bond any filed liens against the Owner in the Performance of his contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished and the Contractor will be back charged for all costs incurred by the Owner.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 The Owner may take over the work for one of the reasons stated in sub-paragraph 14.2.1 after giving the Contractor and the Contractor's Surety, if any, three days' written notice. The Contractor will be back charged for costs incurred by the Owner.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract **§ 14.4 Termination by the Owner for Convenience**

(Paragraph deleted)

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, and any deposits or down payments which the Contractor has made pursuant to the Agreement which cannot, in the exercise of good faith and due diligence by the Contractor, be refunded or applied as a credit in the Contractor's favor to other charges, provided, however, that if such deposits or down payments are not refundable, Contractor shall assign the applicable contract, agreement, purchase order, etc. to the Owner who, at its election, may require performance of same.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. As is set forth in other provisions of this Contract, delay in the Contractor's ability to complete the work may, in appropriate circumstances, give rise to a claim for additional time, but will under no circumstances be the basis of a claim for damages

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within ten days after occurrence of the event giving rise to such Claim. **15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

(Paragraph deleted)

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

(Paragraphs deleted)

§ 15.1.7.1 The timelines provided herein for the making of claims shall be a condition precedent to any payment for such claims or the granting of any extension of time. Failure of the Contractor to comply with the time and notice provisions of this Article shall be an absolute bar to making any payment to or extending the time of the Contractor for such claim. All claims of any type seeking any monies, or an extension of time shall be accompanied by full documentation. A claim submittal without full documentation shall be rejected by the Architect and, if not timely resubmitted within the original claim period, as set forth above, shall be waived.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of

the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render a decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties..

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph deleted)

§ 15.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraph deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation.

§ 15.3.2 The parties agree that claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof shall, before the commencement of litigation or a party availing itself of self-help remedies, be submitted to a third party neutral Mediator agreed to by both parties or, if the parties cannot agree, appointed by the American Arbitration Association, at a non-binding Mediation that shall not exceed one calendar day. The parties may be represented by counsel at the Mediation, but no part may engage the Mediator as its representative after the Mediation. Statements made and documents provided or exchanged as part of the Mediation shall be considered to be for settlement purposes only and subject the applicable rules or regulations that govern such matters. All mediation shall take place within 30 days of any demand for same of and cost shall be shared by both parties.

(Paragraphs deleted)

§ 15.4 Arbitration

§ 15.4.1 The Contractor and the Owner shall not be obligated to resolve any claim or dispute related to the contract by arbitration; any reference to mediation or arbitration in the Contract Documents is deemed void. If a discrepancy is found in the Contract Documents, this paragraph shall be considered the final say.

(Paragraphs deleted)

ARTICLE 16 - NO DAMAGES FOR DELAY

§16.1 Notwithstanding any other terms or conditions set forth in the contract documents, general or supplementary conditions, the contractor agrees to make no claim for damages for delay in the performance of the work occasioned by any act or omission of the owner or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete the work, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference.

§16.2 Contractor agrees and acknowledges that payment for the work may have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the afore said obligations or bonds are no longer available for payment for the work, contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon the Contractor. Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the work and/or its contract pursuant to this section.

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**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

EDGEMONT SCHOOL DISTRICT
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PRICE AND PAYMENT PROCEDURES

**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

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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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ADMINISTRATIVE REQUIREMENTS

**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
TOILET RENOVATIONS AND RELATED WORK
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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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NON-DISCRIMINATION CLAUSES

**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

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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

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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.

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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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- 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

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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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TEMPORARY FACILITIES AND CONTROLS

- 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.

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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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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

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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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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

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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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- 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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SECTION 02080

ASBESTOS REMOVAL AND DISPOSAL

PART 1 - GENERAL

1.01 Work Included

- A. The Contractor shall furnish all labor, materials, services, insurance, patents, and equipment necessary to perform the Work of this Contract. All work will be conducted in compliance with EPA, OSHA, and NYS regulations, any other applicable federal, state, and local regulations and in accordance with these specifications. In the event there is a conflicting point between these provisions, the most stringent one shall apply.
- B. The work will involve the removal of all Asbestos Containing Materials and all Asbestos Waste from within the Work Zones in accordance with all applicable rules and regulations and this specification. Location of asbestos indicated on the Drawings is provided for guidance only. The Contractor shall be responsible for establishing quantities and locations for abatement. The project will take place at the Edgemont JR/SR High School located at 300 White Oak Lane, Scarsdale, NY 10583.

This project involves the removal and disposal of asbestos containing floor tiles, associated mastic, pipe insulation, plaster and pipe elbow. This is located in the Administrative Buildings at the Edgemont JR/SR High School at 300 White Oak Lane, Scarsdale, NY 10583.

The project shall be conducted as follows:

Admin Building

Gang Bathrooms: Remove and dispose of wall plaster in the entry divider wall, approximately 120 sq. ft in the gang women/girl bathroom only.

Auditorium Bathrooms: Remove and dispose of the lightweight concrete/fiberboard decking present above both bathrooms attached to the concrete deck (approximately 150 SF) in the Men/Boy (B101) and Women/Girl (G100).

Remove and dispose of the pipe insulation and fittings found above both the women/girl bathroom and men/boy bathroom approximately 100 sq. ft.

Remove and dispose of the pipe insulation and fittings found in the pipe chase behind the wall in the women/girl bathroom and men/boy bathroom approximately 40 sq. ft.

NOTE: This work consists of the removal and disposal of ceiling tile beneath the asbestos containing lightweight concrete/fiberboard deck. The work shall include enclosing the exposed ACM deck to prevent future contamination. The abatement contractor is to remove and dispose of all ceiling tile directly below the deck as asbestos containing material and include the cost to re-insulate all pipes and fittings that are abated or removed.

Asbestos removal shall be conducted using manual removal methods as outlined in accordance with New York State Industrial Code Rule 56. Pipe insulation and elbows shall be removed per NYS ICR 56. A NYS DOL approved site specific variance may be rendered by the contractor or the consultant in order to alleviate hardships for these removals. All contaminated debris shall be disposed of as asbestos containing material in accordance with all applicable rules and regulations.

NOTE:

- a. The abatement areas shown as described in this specification are provided for guidance only and no claims are made as to their accuracy. The Contractor alone is responsible for determining the actual abatement quantities. If quantities differ, the Contractor is responsible for bringing the discrepancy to the Owner/Engineer's attention before proceeds with any removal work. Once the project is started the Contractor shall be responsible for the removal of all asbestos containing materials at the contractors cost regardless of differences in the stated quantities provided in this specification.
- b. In the event that clearance samples do not pass, the Asbestos Abatement Contractor will be responsible for all costs associated with resampling.
- c. Removal of the asbestos containing materials from this building will be conducted in accordance with NYS Industrial Code Rule 56, applicable variances, and the contract documents. The contractor may use project specific variances from NYS ICR 56 to perform the asbestos abatement work. To utilize a project specific variance, the contractor shall submit a copy of the proposed variance that outlines the removal procedures to the engineer for review and approval before submission to the Department of Labor and prior to the commencement of any work.
- d. The Contractor is responsible for using "standard of care" when applying or removing tape, spray adhesive or any other type of bonding material from the walls, floors or ceilings. If damage is sustained to an area during the work procedure directly related to the negligence of the contractor then that Contractor is responsible for returning the area back to its original condition unless otherwise noted.
- e. Critical barriers and the doorways shall be covered with two layers of at least six-mil fire retardant polyethylene sheeting and sealed.

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- f. The Contractor is required to abide by the most current Prevailing Wage Rates at the time of the abatement project.
- g. The Contractor shall furnish all labor, materials, services, insurance, patents, and equipment necessary to carry out the removal operation. All work will be conducted in compliance with EPA, OSHA, and NYS regulations and any other applicable federal, state, and local regulations and in accordance with these specifications. In the event there is a conflicting point between these provisions, the most stringent one shall apply.

End of Subpart 1.01

1.02 Definitions

- A. **ABATEMENT**: Any portion of an asbestos project that includes procedures to control fiber release from asbestos containing material. This includes removal, encapsulation, enclosure, repair, or handling of asbestos material that may result in the release of asbestos fiber.
- B. **AIRLOCK**: A system for permitting entrance and exit, while restricting air movement, between a contaminated area and an uncontaminated area.
- C. **AIR SAMPLING**: The process of measuring the fiber content of a known volume of air collected during a specific period of time, using accepted methodologies. 12 NYCRR 56 Subpart 2, Page 7.
- D. **AMBIENT AIR SAMPLING**: A method of sampling by which an air sample is collected outside the regulated abatement work area, and is collected without the use of aggressive air sampling techniques.
- E. **AMENDED WATER**: Water to which a surfactant has been added.
- F. **ASBESTOS**: Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), Amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.
- G. **ASBESTOS CONTAINING MATERIAL (ACM)**: Any material containing greater than one percent (1%) of asbestos, also known as **Asbestos Material**.
- H. **ASBESTOS CONTAMINATED OBJECTS**: Any object which has been contaminated by Asbestos or Asbestos Containing Material. This shall include all unprotected porous materials in an Asbestos Work Area.
- I. **ASBESTOS MATERIAL**: Any material containing greater than one percent (1%) of asbestos, also known as **Asbestos Containing Material (ACM)**.
- J. **ASBESTOS WASTE**: ACM, PACM, asbestos material or asbestos contaminated objects requiring disposal pursuant to applicable laws or regulations. This includes RACM as well as Category I and II Non-Friable ACM.

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- K. AUTHORIZED VISITOR: Any party on an asbestos project, who has to enter the asbestos project restricted area or regulated abatement work area for emergency purposes or regulatory compliance inspections. Examples include the building/structure owner, his or her agent or representative, utility company representatives, the Commissioner or his or her agents, and personnel of any regulatory agency having jurisdiction over the project. Visitors shall comply with all applicable requirements of OSHA 29 CFR 1926.
- L. CATEGORY I NON-FRIABLE ACM: NESHAP classification - Asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products, containing more than one percent (1%) asbestos, that when dry, can not be crumbled, pulverized, or reduced to powder by hand pressure.
- M. CATEGORY II NON-FRIABLE ACM: NESHAP classification - Any material, excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos, that when dry, can not be crumbled, pulverized, or reduced to powder by hand pressure.
- N. CLASS I ASBESTOS WORK: OSHA term meaning activities involving the abatement of Thermal Systems Insulation (TSI), and surfacing ACM and PACM.
- O. CLASS II ASBESTOS WORK: OSHA term meaning activities involving the abatement of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
- P. CLASS III ASBESTOS WORK: OSHA term meaning Repair and Maintenance operations, where no more than a minor quantity of ACM, including TSI and surfacing ACM and PACM, is likely to be disturbed.
- Q. CLASS IV ASBESTOS WORK: OSHA term meaning Maintenance and Custodial Activities during which employees contact but do not disturb ACM or PACM and activities to clean up non-ACM dust, waste and debris resulting from Class I, II and III activities.
- R. CLEAN ROOM: An uncontaminated area or room, which is a part of the personal decontamination enclosure, with provisions for storage and changing of persons' street clothes and protective equipment.
- S. CRITICAL BARRIER: Barriers that seal off all openings to or within the defined regulated abatement work area, including but not limited to operable windows and skylights, doorways, ducts, grills, diffusers and any other penetrations to surfaces adjacent to or within the regulated abatement work area.
- T. CURTAINED DOORWAY: An assembly which consists of at least three (3) overlapping sheets of 6-mil fire retardant plastic over an existing or temporarily framed doorway,

used to separate the chambers within the decontamination system enclosures and to inhibit airflow if the negative air ventilation system shuts down.

- U. ENCAPSULANT (SEALANT) OR ENCAPSULATING AGENT: A liquid material, which can be applied to asbestos material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together and to the substrate (penetrating encapsulant). See **Sealant**.
- V. ENCAPSULATION: Abatement consisting of the coating or spraying of asbestos material with an encapsulant (sealant) or encapsulating agent.
- W. ENCLOSURE: Abatement consisting of the construction of airtight walls, ceilings and floors between the asbestos material and the building/structure environment, or around surfaces coated with asbestos material, or any other appropriate procedure as determined by the Department, which prevents the release of asbestos fibers.
- X. EQUIPMENT ROOM: A contained area or room which is part of the personal decontamination system enclosure with provisions for the storage of contaminated clothing and equipment.
- Y. FIXED OBJECT: Equipment, furniture or other item that is affixed, as a whole, to a floor, ceiling, wall or other building structure or system.
- Z. FRIABLE ASBESTOS MATERIAL: Any material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, or is capable of being released into the air by hand pressure.
- AA. HEPA FILTER: A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of all mono-dispersed particles of 0.3 microns in diameter or larger.
- BB. HEPA VACUUM EQUIPMENT: Vacuuming equipment designed for abatement, with a high efficiency particulate air filtration system.
- CC. HOLDING AREA: A chamber in the waste decontamination enclosure utilized for temporary storage of containerized ACM waste, prior to transfer to waste transport vehicle.
- DD. MOVABLE OBJECT: Equipment, furniture or other item that is not attached or affixed, in whole or in part, to a floor, ceiling, wall or building structure or system or to a fixed object.
- EE. MULTIPLE ABATEMENT: The abatement of more than one type of ACM within the same containment.
- FF. NEGATIVE AIR PRESSURE EQUIPMENT: A local exhaust system, capable of maintaining air pressure within containment at a lower pressure than the air pressure outside.

of such containment, and which provides for HEPA filtration of all air exhausted from the containment.

- GG. NON-FRIABLE ORGANICALLY BOUND (NOB) ASBESTOS MATERIAL: Non-friable asbestos materials embedded in flexible-to-rigid asphalt or vinyl matrices, including but not limited to flooring materials, adhesives, mastics, asphalt shingles, roofing materials and caulks.
- HH. PERSON: Any natural person.
- II. PERSONNEL DECONTAMINATION ENCLOSURE SYSTEM: An area designated for controlled passage of all persons to and from the regulated abatement work area.
- JJ. PERSONAL AIR SAMPLING: Air sampling located in a worker's breathing zone
- KK. REGULATED ABATEMENT WORK AREA: The portion of the restricted area where abatement work actually occurs. For tent work areas, the interior of each tent is a regulated abatement work area. For OSHA Class I and Class II asbestos abatement, the interior of the restricted area containment enclosure is the regulated abatement work area. For exterior non-friable asbestos abatement conducted without the establishment of negative air ventilation systems or containment enclosures, the entire restricted area surrounding the abatement location is considered to be the regulated abatement work area.
- LL. REGULATED ASBESTOS-CONTAINING MATERIAL (RACM): Friable ACM or PACM, Category I Non-friable ACM that has become friable or has been or will be subjected to sanding, grinding, cutting or abrading, or Category II Non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- MM. REMOTE DECONTAMINATION SYSTEM ENCLOSURE: Decontamination systems that are attached to the regulated abatement work area but are within the work site.
- NN. REMOVAL: Abatement, consisting of operations where ACM, PACM or asbestos material is removed or stripped from structures or substrates. This includes demolition operations.
- OO. SHOWER ROOM: A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.
- PP. SURFACTANT: A chemical wetting agent added to water to reduce the surface tension of the water and improve its penetration for added mitigation of airborne fiber release.
- QQ. VISIBLE EMISSION: Any emission of particulate material that can be seen without the aid of instruments.

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- RR. WASHROOM: A room between the regulated abatement work area and the holding area in the waste decontamination system enclosure, where equipment and waste containers are wet cleaned or HEPA-vacuumed.
- SS. WASTE DECONTAMINATION SYSTEM ENCLOSURE: An area, consisting of a washroom and a holding area separated from each other by airlocks, designated for the controlled transfer of materials and equipment from the regulated abatement work area.
- TT. WET CLEANING: The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools that have been saturated with amended water.
- UU. WORK SITE: Building, structure, parcel of land or premises where an asbestos project takes place.

End of Subpart 1.02

1.03 Submittals

- A. Submit the following items to the Engineer for review twenty (20) days prior to the commencement of Work associated with this section:
1. EPA Notification: The form required by the Environmental Protection Agency in accordance with the National Emission Standard for Asbestos, 40 CFR Part 61. This is required if the cumulative quantity of asbestos to be removed from the building is greater than 260 linear or 160 square feet.
 2. New York State Department of Labor Notification: The form required by the State of New York Asbestos Control Program in accordance with Article 30 of the New York State Labor Law. This is required if the cumulative quantity of asbestos to be removed from the building is greater than 260 linear or 160 square feet.
 3. Building Occupant Notification
 4. Any proposed project specific variance to any of the applicable regulations.
- B. Upon return of submittals from the Engineer with an action stamp indicating that the submissions have been reviewed and comply with the contract documents, file all notifications with the appropriate agencies in accordance with all applicable regulations and these specifications. Pay the appropriate fees. All filing fees and associated costs shall be borne by the Contractor.
- C. Submit the following items to the Engineer for review ten (10) days prior to the commencement of Work associated with this section. No Work shall begin until ALL submittals are returned with an action stamp indicating that the submission is in accordance with these specifications.
1. NOTIFICATIONS: Stamped received copies of the notifications and variances listed above in item A, as well as copies of the canceled checks used to pay all associated fees.
 2. CONTRACTOR'S CERTIFICATION: Documentation confirming licensing by New York State Commission of Labor for asbestos Work in accordance with Industrial Code Rule 56.
 3. WORKER DOCUMENTATION: Current copies of the AHERA certificates, New York State Department of Labor Asbestos Handling Certificates, Medical Exams and Respirator Fit Tests for all employees performing the Work of this Section.
 4. EMPLOYEE RELEASE FORM: Prior to allowing an employee to perform any Work on the project, submits the properly executed Employee Release Form for each employee.

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5. CONTINGENCY PLANS: A copy of emergency, security, and contingency plans as follows:
 - a. A plan to provide for emergency and fire evacuation of personnel from the Work Zone in an emergency. File a copy of this plan with the local fire and/or ambulance unit;
 - b. A plan for maintaining the security of the Work Zone. The security plan shall provide a means of preventing accidental or unauthorized entry. Provide security to the decontamination facility and all points of potential access to the Work Zone 24 hours per day during abatement. Submit the form of security and safety log that will be maintained on the project;
 - c. A contingency plan addressing emergencies, equipment failures, and barrier failure. Include the telephone numbers of at least three (3) responsible persons who shall be in the position to dispatch men and equipment to the project in the event of an emergency.
6. LANDFILL: Written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the New York State Department of Environmental Conservation (NYS Part 360 Permit) and by the US EPA. In the event the landfill is not located in New York State, approval from the agency having jurisdiction over the landfill must be received. Documentation that the proposed hauler and landfill have the proper permits and are willing to accept the asbestos waste must be included. The hauler must have a Waste Transporter Permit pursuant to Article 27, Titles 3 and 15, of the Environmental Conservation Law from the New York State DEC, Division of Hazardous Substance Regulations (NYS Part 364 Permit).
7. MATERIAL SAFETY DATA SHEETS: For all products intended to be used on the project, a Materials Safety Data Sheet in accordance with the OSHA Hazard Communication Standard 29 CFR 1910.1200. Include a separate attachment indicating the specific worker protection equipment required for each material.
8. AIR FILTRATION DEVICES: Manufacturer's data on type of equipment to be used to remove airborne asbestos.
9. ROOM INSPECTION: Inspect all areas in which Work is to be performed. Inspection shall occur in the presence of representatives of the Owner and Engineer. Record any existing damage to components, such as walls, doors, windows, carpeting, fixtures, and equipment. Any damaged components found after completion of the Work will be repaired at the Contractor expense. Make

arrangements for the inspection, notify the participants, record the findings, and issue minutes of the inspection to all participants.

10. SCHEDULES: A copy of construction, staffing, and equipment schedules:
- a. A construction schedule stating critical dates of the job including start and completion of mobilization, activation, deactivation, and demobilization of all Work activities (including mobilization, Work Zone preparation, asbestos abatement, inspection and clearance monitoring, each phase of refinishing, and final inspections). Update schedule with each partial payment request. Changes in schedule are subject to the Engineer's approval and require three (3) days prior notice.
 - b. A schedule of staffing stating number of workers per shift, name and number of supervisor(s) per shift, hours per shift, shifts per day, and total days to be worked;
 - c. A schedule of equipment to be used including numbers and types of all major equipment such as high efficiency particulate absolute (HEPA) air filtration units, HEPA vacuums, and airless sprayers.
11. INSURANCE POLICIES: The Environmental Contractor shall purchase and maintain during the life of this contract the insurances stipulated herein. This insurance must be purchased from a New York State licensed A.M. Best Rated "A" or "A+" carrier. The following list of Additionally Insured must be included under insurance policies held by the Contractor on this project with the exception of Workmen's Compensation and Employer's Liability Insurance, shall be named as additional insured's for the Commercial General Liability, Umbrella Liability, Hazardous Material Abatement General Liability and Business Automobile Policy:
- a. Edgemont Union Free District and its employees
 - b. Fuller & D'Angelo Architects and its employees
 - c. Warren Panzer Engineers, P.C. and its employees
- (1) *Worker's Compensation and Employer's Liability Insurance*: Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- (2) *Commercial General Liability*:
Explosion, Collapse & Underground Coverage shall be provided.
- Products & Complete Operations Aggregate shall be maintained for a period of two years after final acceptance of the Owner.

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- (3) *Automobile Insurance:* Comprehensive Automobile Liability Insurance on owned, hired, or non-owned vehicle in amounts not less than \$1,000,000 Combined Single Limit each occurrence.
- (4) *Conditions of Coverage:* Bodily Injury and Property Damage coverage under both Commercial General and Commercial Automobile Insurance shall include the “occurrence” basic wording, which means an event or continuous or repeated exposure to conditions, which results bodily injury, sickness or disease including death at any time resulting there from. Coverage shall include liability arising from water damage, and property in care, custody and control of Contractor and Subcontractor.
- (5) *Hazardous Material Abatement General Liability Occurrence Insurance:* A policy without a sunset clause, in amounts not less than \$1,000,000, each occurrence, naming the Owner as the Certificate Holder. Also, include insurance policies of any subcontractor, including the Sudden and Accidental Pollution Liability Insurance required of the Hauler.
- (6) *Contractor’s Contingent Liability:* The Contractor shall procure and maintain such insurance as will protect the Contractor from his contingent liability for damages and for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract.

Contractor’s and Employee’s Equipment: The Contractor assumes responsibility for all injury or destruction of the Contractor’s materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of Contractor’s employees from whatever cause arises. Any policy of insurance secured covering the Contractor or Subcontractors leased or hired by them and any policy of insurance covering the contractor or subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

- a. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.
- b. The form of the Certificate of Insurance shall be AIA Document G705, Certificate of Insurance. In addition to the Certificate of Insurance, the Contractor shall provide the Owner with copies of any endorsements subsequently issued amending coverage or limits.

D. Daily during the conduct of abatement activities, submit to the Engineer the following:

Printouts from pressure differential monitoring equipment marked with date and Work start/stop times for each day. Use printout paper that indicates elapsed time in intervals no greater than one hour. Indicate on each day recording times of starting and stopping abatement Work, type of Work in progress, breaks, and filter changes. Cut printout into segments by day and label with project name, Contractor's name and date;

- E. Within thirty (30) days of removal from the premises, submit to the Owner the disposal certificate(s) from the landfill receiving the Asbestos Waste stating dates and quantities received.
- F. Within seven (7) days of completion of all Work associated with this Section submit to the Owner, the following:
 - 1. A bound copy of the job log book showing sign in and sign out of all persons entering the Work Zone, including name, date, time, and position or function and a general description of daily activity. Keep these records on file for the duration of employment plus 30 years;
 - 2. A notarized statement attesting that all personnel performing any work under this Contract were compensated in accordance with the prevailing wage rates contained herein.

End of Subpart 1.03

1.04 Special Reports

- A. Except as otherwise indicated, submit special reports directly to the Owner and the Engineer within one (1) day of the occurrence requiring the special report, with copies to all others affected by the occurrence.
- B. When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporary enclosures, unauthorized entry into Work Zone), prepare and submit a special report listing date and time of event, chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
- C. Report any accidents, at the site and anywhere else Work is in progress related to this project. Record and document data and actions. Comply with industry standards.

End of Subpart 1.04

1.05 Quality Assurance

- A. Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the Contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the Work.
- B. Provide foremen who speak fluent English to supervise all abatement activities. Foremen shall be certified as handler supervisors in accordance with Section 902 of the New York State Labor Law Article 30, and have experience in this field and can furnish a record of satisfactory performance on at least three (3) projects for Work of comparable type.
- C. Any proposed Subcontractor performing any Work under this Section "Asbestos Removal and Disposal" shall have similar qualifications. Submit qualifications with the BID for any proposed Subcontractor. Submit Subcontractor qualifications in the same form and quantity as required for the Contractor.

End of Subpart 1.05

1.06 Applicable Standards and Regulations

- A. Perform all Work in compliance with the most current version of all pertinent laws, rules, and regulations, existing at the time of Work, including, but not limited to:
1. Code of Federal Regulations
 - a. Title 29 CFR Parts 1910.1001, 1910.1200, 1910.134 1926.58 and 1926.1101;
[The Occupational Safety and Health (OSHA) Standards]
 - b. Title 30 CFR Part 61, Subpart G;
[The Transport and Disposal of Asbestos Waste]
 - c. Title 40 CFR, Part 61, Subparts A and M;
[The EPA National Emission Standard for Hazardous Air Pollutants and the National Emission Standard for Asbestos]
 - d. Title 40 CFR, Part 763, Subpart E
[Asbestos Containing Materials in Schools; Final Rule and Notice]
 - e. Title 49 CFR Parts 106, 107, and 171-179.
[The Transportation Safety Act of 1974 and the Hazardous Material Transportation Act]
 - f. Public Law 101-637
[ASHARA]
 2. New York State Official Compilation of Codes, Rules and Regulations.
 - a. Title 12 Part 56
 - b. Title 10 Part 73
 - c. Title 6 Parts 360-364
 - d. Labor Law - Article 30 and Sections 900-912.
 - e. All applicable Additions, Addenda, Variances and Regulatory Interpretation Memoranda.

3. Applicable Standards
 - a. The American National Standard Institute (ANSI) Practices for Respiratory Protection ANSI Z88.2-1980.
 - b. The American National Standard Institute (ANSI) Fundamentals Governing the Design and Operation of Local Exhaust Systems.
 - c. UL 586 Test Performance of High Efficiency Particulate Air-Filter Units.
- B. In the event there is a conflicting point between these provisions, the most stringent one shall apply.

End of Subpart 1.06

1.07 Air Monitoring

- A. Conduct personnel air monitoring in accordance with OSHA requirements. Collect a sufficient number of samples to determine the Time Weighted Average exposure of twenty percent (20%) of the work force.
- B. The Owner will provide area air monitoring as follows:

<u>Sample Type</u>	<u>Analysis Method</u>
Background	PCM
Pre-abatement*	PCM
During abatement activities*	PCM
Clearance air monitoring	TEM

* These samples are only required if the project is over 260 linear or 160 square feet in size. Project monitoring is required throughout per AHERA.

The Contractor shall cooperate with the Owner's designated representatives with regard to air monitoring and project monitoring procedures. Ensure that employees and Subcontractors do the same.

- C. If analysis of any of the air samples collected during abatement indicates that the airborne asbestos concentration outside the Work Zone is greater than or equal to 0.01 f/cc or the background level, whichever is greater:
1. Stop Work immediately;
 2. Inspect the integrity of the barriers;
 3. Wet clean and vacuum the location where elevated fiber counts were reported; and
 4. Do not resume Work until such time when the airborne asbestos concentration outside the Work Zone is once again less than the above limit.
- D. In order to pass TEM clearance testing, each and every sample collected shall indicate that the airborne concentration of asbestos fibers of less than 70 s/mm² and the average structure concentrations inside the Work Zone shall not be statistically larger than the average of ambient levels as determined by the Z-test.

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- E. The method of sampling shall be aggressive in accordance with the requirements of applicable regulations. The method of analysis for background, pre-abatement, and during abatement air samples shall be Phase Contrast Microscopy (PCM). In accordance with Appendix A to Subpart E-Interim TEM Analytical Methods and SED requirements, TEM shall be used to analyze final post-abatement samples for this project. The testing laboratory shall be a member of the Environmental Laboratory Approval Program (ELAP). Clearance criteria shall be an average of the 5 inside the work area samples, less than 70 structures per square millimeter.
- F. In case of failure of the initial final air clearance monitoring, the work zone will be retested following immediate re-cleaning. This process will be repeated as necessary until final air clearance is obtained. All costs and expenses resulting from the additional re-cleaning and retesting (including sampling and analysis) due to failure of the initial final air clearance shall be borne by the Contractor. The expenses thereby incurred will be deducted from any monies due or that may become due to the Contractor.
- G. The Contractor shall provide security personnel to watch the decontamination facility and all points of potential access to the Work Zone.

- END OF PART 1 -

PART 2 - PRODUCTS

2.01 Asbestos Caution Signs

- A. Use Asbestos Caution Signs as specified in OSHA Title 29 CFR 1910.1001(j) and 1926.58(k). Posting of warning signs in and around the work site should be in cooperation with Edgemont Schools.

End of Subpart 2.01

2.02 Asbestos Caution Labels

- A. Use Asbestos Caution Labels as specified in OSHA Title 29 CFR 1910.1001(j) and 1926.58(k).

End of Subpart 2.02

2.03 Disposal Bags

- A. Use Disposal Bags which are a minimum six (6) mil in thickness, clear in color and preprinted with the Asbestos Caution Label.

End of Subpart 2.03

2.04 Encapsulating Material

- A. All Encapsulating Materials shall be approved by UL for use in class 1A buildings and shall have composite fire and smoke hazard ratings as tested under procedure ASTM E- 84, NFPA 255 and UL 723

Flame Spread	25
Smoke Developed	50

- B. If the removal of fireproofing materials is included in this Contract, select an encapsulant from those approved by UL for use with the new fireproofing. If Retro-Guard Type RG or RG-1 manufactured by W.R. Grace & Co. is to be applied, use American Coatings 22P & 22 Powerlock, or Fiberlock Fiberset FT and Fiberset PM, or Certane 909 and 1000, or H.B. Fuller 32-60 and 32-61, or IPC Serpliflex and Serpiloc.

End of Subpart 2.04

2.05 Equipment

- A. Temporary lighting, heating, hot water heating units, ground fault interrupters, and all other equipment on site shall be UL listed and shall be safe, proper, and sufficient for the purpose intended.
- B. All electrical equipment shall be in compliance with the National Electric Code. Attention is specifically called to Article 305 Temporary Wiring.

End of Subpart 2.05

2.06 First Aid Kits

- A. Maintain adequately stocked first aid kits in the Clean Room and Work Zone, in accordance with OSHA requirements.

End of Subpart 2.06

2.07 High Efficiency Particulate Air (HEPA) Filters

- A. Employ filters, which have been individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3-micron dioctylphthalate (DOP) particles, in accordance with Military Standard Number 282 and Army Instructional Manual 136-300-175A. Each filter shall bear a US 586 label to indicate ability to perform under the specified conditions.
- B. Each HEPA filter shall be marked with the name of the manufacturer, serial number, airflow rating, efficiency and resistance, and the direction of airflow.

End of Subpart 2.07

2.08 Plastic

- A. Use only new fire retardant plastic sheets of polyethylene, which has a minimum thickness of 6 mil, true grade.
- B. For the initial floor protective layer use only new fire retardant reinforced plastic sheets of polyethylene, which has a minimum thickness of ten (10) mil, true grade

End of Subpart 2.08

2.09 Plywood

- A. Use only fire-rated CDX plywood, which is at minimum one half inch (1/2") in thickness.

End of Subpart 2.09

2.10 Respirators

- A. Use only respirators approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

End of Subpart 2.10

2.11 Sealants

- A. Use combination fire stop foam and fire stop sealant. Use Dow Corning Fire Stop Foam and Dow Corning Fire Stop Sealant or as approved. Apply in accordance with manufacturer's recommendations.

End of Subpart 2.11

2.12 Studs

- A. Use only 2" x 4" fire-rated CDX or metal studs.

End of Subpart 2.12

2.13 Vacuums

- A. Use only vacuums equipped with HEPA filters that are specially designed for asbestos abatement work.

End of Subpart 2.13

2.14 Wetting Agents

- A. The wetting agent shall be water amended with one (1) oz. of a chemical surfactant per five (5) gallons of water. The composition of the surfactant shall be approximately 50% polyoxyethylene ether and 50% polyoxyethylene esters.

- END OF PART 2 -

PART 3 - EXECUTION

3.01 Personnel Protection

- A. Satisfy all applicable Worker protection requirements.
- B. Provide protective equipment for use by Workers and designated representatives of the Owner including disposable full body coveralls, respirators and approved cartridges, gloves, hard hats, and goggles. Maintain on site, two (2) sets of protective equipment for the exclusive use of representatives of the owner.

- C. At all times, provide all persons with personally issued and marked respiratory equipment suitable for the asbestos exposure level in the Work Zone. Ensure that all persons properly use this equipment at all times.
- D. As a minimum, half face negative pressure type respirators must be worn by all personnel during Work Zone preparation. If airborne concentrations of asbestos inside the Work Zone exceed 0.1 fibers per cubic centimeter, employ either PAPR or type "C" respiratory protection whichever is appropriate.
- E. Half face respirators shall constitute the minimum level of respiratory protection for all persons entering that Work Zone from the time the Work Zone is activated until acceptance.
- F. Should airborne concentrations of asbestos inside the Work Zone exceed 2.0 fibers per cubic centimeter, supply all personnel with personally issued and marked Type "C" supplied air respirators operated in the positive pressure demand mode.
- G. If the permissible respirators fail to provide sufficient protection against volatile substances emitted by any sealants or other chemicals used, the services of a certified industrial hygienist will be procured, at the Contractor's expense, to determine proper respiratory protection. The Owner will not be liable for the cost of increased respiratory protection.
- H. Maintain surveillance of heat stress conditions in the Work Zone. The prevailing Threshold Limit Values (TLVs) for heat stress and the method of heat stress measurement adopted by the American Conference of Governmental Industrial Hygienists (ACGIH) shall govern worker exposure to heat stress.

End of Subpart 3.01

3.02 Decontamination

- A. Construct and operate the Personnel and Waste Decontamination Enclosure Systems in conformance with all applicable rules and regulations. Locate decontamination units outside of the Work Zone.
- B. Construct the Decontamination Enclosure System (DES) as a series of three (3) completely enclosed and connected rooms: an Equipment Room, a Shower, and a Clean (locker) Room. Separate rooms with curtained doorways.
 - 1. Ensure that all egress from the Work Zone is through the DES.

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2. Ensure that all persons leaving the Work Zone vacuum themselves of asbestos in the Work Zone and disrobe in the Equipment Room, shower (including washing of hair) with respirator on, and redress in the Clean Room.
3. Ensure that all persons entering the Work Zone wear clean and new protective clothing and equipment prior to entrance.
4. Equip the Shower with hot and cold water adjustable at the tap, liquid soap, shampoo and disposable towels.
5. Leave all contaminated clothing and equipment in the Equipment Room in barrels or bags. Sanitize respirators in the showers. Equip with fresh cartridges in the Clean Room.
6. No more than one curtained doorway shall be opened at the same time.
7. Waste removal through the DES shall not occur while personnel are using the DES.

End of Subpart 3.02

3.03 Work Zone Preparation

A. Electrical Power: Unless otherwise indicated, shut down all electric power within the Work Zone, as follows:

1. Lock all circuits, which have been shut off, in the off position and label with a printed tag which reads as follows:

"TEMPORARY DISCONNECT
Due to Asbestos Removal Project
DO NOT ACTIVATE THESE CIRCUITS"

2. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. Provide all equipment, which must remain operable, as well as all temporary ground-fault interrupter circuits for lights and electrical equipment. Individually protect all power equipment used inside each Work Zone with in-line ground fault interrupters. Locate ground-fault interrupter outside of the Work Zone.
3. Provide all electrical tie-ins and extensions. Provide a temporary panel board, connected to an electric panel designated by the Owner.

B. Heating Ventilation and Air Conditioning (HVAC): Employ all means necessary to prevent contamination and fiber dispersal to other areas of the structure, as follows:

1. Thoroughly clean all HVAC Equipment and ductwork in the Work Zone. Seal all vents within the Work Zone with tape and plastic. Seal all HVAC duct seams. Wrap all ductwork in two (2) layers of plastic.
2. Remove all HVAC filters. Pack disposable filters in sealable double plastic bags for disposal at the approved landfill. Replace with new filters after final cleanup. Wet-clean permanent filters; reinstall after final cleanup.
3. Remove all heating and ventilating equipment grills, diffusers, returns, and other items located on the asbestos bearing surfaces. Wet clean all such items, seal in two (2) layers of plastic and remove from the Work Zone. Reinstall all displaced items after satisfactory clearance air testing.
4. HVAC systems shall be treated as follows:
 - a. Unless otherwise indicated, shutdown and lockout all heating, ventilating and air conditioning systems. Isolate system at points of entry to the Work Zone; use two (2) layers of plastic.
 - b. In cases where the HVAC system serving the Work Zone also serves other areas of the building which must remain in operation,

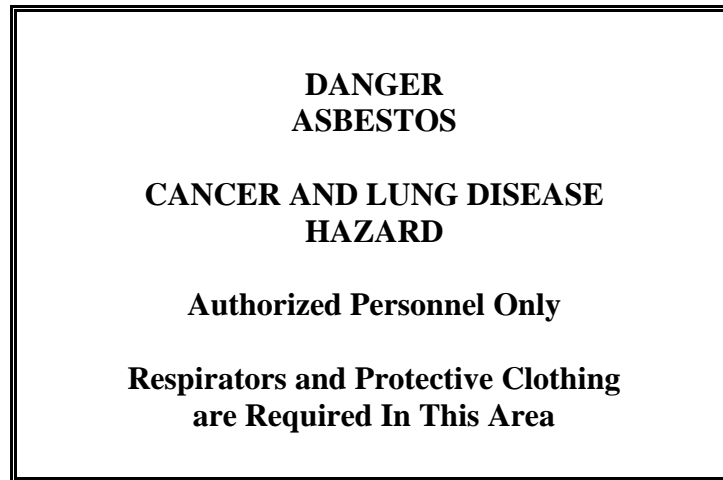
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- i. Isolate the ductwork entering the Work Zone from the remainder of the system. Cap all ductwork where it passes in or out of the Work Zone with galvanized steel ASTM 5261 in accordance with SMACNA HVAC Duct Construction Standards. Cover with two (2) layers of plastic.
 - ii. Operate the affected HVAC system twenty-four (24) hours per day from the initiation of Work Zone activation until successful final air clearance. Maintain a positive pressure within the operational portion of the HVAC system of 0.05 inch water gauge or greater with respect to the ambient pressure outside of the Work Zone. Install pressure-monitoring devices.
- c. In cases where it is necessary for ductwork passing through the Work Zone to remain active, the following conditions are to be maintained:
 - i. Maintain a positive pressure within the HVAC system of 0.05 inch water gauge (or greater) with respect to the ambient pressure outside of the Work Zone: the conditions for this system shall be maintained and be operational twenty-four (24) hours per day from the initiation of Work Zone preparation until successful final air clearance.
 - ii. Test, inspect and record the positive pressure in the duct both at the beginning and at the end of each shift.
 - iii. Monitor the positive pressurization of the duct using instrumentation that will trigger an audible alarm, if the static pressure falls below the set value.
 - iv. Place the supply air fan and the supply air damper for the active positive-pressurized duct in the manual "on" position to prevent shutdown by fail safe mechanisms.
 - v. Shut down and lock out the return air fan and the return air dampers.
 - vi. Cover all active HVAC ducts that pass through the Work Zone with two (2) layers of plastic.
- C. Steam Systems: Unless otherwise noted on the Drawings, shut down all steam systems passing through the Work Zone prior to activation.
- D. Utilities: Provide all water, electrical and waste facility connections, as well as all sanitary drains. The Contractor will not be charged for water used, electricity consumed, or discharges made to sanitary sewers as a part of this project.

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- E. Temporary Service Lines: Upon completion of abatement activities, remove all temporary service lines and restore to their original conditions, in a manner acceptable to the Engineer. Repair any part of the permanent service lines, equipment and building facilities disturbed or damaged as a result of the installation or removal of the temporary service lines.
- F. Temporary Heating: Provide temporary heating in the Work Zone, as needed to maintain a minimum temperature of 50°F. Heating equipment shall be approved by the Engineer.
- G. Movable Objects: Before Work is initiated; clean all items which can be removed without disrupting any asbestos material. Pre-clean movable objects within the proposed areas using HEPA filtered vacuum equipment an/or wet cleaning methods as appropriate; remove such objects from Work Zones to a temporary location, as directed by the Engineer.
- H. Fixed Objects: Pre-clean non-removable objects within the proposed Work Zones, using HEPA filtered vacuum equipment and wet cleaning methods as appropriate prior to abatement activities, and enclose with two (2) layers of plastic sealed with tape.
- I. Openings: Prior to placing plastic on walls, floors and ceilings, seal off all openings, including, but not limited to corridors, doorways, windows, skylights, ducts, grills, diffusers, and any other penetrations of the Work Zones, with two (2) layers of plastic sealed with tape.
- J. Floor, Wall and Ceiling Penetrations: Prior to any abatement activities fire stop all openings or penetrations that have not already been sealed. This includes empty holes, expansion joints and holes accommodating items such as cables, pipes, ducts, conduit, etc.
- K. Fire Exits: Maintain emergency and fire exits from the Work Zones, or establish alternative exits satisfactory to the local fire officials. Provide panic exit devices for security and egress. Establish this exit in accordance with all applicable codes and regulations.
- L. Signs: Outside of the perimeter barrier and at all entrances and exits to the Work Zone, post signs in English, Spanish and any other language spoken at the project location.

1. The signs shall read:



2. Demarcate the regulated area. Post signs at such a distance from the area that an employee will read these signs before entering the area.
- M. All of the above procedures shall be completed prior to the disturbance of any asbestos containing material.

End of Subpart 3.03

3.04 Asbestos Removal

A. Floor Tile and Mastic Removal

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Work in this part shall be performed in accordance with ICR 56. Where mastic removal is required, AV-A-3 may also be utilized.

The sequence of abatement activities shall be as follows:

1. The areas worked on shall be unoccupied and blocked off to uncertified personnel with barricade tape and with asbestos warning signs. Only certified personnel will be allowed in the abatement areas during work and up until the time clearance air tests are passed.
2. Construct remote or attached Decontamination Units for personnel and waste in accordance with NYS DOL ICR-56. Use studs, sixteen inches on center, covered with plywood and two (2) sheets of 6-mil fire retardant polyethylene sheeting.
3. Install critical barriers over all window and door openings, etc. Critical barriers shall consist of two (2) independent layers of 6-mil fire retardant polyethylene sheeting. Any opening over 32 square feet shall have a hard wall (plywood) barrier in addition to the plastic sheeting. **Inspect all plastic three times a day for sagging and repair all such sags or failures immediately.**
5. Secure a source of water within the Work Zone (other than the Shower within the Decontamination Zone) for wetting and cleaning.
6. Install a tape barrier at an appropriate distance from the perimeter of the tent to isolate the work area.
7. In accordance with ICR 56-11.7 *Non-friable Flooring and/or Mastic Removal*, floors walls and ceilings will not be required to be plasticized. The contractor shall install a four (4) foot splash guard of 6-mil fire retardant polyethylene sheeting on the wall above any cove base. Six (6) air changes per hour are required.
8. Wet all Asbestos prior to removal using a wetting agent. Maintain asbestos wet until packaged for disposal.
9. Upon detachment from the substrate, directly bag or drop into a flexible catch basin all asbestos containing waste material.
10. Following asbestos removal, the entire work area shall be wet cleaned and HEPA vacuumed.
11. Drying time following abatement as per ICR 56-9. Upon completion of the final drying period, the Project Monitor and/or Air Monitor shall inspect abatement locations for dryness and debris. All debris will be wetted, bagged and disposed of accordingly. Clearance air tests may be performed once abatement areas are inspected and determined to be dry and free of debris.

12. Isolation barriers/ tent shall not be dismantled until final clearance sampling has been performed and acceptable results attained.
13. Air monitoring of each work area shall be conducted in accordance with ICR 56-7, ICR 56-8 and AHERA. The number of samples required will be dependent on the amount of material being removed.
14. In the event of an unsatisfactory clearance air test results, abatement areas shall be re-cleaned, a new settling period observed and clearance tests rerun.

B. Pipe Insulation and Pipe Elbow Removal

1. For Pipe Insulation Removal and Pipe Elbow Removal, the Contractor may use NYS DOL ICR 56-11.3 as the removals are of a minor size.
2. Air sampling must follow ICR 56 subpart 56-4.

End of Subpart 3.04

3.05 Encapsulation

- A. Encapsulating material using an airless sprayer. Comply with manufacturer's recommendations. The Encapsulating material shall be mixed with contrasting color paint to assure proper application. No encapsulant will be allowed to be applied to abated surfaces until after acceptable final air sample results are received.

End of Subpart 3.05

3.06 Disposal Practices

- A. Wet and properly package all Asbestos prior to removal from the Work Zone via the Waste Decontamination Enclosure System. Remove all residual asbestos from the exterior of any package, drum, bag, or other container of Asbestos prior to removal from the Work Zone. Affix the ASBESTOS CAUTION label, the name of the Owner, the name of the Contractor, the name of any Tenant and the location where generated to all packages, drums, bags or other containers used for Asbestos disposal.
- B. Store all Asbestos Waste in a totally secure manner. Transport all Asbestos Waste to the disposal site within ten (10) days after completing the Work of this section.
- C. Transport Asbestos Waste through the building at the direction of the Engineer at times designated by the Owner. Use sealed carts.
- D. During the transport of Asbestos Waste, on or across public thoroughfares, employ a hauler bearing all required permits for the hauling of asbestos. The haulers shall carry insurance in the same types and amounts as the Contractor. In addition, the hauler shall carry "Sudden and Accidental Pollution Liability Insurance" in an amount not less than \$1,000,000.
- E. Dispose of Asbestos Waste at approved landfill bearing all appropriate licenses and permits for asbestos disposal and operated in compliance with all applicable rules and regulations. The Landfill used shall be dedicated for asbestos materials only and shall not accept any other hazardous substances.
- F. Within thirty (30) days of removal from the premises, the Contractor shall provide the Owner with disposal certificate(s) from the approved waste disposal site. Final payment will not be approved until all disposal certificates have been provided.

End of Subpart 3.06

3.07 Clean-up Procedures

A. Daily, during abatement activities:

1. Clean-up visible accumulations of loose Asbestos Waste whenever a sufficient amount of Asbestos Containing Material to fill a single asbestos waste bag has been removed. Removal all waste materials from the Work Zone at the end of each work shift. Maintain visible material wet until after clean up.
2. Place visible accumulations of Asbestos Waste in containers utilizing non-metallic dust pans and non-metallic squeegees or vacuums.
3. Do not use metal shovels.
4. Do not use brooms.
5. Wet clean and vacuum all surfaces of the Work Zone on a daily basis.
6. When the DES Shower Room alternates as a Washroom, wash the Shower Room immediately with cloths or mops saturated with a detergent solution prior to wet cleaning.
7. If excess water accumulates in the Work Zone, stop Work until the water is collected and disposed of properly.

B. Final Clearance, the Work Zone will be considered acceptable when it has passed both visual inspections and air testing performed by the Engineer according to the criteria and sequence below:

1. In order to pass each of the visual inspections, the Work Zone and adjacent areas shall be free of all visually apparent asbestos. Any disputes over the results of any visual inspection shall be resolved by the Contractor submitting the results of bulk sample analysis demonstrating the contents of the material in question. Remove all Asbestos materials and all asbestos contaminated materials; non-asbestos materials may remain. The laboratory performing such analyses shall be a regular participant in the ELAP Quality Assurance Program for bulk sample analyses with performance results satisfactory to the Engineer. The Engineer reserves the right to independently verify the bulk results.
2. If the Work Zone is not suitable for acceptance for any reason, promptly perform the Work requested by the Engineer.
3. Keep each Work Zone isolated and posted with ASBESTOS CAUTION and CAUTION KEEP OUT signs until after acceptance.

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4. Typical acceptance sequence shall be as follows:
- a. After removal of visible accumulations of Asbestos Waste, vacuum all surfaces;
 - b. Remove all bagged materials from the Work Site;
 - c. Wet clean and vacuum, surfaces in the Work Zone. Drying period is required – 6 hours;
 - d. Visual inspection by Engineer to verify the absence of Asbestos Waste, dust and or debris;
 - e. Clearance Air Monitoring; Clearance air monitoring shall consist of an adequate number of air samples taken inside of the work area and five air samples taken outside of the work area according to ICR 56 and AHERA.
 - f. Upon successful clearance air testing, shut down air filtration units (demobilization);
 - g. Remove the isolation barriers in conjunction with the use of HEPA vacuums;
 - h. After all Work and decontamination is complete, relocate and secure objects moved to temporary locations in the course of the Work to their former positions and assure that they are in working order.

- END OF PART 3 -
- END OF SECTION 02080 -

**SECTION 03 5400
CAST UNDERLAYMENT**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Liquid-applied self-leveling floor underlayment.
 - 1. Use cementitious type at all locations.

1.3 RELATED REQUIREMENTS

- A. Section 01 7000 - Execution: Alteration project procedures; selective demolition for remodeling.
- B. Section 03 3000 - Cast-in-Place Concrete concrete construction and finish.

1.4 REFERENCE STANDARDS

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2013.
- B. ASTM C 580 Flexural Strength
- C. ASTM D 3931 Bond Strength (concrete).
- D. ASTM F-2170 Relative Humidity in Concrete
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets documenting physical characteristics and product limitations of underlayment materials. Include information on surface preparation, environmental limitations, and installation instructions.
- C. Certificate: Certify that products meet or exceed specified requirements.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results of underlayments for compliance with requirements indicated.
- E. Minutes of preinstallation conference

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section with minimum five years of experience who has completed work similar in material, design, and extent to that indicated for this Project.
- B. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section 01300 Administrative Requirements

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Keep dry and protect from direct sun exposure, freezing, and ambient temperature greater than 105 degrees F.

1.8 REGULATORY REQUIREMENTS

- A. Conform to New York State Building Codes for combustibility or flame spread requirements.

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1.9 MOCK-UP

- A. Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Prepare mock-up in location designated by Fuller and D'Angelo, P.C..
 - 2. Area: 10 ft x 10 ft.
 - 3. Do not proceed with underlayment work until workmanship of mock-up has been approved by Fuller and D'Angelo, P.C.
 - 4. If Architect determines that mockups do not meet requirements, demolish and remove them from the site and cast others until mockups are approved.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed.
 - 7. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- B. Mock-up may remain as part of the Work.

1.10 FIELD CONDITIONS

- A. Do not install underlayment until floor penetrations and peripheral work are complete.
- B. Comply with manufacturer's written instructions for substrate temperature and moisture content, ambient temperature and humidity, ventilation, and other conditions affecting underlayments performance.
- C. Maintain minimum ambient temperatures of 50 degrees F 24 hours before, during and 72 hours after installation of underlayment.
- D. During the curing process, ventilate spaces to remove excess moisture.
- E. Close areas to traffic during underlayments application and, after application, for time period recommended in writing by manufacturer

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Cementitious Underlayment:
 - 1. Dramatic Surface Products/ Specialty Construction Brands, Inc; Product DSP 520: www.DramaticSurfaceProducts.com
 - 2. Ardex Engineered Cements Inc; Product Ardex K-15: www.ardex.com.

2.2 MATERIALS

- A. Cementitious Underlayment: Blended cement mix, that when mixed with water in accordance with manufacturer's directions will produce self-leveling underlayment with the following properties:
 - 1. Compressive Strength: Minimum 4000 psi after 28 days, tested per ASTM C109/C109M.
 - 2. Flexural Strength: Minimum 1000 psi after 28 days, tested per ASTM C348.
 - 3. Bond Strength: 350-400 psi when tested in conformance with ASTM D 3931
 - 4. Thickness: Capable of thicknesses from feather edge to maximum 3-1/2 inch.
 - 5. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0 in accordance with ASTM E84.
- B. Aggregate: Dry, well graded, washed silica aggregate, approximately 1/8 inch in size and acceptable to underlayment manufacturer.
- C. Reinforcement: Galvanized metal lath complying with recommendations of underlayment manufacturer for specific project circumstances.
- D. Water: Potable and not detrimental to underlayment mix materials.
- E. Primer: Manufacturer's recommended type.

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- F. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D 2240

2.3 MIXING

- A. Site mix materials in accordance with manufacturer's instructions.
- B. Add aggregate for areas where thickness will exceed 1-1/2 inch. Mix underlayment and water for at least two minutes before adding aggregate, and continue mixing to assure that aggregate has been thoroughly coated.
- C. Mix to self-leveling consistency without over-watering.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces are clean, dry, unfrozen, do not contain petroleum byproducts, or other compounds detrimental to underlayment material bond to substrate.

3.2 PREPARATION

- A. Concrete: Mechanically prepare steel troweled concrete to create a textured surface necessary to achieve the best bond; acceptable methods include bead blasting and scarifying. Do not use acid etching.
- B. Remove substrate surface irregularities. Fill voids and deck joints with filler. Finish smooth.
- C. Vacuum clean surfaces.
- D. Prime substrate in accordance with manufacturer's instructions. Allow to dry.
- E. Close floor openings.

3.3 APPLICATION

- A. Start topping application in presence of manufacturer's technical representative.
- B. Existing Concrete: Apply epoxy-bonding adhesive, mixed according to manufacturer's written instructions, and scrub into dry base slabs to a thickness of 1/16 to 1/8 inch, without puddling. Place topping while adhesive is still tacky
- C. Install underlayment in accordance with manufacturer's instructions.
- D. Pump or pour material onto substrate. Do not retemper or add water.
 - 1. Pump, move, and screed while the material is still highly flowable.
 - 2. Be careful not to create cold joints.
 - 3. Wear spiked shoes while working in the wet material to avoid leaving marks.
- E. Place to indicated thickness, with top surface level to 1/8 inch in 10 ft.
- F. For final thickness over 1-1/2 inches, place underlayment in layers. Allow initial layer to harden to the point where the material has lost its evaporative moisture. Immediately prime and begin application of the subsequent layer within 24 hours.
- G. Place before partition installation.
- H. Where additional aggregate has been used in the mix, add a top layer of neat mix (without aggregate), if needed to level and smooth the surface.
- I. Construction Joints: Construct joints true to line with faces perpendicular to surface plane of topping, at locations indicated or as approved by Architect.
 - 1. Coat face of construction joint with epoxy adhesive at locations where topping is placed against hardened or partially hardened topping.
- J. Contraction Joints: Form weakened-plane contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before topping develops random contraction cracks.

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1. Form joints in topping over contraction joints in base slabs, unless otherwise indicated.
2. Construct contraction joints for a combined depth equal to topping thickness and not less than one-fourth of base-slab thickness.
3. Construct contraction joints for a depth equal to one-half of topping thickness, but not less than 1/2 inch deep

K. If a fine, feathered edge is desired, steel trowel the edge after initial set, but before it is completely hard.

3.4 CURING

- A. Once underlayment starts to set, prohibit foot traffic until final set has been reached.
- B. Air cure in accordance with manufacturer's instructions.

3.5 JOINT FILLING

- A. Prepare and clean contraction joints and install epoxy joint filler, according to manufacturer's written instructions, once topping has fully cured.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install epoxy joint filler full depth of contraction joints. Overfill joint and trim joint filler flush with top of joint after hardening

3.6 FIELD QUALITY CONTROL

- A. Placed Material: Agency will inspect and test for conformance to specification requirements.

3.7 REPAIRS

- A. Defective Topping: Repair and patch defective topping areas, including areas that have not bonded to concrete substrate

3.8 PROTECTION

- A. Do not permit traffic over unprotected floor underlayment surfaces.

END OF SECTION

SECTION 04 2002
SINGLE-WYTHE UNIT MASONRY

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. Concrete masonry units.
- B. Reinforcement, anchorage, and accessories.

1.3 RELATED REQUIREMENTS

- A. Section 05 5000 - Metal Fabrications; Loose steel lintels
- B. Section 07 8400 - Firestopping: Firestopping at penetrations of masonry work.
- C. Section 07 9200 - Joint Sealants: Sealing control and expansion joints.

1.4 REFERENCE STANDARDS

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; 2011.
- B. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2009a (Reapproved 2014).
- C. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2014.
- D. UL (FRD) - Fire Resistance Directory; current edition.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for concrete masonry units and fabricated wire reinforcement.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

1.7 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.1 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depths as indicated on drawings for specific locations.
 - 2. All Units: ASTM C90, normal weight.
 - a. Hollow block, as indicated.
 - b. Exposed faces: Manufacturer's standard color and texture. Match existing texture.

2.2 MORTAR MATERIALS

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.

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1. Type: Type N.
2. Color: Standard gray.

2.3 REINFORCEMENT AND ANCHORAGE

- A. Single Wythe Joint Reinforcement: Truss type; ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M, Class 3; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.
- B. Strap Anchors: Bent steel shapes configured as required for specific situations, 1-1/4 in width, 0.105 in thick, lengths as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face, corrugated for embedment in masonry joint, mill galvanized.

2.4 ACCESSORIES

- A. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; ____ inch wide x by maximum lengths available.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Remove existing masonry back to nearest full unit as required to tooth-in new block.
- C. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.3 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness. Match existing coursing, pattern and joint size.
- C. Concrete Masonry Units:
 1. Bond: Running or as required to match existing
 2. Mortar Joints: Concave or as required to match existing.

3.4 PLACING AND BONDING

- A. Lay hollow masonry units with face shell bedding on head and bed joints.
- B. Remove excess mortar as work progresses.
- C. Interlock intersections with existing masonry and external corners.
- D. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- E. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- F. Strike mortar joints flush where wall tile is scheduled or cement parging is required.

3.5 REINFORCEMENT AND ANCHORAGE

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.

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- C. Lap joint reinforcement ends minimum 6 inches.
- D. Fasten anchors to structural framing and adjacent existing masonry and embed in masonry joints as masonry is laid. Space anchors at maximum of 24 inches horizontally and 16 inches vertically.

3.6 LINTELS

- A. Install loose steel lintels over openings.
- B. Maintain minimum 4 inch bearing on each side of opening.

3.7 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door frames in adjacent mortar joints. Fill frame voids solid with grout.

3.8 TOLERANCES

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

3.9 CUTTING AND FITTING

- A. Cut and fit for pipes and conduit. Coordinate with other sections of work to provide correct size, shape and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.10 CLEANING

- A. Remove excess mortar and mortar smears as work progresses.
- B. Replace defective mortar. Match adjacent work.
- C. Use non-metallic tools in cleaning operations.

END OF SECTION

**SECTION 05 5000
METAL FABRICATIONS**

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. Loose lintels, where required, for work under this section.
- B. Slotted channel framing for supplemental ceiling support.

1.3 RELATED REQUIREMENTS

- A. Section 04 2002 - Single-Wythe Unit Masonry: Placement of metal fabrications in masonry.
- B. 09 5100 - Acoustical Ceilings; installation of suspended ceilings.

1.4 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2013.
- C. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2014.
- D. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: For the following:
 - 1. Slotted Channel Framing

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.7 COORDINATION

- A. Coordinate installation of items specified in this specification needed for the installation of work specified in other sections.

PART 2 PRODUCTS

2.1 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Bolts, Nuts, and Washers: ASTM A325 (ASTM A325M), Type 1, galvanized to ASTM A153/A153M where connecting galvanized components.
- C. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

2.2 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Provide stainless-steel fasteners for fastening aluminum. Select fasteners for type, grade, and class required.
- B. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when

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installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

1. Material for Anchors in Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5
2. Material for Anchors in Exterior Locations: Alloy Group 1 stainless-steel bolts complying with ASTM F 593 and nuts complying with ASTM F 594

2.3 FABRICATED ITEMS

- A. Slotted Channel Framing: Fabricate channels and fittings from structural steel complying with the referenced standards; factory-applied, rust-inhibiting thermoset acrylic enamel finish.
- B. Slotted Channel Framing: Cold-formed metal channels with continuous slot complying with MFMA-3.
 1. Size of Channels: 1-5/8 by 1-5/8 inches.
 2. Material: Steel complying with ASTM A 1008/A 1008M, commercial steel, Type B; 0.0677-inch minimum thickness; coated with rust-inhibitive, baked-on, acrylic enamel. Color as selected by Architect.
 3. Provide in Science Rooms where shown on drawings

2.4 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

2.5 FINISHES - STEEL

- A. Prime paint all steel items.
 1. Exceptions: Galvanized items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
 1. Interior ferrous metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with performance requirements in FS TT-P-664

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.2 INSTALLATION

- A. Install fabricated items as per manufacturer's instructions
- B. Install items plumb and level, accurately fitted, free from distortion or defects.

3.3 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

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**SECTION 06 1000
ROUGH CARPENTRY**

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. Subflooring.
- B. Communications and electrical room mounting boards.
- C. Wood nailers, blocking, shims and plywood.
- D. Concealed wood blocking, nailers, and supports.
- E. Miscellaneous wood nailers, furring, and grounds.

1.3 RELATED REQUIREMENTS

- A. Section 09 2116 - Gypsum Board Assemblies: Gypsum-based sheathing.
- B. Section 12 3200 - Plastic Laminated Casework

1.4 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- B. AWPA U1 - Use Category System: User Specification for Treated Wood; 2012.
- C. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- D. PS 20 - American Softwood Lumber Standard; 2010.
- E. WPA G-5 - Western Lumber Grading Rules; 2011.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Pre-work site and building inspection report with photos, to document conditions before work starts.
- C. Shop drawings, or 2 foot long on-site samples which show the size, shape, configuration and method of fastening for all wood blocking assemblies, and which show how the blocking assemblies will relate to other adjoining work.
- D. Product Data: Provide technical data on lumber, plywood, fasteners, and application instructions .
- E. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- F. Material Safety Data Sheets.
- G. Simultaneously provide all Material Safety Data Sheets needed for this project, for all specification sections - collated by section, in three ring binders. Provide two binders for each building / school.
- H. Simultaneously provide all technical submittals needed for this project, for all technical sections, collated by section.
- I. Technical submittals shall be prepared and made by the firm that will perform the actual work.

1.6 QUALITY ASSURANCE

- A. A firm (Installer) with not less than 5 continuous years experience performing carpentry work comparable to that required for this project, employing personnel skilled in the work specified.
- B. The Installer shall directly employ the personnel performing the work of this section.
- C. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.

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1. Acceptable Lumber Inspection Agencies: Any agency with rules approved by American Lumber Standards Committee.
- D. Material Quality: Obtain each type of material from a single source to ensure consistent quality, color, pattern, and texture.
- E. Pre-Work Conference: Attend the pre-roofing meeting to discuss how carpentry work will be performed and coordinated with other work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Deliver and store materials dry at all times.
- C. Do not overload the structure when storing material on the roof.

1.8 WARRANTY

- A. For roof related installations:
 1. Provide a Contractor's written Guarantee which warrants that all work will remain free of material and workmanship defects and in a watertight condition for a five year period beginning upon Final Completion:
 2. Defective work includes but is not limited to the following types of failure: leakage, delamination, lifting, loosening, splitting, cracking, and undue expansion.
 3. The Contractor's Guarantee shall provide that the Contractor will make the repairs and modifications necessary to enable the work to perform as warranted at his own expense.
 4. The Guarantee shall include the removal and replacement of items or materials installed as part of the original work, if removal is needed to affect guaranteed repairs.
 5. The Contractor's Guarantee shall be issued no more than 30 days before the satisfactory completion of punch list work.
- B. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 1. Species: Douglas Fir, unless otherwise indicated, construction grade solid lumber free of splits, large knots and other imperfections.
- B. Lumber fabricated from old growth timber is not permitted.

2.2 DIMENSION LUMBER

- A. Grading Agency: Western Wood Products Association (WWPA).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.

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- C. Moisture Content: Kiln-dry or MC15.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.

2.3 CONSTRUCTION PANELS

- A. Subfloor/Underlayment Combination: Oriented strand board wood structural panel; PS 2, rated Single Floor.
 - 1. Bond Classification: Exterior.
 - 2. Edges: Square.
 - 3. Thickness: 3/4".
 - 4. Surface Finish: Fully sanded face.
- B. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

2.4 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Stainless steel for high humidity and exterior and preservative-treated wood locations, hot-dipped galvanized steel per ASTM A153/A153M for interior use.
 - 2. Use screws wherever possible, minimum size diameter #12. If nails are used they shall be annular ring shank type. Do not use dry wall screws to secure wood blocking assemblies.
- B. Subfloor Adhesives: Waterproof, air cure type, cartridge dispensed.

PART 3 EXECUTION

3.1 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.2 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.3 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.4 INSTALLATION OF CONSTRUCTION PANELS

- A. Subflooring/Underlayment Combination: Glue and nail to framing; staples are not permitted.
- B. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
 - 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
 - 2. Where boards are indicated or required as full floor-to-ceiling height, install with long edge of board parallel to studs.
 - 3. Install adjacent boards without gaps.

3.5 CLEANING AND PROTECTION

- A. General: Comply with the requirements of Section 01 7419.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.

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- 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

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**SECTION 07 8400
FIRESTOPPING**

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. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire-resistance rated and smoke-resistant assemblies, whether indicated on drawings or not.

1.3 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 7000 - Execution: Cutting and patching.
- C. Section 07 5323 - EPDM Roofing.
- D. 08 4313 - Aluminum-Framed Storefronts
- E. Section 09 2116 - Gypsum Board Assemblies: Gypsum wallboard fireproofing.

1.4 REFERENCE STANDARDS

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2015.
- B. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 2013a.
- C. ASTM E2307 - Standard Test Method for Determining Fire Resistance of Perimeter Fire Barriers Using Intermediate-Scale, Multi-story Test Apparatus; 2015a.
- D. ASTM E2837 - Standard Test Method for Determining the Fire Resistance of Continuity Head-of-Wall Joint Systems Installed Between Rated Wall Assemblies and Nonrated Horizontal Assemblies; 2013.
- E. ITS (DIR) - Directory of Listed Products; current edition.
- F. FM 4991 - Approval Standard for Firestop Contractors; 2013.
- G. FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition.
- H. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.
- I. UL (FRD) - Fire Resistance Directory; current edition.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.

1.6 QUALITY ASSURANCE

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with ASTM E 814 and ASTM E 119.
 - 1. Listing in the current-year classification or certification books of UL, FM, or ITS (Warnock Hersey) will be considered as constituting an acceptable test report.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and:

PART 2 PRODUCTS

2.1 FIRESTOPPING - GENERAL REQUIREMENTS

- A. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.
- B. Fire Ratings: See Drawings for required systems and ratings.

2.2 FIRESTOPPING ASSEMBLY REQUIREMENTS

- A. Perimeter Fire Containment Firestopping: Use any system that has been tested according to ASTM E2307 to have fire resistance F Rating equal to required fire rating of the floor assembly.
- B. Head-of-Wall Firestopping at Joints Between Non-Rated Floor and Fire-Rated Wall: Use any system that has been tested according to ASTM E2837 to have fire resistance F Rating equal to required fire rating of floor or wall, whichever is greater.
- C. Through Penetration Firestopping: Use any system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.

2.3 FIRESTOPPING SYSTEMS

- A. Firestopping at Uninsulated Metallic Pipe and Conduit Penetrations, of diameter 4 inches or less: Any material meeting requirements.
 - 1. Floors: UL Design No. C-AJ-1366, F Rating 2 hour.
 - 2. Storage Room Walls: UL Design No. W-L-1167, F Rating 2 hour.
 - 3. Corridor Walls: UL Design No. W-L-1167, F Rating 1 hour.
- B. Firestopping at Steel Duct - 30"x18" max.: Caulk or putty.
 - 1. Storage Room Walls: UL Design No. W-L-7091, F Rating 2 hour.
 - 2. Corridor Walls: UL Design No. W-L-7091, F Rating 1 hour.
- C. Firestopping at Control Joints (without Penetrations): Any material meeting requirements.
 - 1. Between top of fire rated walls and bottom of slab above: UL Design No. ____, F Rating 1-1/2 hour.
- D. Firestopping Between Top of Partition Wall and Roof Slab: Fiber firestopping with smoke seal coating; UL Design No. HW-S-0003, F Rating 1 hour, Provide at all Corridor, Storage Room and other noted fire rated partitions..

2.4 MATERIALS

- A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Elastomeric Silicone Firestopping: Single component silicone elastomeric compound and compatible silicone sealant; conforming to the following:
 - 1. Manufacturers:
 - a. 3M Fire Protection Products; Product CP-25WB: www.3m.com/firestop.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify openings are ready to receive the work of this section.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.

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3.3 INSTALLATION

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by authority having jurisdiction.
- C. Install labeling required by code.

3.4 PROTECTION

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS**

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. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.3 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.

1.4 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2006 (Reapproved 2011).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- D. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2002 (Reapproved 2013).

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

1.7 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
1. Dow Corning Corporation; _____: www.dowcorning.com/construction/#sle.
 2. Pecora Corporation; _____: www.pecora.com/#sle.
 3. Sika Corporation; _____: www.usa-sika.com/#sle.
 4. Sonneborn Building Products Div.

2.2 JOINT SEALANT APPLICATIONS

- A. Scope:
1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between different exposed materials.
 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between doors and other frames and adjacent construction.
 - b. Control and expansion joints on exposed interior surfaces of exterior walls.
 - c. Tile control and expansion joints.
 - d. Vertical joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
 - e. Vertical joints of intersecting wall, column enclosures and similar exposed masonry.
 - f. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - g. Other joints indicated.
- B. Interior Wet Areas: restrooms; fixtures in wet areas include plumbing fixtures and other similar items.

2.3 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.4 NONSAG JOINT SEALANTS

- A. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: White.
 2. Manufacturers:
 - a. Pecora Corporation; 898 Silicone Sanitary Sealant: www.pecora.com.
 - b. Sanitary 1700; GE Silicones..
 - c. 786 Mildew Resistant; Dow Corning.
 3. Applications: Use for:
 - a. Use for all perimeter joints of toilet fixtures and similar locations..
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: To be selected by Fuller and D'Angelo, P.C. from manufacturer's standard range.
 4. Manufacturers:

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- a. Pecora Corporation; Dynatrol I;: www.pecora.com.
 - b. Sika Corporation; Sikaflex-1a: www.usa-sika.com/#sle.
 - c. NP 1; Sonneborn Building Products Div., ChemRex Inc.
5. Applications: Use for:
- a. All exterior and interior joints.

2.5 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.3 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.4 FIELD QUALITY CONTROL

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION

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**SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Fire-rated steel doors and frames.

1.3 RELATED REQUIREMENTS

- A. Section 08 7100 - Door Hardware.
- B. Section 09 9000 - Paints and Coatings: Field painting.

1.4 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- B. ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Coatings for Steel Doors and Frames; 2007 (R2011).
- C. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.
- D. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014.
- E. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; 2007.
- F. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.
- G. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; 2012.
- H. UL 1784 - Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Samples: Submit two samples of metal, 2 x 2 inches in size showing factory finishes, colors, and surface texture.
- E. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- F. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Manufacturer Qualifications: Provide hollow metal doors and frames from SDI Certified manufacturer: <https://steeldoors.org/sdi-certified/#sle>.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.

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- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Steel Doors and Frames:
1. Assa Abloy Curries: Product: Curriestain www.assaabloydss.com.
 2. Steelcraft; Product GrainTech® Doors: www.steelcraft.com.

2.2 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
1. Accessibility: Comply with ANSI/ICC A117.1.
 2. Door Top Closures: Flush with top of faces and edges.
 3. Door Edge Profile: Beveled.
 4. Door Texture: Embossed wood-grain faces.
 5. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.3 EMBOSSED WOOD GRAIN FINISH DOORS

- A. GrainTech® Doors: GrainTech® stainable steel doors: 16 gage for interior and exterior A60 hot dipped galvanized steel.
1. Fabricated from steel that has an embossed wood grain pattern extending the full height and width of the door. Provide a wood grain embossment minimum .005" deep. Applied grain pattern or material is not acceptable.
 2. Doors are to be reinforced, stiffened, sound deadened and insulated with polyurethane.
 3. Provide doors with continuous vertical mechanical interlocking joints at lock and hinge edges with visible edge seams. Seal the internal portion of the seam with epoxy.
 - a. An intermittent fastening along the seam is not permitted. Bevel doors (1/8" in 2") hinge and lock edges.
 4. Provide closed top and bottom steel reinforcement channels galvanized 14 gage and projection welded to both panels.

2.4 STEEL FRAMES

- A. General:
1. Comply with the requirements of grade specified for corresponding door.
 - a. ANSI A250.8 Level 3 Doors: 16 gage frames.
 2. Finish: Factory primed, for field finishing.
- B. Interior Door Frames, Fire-Rated: Fully welded type.
1. Fire Rating: Same as door, labeled.

2.5 ACCESSORY MATERIALS

- A. Glazing: As specified in Section 08 8000, factory installed.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
- C. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.

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- D. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

2.6 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.
- B. Factory Finish: Complying with ANSI A250.3, manufacturer's standard coating.
 - 1. Color: To be selected by Fuller and D'Angelo, P.C. from manufacturer's standard range.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.2 PREPARATION

3.3 INSTALLATION

- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
- B. In addition, install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Coordinate installation of hardware.
- E. Touch up damaged factory finishes.
- F. Field paint all new door frames and accessories not factory finished.

3.4 TOLERANCES

- A. Clearances Between Door and Frame: As specified in ANSI A250.8 - SDI-100.
- B. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

3.5 ADJUSTING

- A. Adjust for smooth and balanced door movement without binding or restriction.

END OF SECTION

**SECTION 08 7100
DOOR HARDWARE**

GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Hardware for metal door.

1.3 Related Sections:

- A. 07 9005 - Joint Sealers for sealant requirements applicable to threshold installation under the work of this section.

1.4 REFERENCES

- A. Applicable state and local building codes and standards.
- B. Fire/Life Safety
 - 1. NFPA - National Fire Protection Association
 - a. NFPA 80 - Standard for Fire Doors and Fire Windows
 - b. NFPA 101 - Life Safety Code
 - c. NFPA 105 - Smoke and Draft Control Door Assemblies
 - 2. NY State Building Code
- C. UL - Underwriters Laboratories
 - 1. UL 10B - Fire Test of Door Assemblies
 - 2. UL 10C - Positive Pressure Test of Fire Door Assemblies
 - 3. UL 1784 - Air Leakage Tests of Door Assemblies
- D. Accessibility
 - 1. ADA - Americans with Disabilities Act[Plus State Amendments].
 - 2. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
- E. DHI - Door and Hardware Institute
 - 1. Sequence and Format for the Hardware Schedule
 - 2. Recommended Locations for Builders Hardware
- F. ANSI - American National Standards Institute
 - 1. ANSI/BHMA A156.1 - A156.29, and ANSI A156.31 - Standards for Hardware and Specialties

1.5 SUBMITTALS

- A. General:
 - 1. Submit the following in accordance with Conditions of Contract and Division 01 requirements.
 - 2. Advise Architect within the submittal package of incompatibility or issues which may detrimentally affect the work of this section.
 - 3. Prior To Forwarding Submittal: Comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, "EXAMINATION" article, herein.
- B. Action Submittals:
 - 1. Product Data: Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
 - 2. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by the Sequence of Format for the Hardware Schedule as published by the Door and Hardware

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Institute. Indicate complete designations of each item required for each door or opening, Include the following information:

- a. Door Index; include door number, heading number, and Architects hardware set number.
 - b. Opening Lock Function Spreadsheet; list locking device and function for each opening.
 - c. Type, style, function, size, and finish of each hardware item.
 - d. Name and manufacturer of each item.
 - e. Fastenings and other pertinent information.
 - f. Location of each hardware set cross-referenced to indications on Drawings.
 - g. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - h. Mounting locations for hardware.
 - i. Door and frame sizes and materials.
 - j. Name and phone number for the local manufacturer's representative for each product.
 - k. Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and/or access control components). Operational description should include how the door will operate on egress, ingress, and fire/smoke alarm connection.
 - a) Submittal Sequence: Submit door hardware schedule concurrent with submissions of product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
3. Key Schedule:
- a. After a keying meeting between representatives of the Owner, Architect, hardware supplier provide a keying schedule listing the levels of keying as well as an explanation of the key system's function, the key symbols used and the door numbers controlled.
 - b. Utilize ANSI A156.28 "Recommended Practices for Keying Systems" as a guideline for nomenclature, definitions, and approach for selecting the optimal keying system.
 - c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
 - d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
 - e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion.
 - a) Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
 - f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.
4. Templates: After final approval of the hardware schedule, provide templates for doors, frames and other work specified to be factory prepared for the installation of door hardware.
- C. Informational Submittals:
1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
 2. Product Certificates for electrified door hardware, signed by the manufacturer:
 - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
 3. Certificates of Compliance:
 - a. Upon request of Architect or Authority Having Jurisdiction certificates of compliance for fire-rated hardware and installation instructions shall be made available.

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4. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
 5. Warranty: Special warranty specified in this Section.
- D. Closeout Submittals:
1. Refer to 01 7800 - Closeout Submittals for additional requirements.
 2. Operations and Maintenance Data : Provide in accordance with Division 01 and include the following:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Name, address, and phone number of local representative for each manufacturer.
 - d. Parts list for each product.
 - e. Copy of final approved hardware schedule, edited to reflect conditions as-installed.
 - f. Copy of final keying schedule.
 - g. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.
 - h. Copy of warranties including appropriate reference numbers for manufacturers to identify the project.

1.6 QUALITY ASSURANCE

- A. Product Substitutions: For the purpose of performing the work of this section, comply with product requirements stated in Division 01 and as specified herein.
1. Where a specific manufacturer's product is named and accompanied by the words "No Substitute," including make or model number or other designation, provide the product exactly as specified. (Note: Certain products have been selected for their unique characteristics and particular project suitability.)
- B. Supplier Qualifications and Responsibilities: A recognized architectural hardware supplier that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides a certified Architectural Hardware Consultant (AHC) available to the Owner, Architect, and Contractor, at reasonable times during the course of the Work for consultation.
1. Warehousing Facilities: In Project's vicinity.
 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 4. Coordination Responsibility: Coordinate installation of the electronic security hardware with the Architect and electrical engineers and provide installation and technical data to the Architect and other related subcontractors.
 - a. Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.
- C. Installer Qualifications: Qualified tradesmen, skilled in the application of commercial grade hardware that has a record of successful in-service performance for installing door hardware similar in quantity, type, and quality to that indicated for this Project.
- D. Single Source Responsibility: Obtain each type of door hardware from a single manufacturer.
1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated.

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- 2. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.
- E. Fire-Rated Door Openings: Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by Underwriters Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to the authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
 - 1. Each article of hardware shall be individually packaged in manufacturer's original packaging.
- C. Project Conditions:
 - 1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
 - 2. Provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- D. Protection and Damage:
 - 1. Promptly replace products damaged during shipping with exactly the same products.
 - 2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during the course of the Work.
 - 3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
- E. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- F. Deliver keys (and permanent cores) to Owner by registered mail or overnight package service.

1.8 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
- E. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.
- F. Direct shipments not permitted, unless approved by the Contractor.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

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1. Warranty Period: Years from date of Substantial Completion, for durations indicated.
 - a. Closers:
 - a) Mechanical: 10 years.
 - b) Electrified: 2 years.
 - b. Locksets:
 - a) Mechanical: 3 years.
 - b) Electrified: 1 year.
 - c. Continuous Hinges: Lifetime warranty
 - d. Key Blanks: Lifetime
2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.10 MAINTENANCE

- A. Maintenance Tools:
 1. Furnish One (1) complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. The Awarding Authority has determined that certain products will be selected for their unique characteristics and particular project suitability to insure continuity of existing and future performance and maintenance standards. After investigating available product offerings the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."
1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.
- B. Approval of manufacturers other than those listed shall be submitted for approval in writing 60 day prior to the bid date.
 1. Scheduled Manufacturer
 2. Continuous Hinges Ives (IVE)
 3. Locksets & Deadlocks Schlage (SCH)
 4. Door Closers (LCN)
 5. Thresholds & Weatherstrip Zero
 6. Cylinders & Keying Schlage (SCH)
- C. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
- D. Where the hardware specified is not adaptable to the finished shape or size of the members requiring hardware, furnish suitable types having the same operation and quality as the type specified, subject to the Architect's approval.

2.2 MATERIALS

- A. Fasteners
 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
 2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.

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3. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent that no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Review door specification and advise Architect if thru-bolts are required.
4. Hardware shall be installed with the fasteners provided by the hardware manufacturer.

2.3 ALUMINUM GEARED CONTINUOUS HINGE

A. Manufacturers:

1. Scheduled Manufacturer: Ives.
2. Requirements:
 - a. Provide aluminum geared continuous hinges conforming to ANSI A156.25, Grade 2.
 - b. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum, with .25 inch diameter Teflon coated stainless steel hinge pin.
 - c. Provide split nylon bearings at each hinge knuckle for quiet, smooth, self-lubricating operation.
 - d. Hinges shall be capable of supporting door weights up to 450 pounds, and shall be successfully tested for 1,500,000 cycles.
 - e. On fire-rated doors, provide aluminum geared continuous hinges that are classified for use on rated doors by a testing agency acceptable to the authority having jurisdiction.
 - f. Provide aluminum geared continuous hinges with electrified option where specified. Provide with sufficient number and gage of concealed wires to accommodate electric function of specified hardware.
 - g. Install hinges with fasteners supplied by manufacturer. Hole pattern shall be symmetrically patterned.

2.4 MORTISE LOCKS – GRADE 1

A. Manufacturer:

1. Scheduled Manufacturer: Schlage LV9000 Series

B. Requirements:

1. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12 gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim shall incorporate two (2) independent inside and outside operating spindles to prevent manipulation of lock. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions. Cylinders: Refer to "KEYING" article, herein.
2. Provide levers with vandal resistant technology for use at heavy traffic or abusive applications. Levers feature internal lock components that prevent damage caused by excessive force from persons kicking, hitting or standing on the lever to gain access.
3. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
4. Lever trim shall be solid cast levers without plastic inserts, and wrought roses on both sides. Locksets shall be thru-bolted to assure proper alignment.
 - a. Lever design shall be as specified in hardware sets.

2.5 CYLINDERS

A. Manufacturer:

1. Scheduled Manufacturer: Match district's existing system

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- B. Requirements: Provide cores complying with the following requirements.
 - 1. Cylinders/cores compliant with ANSI/BHMA A156.5; latest revision, Section 12, Grade 1; permanent cylinders; cylinder face finished to match lockset, manufacturer's series as indicated.
 - a. FSIC cylinders in the below-listed configuration(s), distributed throughout the Project as indicated.
 - a) Conventional: cylinder with FSIC interchangeable core with patented, restricted keyway.
 - 2. Keying: Manufacturer-keyed permanent cylinders/cores, configured into keying system per "KEYING" article herein.
 - 3. Forward cores to Owner, separately from keys, by means as directed by Owner.
- C. Replaceable Construction Cores.
 - 1. Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.

2.6 KEYING

- A. Keying System: Match district's existing keying system
- B. Keys
 - 1. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
 - 2. Quantity: Furnish in the following quantities.
 - a. Change (Day) Keys: 3 per cylinder/core.
 - b. Permanent Control Keys: 3.
 - c. Master Keys: 6.

2.7 DOOR CLOSERS

- A. Manufacturers:
 - 1. Scheduled Manufacturer: LCN 4020 series
- B. Requirements:
 - 1. Provide door closers certified to ANSI/BHMA A156.4 Grade 1 requirements by a BHMA certified independent testing laboratory. Closers shall be ISO 9000 certified. Units shall be stamped with date of manufacture code.
 - 2. Door closers shall have fully hydraulic, full rack and pinion action with a high strength cast iron cylinder, and shall utilize full complement bearings at shaft. Cylinder body shall be 1-1/2 inch diameter, and double heat-treated pinion shall be 11/16 inch diameter.
 - 3. Provide hydraulic fluid requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F. Fluid shall be fireproof and shall pass the requirements of the UL10C "positive pressure" fire test.
 - 4. Spring power shall be continuously adjustable over the full range of closer sizes, and allow for reduced opening force as required by accessibility codes and standards. Hydraulic regulation shall be by tamper-proof, non-critical valves. Closers shall have separate adjustment for latch speed, general speed, and backcheck.
 - 5. Provide closers with a solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
 - 6. Closers shall not incorporate Pressure Relief Valve (PRV) technology.
 - 7. Closer cylinders, arms, adapter plates, and metal covers shall have a powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or shall have special rust inhibitor (SRI).
 - 8. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

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9. Mount closers on room side of corridor doors. Closers shall not be visible in corridors, lobbies and other public spaces unless approved by Architect.
10. Provide metal covers.

2.8 FINISHES

- A. Finish of all hardware shall be 626/US26D or equivalent matching finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Existing Door and Frame Compatibility: Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with the existing door and frame preparation and existing conditions.
- C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Where on-site modification of doors and frames is required, prepare hardware locations in accordance with the following:
 1. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
 2. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
 3. Where doors are in rated assemblies, comply with NFPA 80 for restrictions on on-site door hardware preparation.
 4. Where on-site modification of existing doors and frames is required:
 - a. Remove existing hardware being replaced, tag, and store according to contract documents.
 - b. Field modify and prepare existing door and/or frame for new hardware being installed.
 - c. When modifications are exposed to view, use concealed fasteners, when possible.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 2. Custom Steel Doors and Frames: HMMA 831.
 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations, using only the fasteners provided by the manufacturer.
- C. Do not install surface mounted items until finishes have been completed on the substrate. Protect all installed hardware during painting.
- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

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- F. Operating parts shall move freely and smoothly without binding, sticking, or excessive clearance.
- G. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- H. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as indicated in keying section.
 - 2. Furnish permanent cores to Owner for installation.
- I. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present a tripping hazard.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 DEMONSTRATION

- A. Provide training for the Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 01 Section "Demonstration and Training."

3.7 DOOR HARDWARE SCHEDULE

- A. Provide hardware for each door to comply with requirements of this section and the below-listed scheduled sets.
- B. It is intended that the following schedule includes complete items of door hardware necessary to complete the work. If a discrepancy is found in the scheduled hardware sets, such as a missing item, improper hardware for a frame, door or fire codes, provisions of the above-specifications shall govern.
- C. Locksets, exit devices, and other hardware items are referenced in the following hardware sets for series, type and function. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.

3.8 HARDWARE SETS:

HARDWARE GROUP NO. 01

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
1 EA	CONT. HINGE	112HD	628	IVE
1 EA	PRIV. W/ INDICATOR	L9440 06N L283-722	626	SCH
1 EA	SFIC CORE	TO SUIT	626	BES
1 EA	SURFACE CLOSER	4020T-18 MC	689	LCN
2 EA	KICK PLATE	8400 10" X 1" LDW B4E	630	IVE

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1	EA	WALL STOP	WS401CVX	626	IVE
3	EA	SILENCERS	SR64	GRY	ZER

HARDWARE GROUP NO. 02

Provide each SGL door(s) with the following:

Qty	Description	Catalog Number	Finish	Mfr
1 EA	CONT. HINGE	112HD	628	IVE
1 EA	CLASSROOM LOCK	LV9071HD 06N L283-711	626	SCH
1 EA	SFIC CORE	TO SUIT	626	BES
1 EA	SURFACE CLOSER	4020T-18 MC	689	LCN
2 EA	KICK PLATE	8400 10" X 1" LDW B4E	630	IVE
1 EA	WALL STOP	WS401CVX	626	IVE
3 EA	SILENCERS	SR64	GRY	ZER

END OF SECTION

SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

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. Metal stud wall framing.
- B. Acoustic insulation.
- C. Cementitious backing board.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.

1.3 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping: Top-of-wall assemblies at fire rated walls.
- B. Section 07 9005 - Joint Sealers: Acoustic sealant.
- C. Section 08 1213 - Hollow Metal Frames

1.4 REFERENCE STANDARDS

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- B. ANSI A108.11-SystemDeleted - American National Standard for Interior Installation of Cementitious Backer Units; 2010 (Revised).
- C. ANSI A118.9-SystemDeleted - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 1999 (Reaffirmed 2010).
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- E. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- F. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- G. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- H. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2015.
- I. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- J. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- K. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.
- L. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- M. ASTM C1325 - Specification for Non-Asbestos Fiber-Mat Reinforced Cementitious Backer Units; 2014.
- N. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.

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- O. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- P. GA-216 - Application and Finishing of Gypsum Board; 2013.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

PART 2 PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

2.2 METAL FRAMING MATERIALS

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Thickness: 20 ga. minimum
 - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- B. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and fastened as indicated on drawings.

2.3 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum: www.americangypsum.com/#sle.
 - 2. Georgia-Pacific Gypsum: www.gpgypsum.com/#sle.
 - 3. USG Corporation: www.usg.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold-resistant board is required at all locations.
 - 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - 4. Mold-Resistant Paper-Faced Products:
 - a. American Gypsum; M-Bloc.
 - b. Georgia-Pacific Gypsum; ToughRock Mold-Guard.
- C. Backing Board For Tile Areas:
 - 1. Application: Surfaces behind tile in toilets _____.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - 3. ANSI Cement-Based Board: Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9-SystemDeleted or ASTM C1325.

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- a. Thickness: 5/8" inch.
- b. Products:
 - a) National Gypsum Company; PermaBase Cement Board:
www.nationalgypsum.com/#sle.
 - b) USG Corporation; Durock: www.usg.com.
- D. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Ceilings, unless otherwise indicated.
 - 2. Thickness: 1/2 inch.
 - 3. Edges: Tapered.

2.4 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed mineral fiber, friction fit type, unfaced. Thickness: 3.5 inch.
- B. Acoustic Insulation: 1; preformed glass fiber, friction fit type, unfaced. Thickness: 2 inches.
- C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.
 - 3. Manufacturers - Finishing Accessories:
 - a. Same manufacturer as framing materials.
- D. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 2. Ready-mixed vinyl-based joint compound.
- E. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- F. Screws for Attachment to Steel Members From 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.2 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Studs: Space studs at 16 inches on center.
 - 1. Extend partition framing to structure in all locations.
 - 2. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double 16 ga. studs at jambs.
- D. Standard Wall Furring: Install at indicated locations , not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches on center.
 - 1. Orientation: Horizontal.
 - 2. Spacing: At 16 inches on center.
- E. Blocking: Install mechanically fastened steel channel blocking for support of:

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1. Framed openings.
2. Wall mounted cabinets.
3. Wall mounted door hardware.

3.3 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.

3.4 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Double-Layer Non-Rated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- D. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11-SystemDeleted and manufacturer's instructions.
- E. Installation on Metal Framing: Use screws for attachment of all gypsum board .

3.5 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 1. Not more than 30 feet apart on walls over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.6 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 2. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 1. Feather coats of joint compound so that camber is maximum 1/32 inch.

3.7 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

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**SECTION 09 2300
GYPSUM PLASTERING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Gypsum plaster over metal lath and masonry.
- B. Repairs to existing gypsum plaster.

1.2 RELATED REQUIREMENTS

- A. Section 07 9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.
- B. Section 09 2116 - Gypsum Board Assemblies: Metal stud framing and furring for plaster.

1.3 REFERENCE STANDARDS

- A. ASTM C28/C28M - Standard Specification for Gypsum Plasters; 2010 (Reapproved 2015).
- B. ASTM C35 - Standard Specification for Inorganic Aggregates for Use in Gypsum Plaster; 2001 (Reapproved 2014).
- C. ASTM C842 - Standard Specification for Application of Interior Gypsum Plaster; 2005 (Reapproved 2010).

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide data on plaster materials, characteristics, and limitations of products specified.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience.

1.6 FIELD CONDITIONS

- A. Do not apply plaster when substrate or ambient air temperature is under 50 degrees F or over 80 degrees F.
- B. Maintain minimum ambient temperature of 50 degrees F during and after installation of plaster.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Gypsum Plaster:
 - 1. National Gypsum Company: www.nationalgypsum.com/#sle.
 - 2. USG: www.usg.com/#sle.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.2 PLASTER MATERIALS

- A. Aggregate for Base Coats: ASTM C35; sand.
- B. Base Plaster: Gypsum neat plaster complying with ASTM C 28
 - 1. Product: Gold Bond Brand Two-Way Hardwall Gypsum Plaster manufactured by National Gypsum Co.
- C. Ready-Mixed Finishing Plaster: Gypsum/Lime putty type, ASTM C28; mixture of gauging plaster and lime.
 - 1. Product: Kal-Kote manufactured by National Gypsum Co..
- D. Aggregate for Finish Coats: As specified in ASTM C842.
- E. Water: Clean, fresh, potable and free of mineral or organic matter that could adversely affect plaster.

2.3 METAL LATH AND FURRING

- A. Lath, Beads, Screeds, and Joint Accessories: Galvanized steel

2.4 PLASTER MIXES

- A. Over Metal Lath: Three-coat application, ready-mixed plaster, mixed and proportioned in accordance with ASTM C842 and manufacturer's instructions.
- B. Ready-Mixed Plaster Materials: Mix in accordance with manufacturer's instructions.
- C. Finish Coat for Troweled Finish: Lime putty with gypsum gauging plaster, mixed and proportioned in accordance with ASTM C842.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing conditions are satisfactory before starting work.
- B. Masonry: Verify joints are cut flush and surface is ready to receive work of this section. Verify no bituminous or water repellent coatings exist on masonry surface.
- C. Grounds and Blocking: Verify items within walls for other sections of work have been installed.
- D. Metal Lath and Accessories: Verify lath is flat, secured to substrate, and joint and surface perimeter accessories are in place.

3.2 PREPARATION

- A. Remove any loose or deteriorated existing base or finish coats.
- B. Dampen masonry surfaces to reduce excessive suction.
- C. Apply bonding agent in accordance with manufacturer's instructions.

3.3 PLASTERING

- A. Apply gypsum plaster in accordance with ASTM C842 and manufacturer's instructions.
- B. Thickness of Plaster including Finish Coat:
 - 1. Over metal lath: 5/8 inch. or as required to match existing thickness
 - 2. Direct to unit masonry: 5/8 inch. or as required to match existing thickness.
- C. Finish Texture: Trowel to a consistent and smooth finish to match adjacent existing surfaces..

3.4 TOLERANCES

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet.

END OF SECTION

**SECTION 09 3000
TILING**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Agreement between Owner and Contractor and other Division 1 Specification Sections, apply to this Section

1.2 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Stone thresholds.
- D. Ceramic trim.
- E. Non-ceramic trim.
- F. Membrane waterproofing.

1.3 RELATED REQUIREMENTS

- A. Section 03 5400 - Cast Underlayment.
- B. Section 07 9005 - Joint Sealers.
- C. Section 09 2116 - Gypsum Board Assemblies: Tile backer board.

1.4 REFERENCE STANDARDS

- A. ANSI A108/A118/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2013.1.
 - 1. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).
 - 2. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 1999 (Reaffirmed 2010).
 - 3. ANSI A108.11-SystemDeleted - American National Standard for Interior Installation of Cementitious Backer Units; 2010 (Revised).
 - 4. ANSI A118.7 - American National Standard Specifications for High Performance Cement Grouts for Tile Installation; 2010 (Revised).
 - 5. ANSI A118.9-SystemDeleted - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 1999 (Reaffirmed 2010).
 - 6. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes For Thin-Set Ceramic Tile And Dimension Stone Installation; 2014.
- B. ANSI A118.15 - American National Standard Specifications for Improved Modified Dry-Set Cement Mortar; 2012.
 - 1. ANSI A136.1 - American National Standard for Organic Adhesives for Installation of Ceramic Tile; 2008 (Reaffirmed 2013).
 - 2. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2013.1.
 - 3. ASTM C373 - Standard Test Method for Water Absorption, Bulk Density, Apparent Porosity, and Apparent Specific Gravity of Fired Whiteware Products, Ceramic Tiles, and Glass Tiles; 2014a.
- C. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2015.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.

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- C. Samples: Mount tile and apply grout on two plywood panels, minimum 18 x 18 inches in size illustrating pattern, color variations, and grout joint size variations.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.
- F. Maintenance Materials: Furnish the following for Edgemont School District's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Tile: 10 square feet of each size, color, and surface finish combination.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum 5 years of documented experience.
- B. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

1.7 MOCK-UP

- A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
- B. Construct tile mock-up where indicated on the drawings, incorporating all components specified for the location.
 - 1. Minimum size of mock-up is indicated on the drawings.
 - 2. Approved mock-up may remain as part of the Work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.9 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

PART 2 PRODUCTS

2.1 TILE

- A. Porcelain Floor Tile: ANSI A 137.1, and as follows:
 - 1. Moisture Absorption: 0 to 0.5 percent as tested in accordance with ASTM C373.
 - 2. Size: 12 by 24 inch.
 - 3. Shape: Square.
 - 4. Surface Finish: Slip resistant.
 - 5. Color(s): As indicated on drawings.
- B. Glazed Wall Tile: ANSI A 137.1, and as follows:
 - 1. Moisture Absorption: 7.0 to 20.0 percent as tested in accordance with ASTM C373.
 - 2. Size: 3 x 6 inch accept tile.
 - 3. Size: 6 x 18 inch. field tile.
 - 4. Size: 6 x 13 inch bull nose tile.
 - 5. Size: 6 x 6 inch cove base.
 - 6. Edges: Square.
 - 7. Surface Finish: High gloss.

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2.2 TRIM AND ACCESSORIES

- A. Ceramic Trim: Matching bullnose, double bullnose, and cove base ceramic shapes in sizes coordinated with field tile.
 - 1. Manufacturer: Same as for tile.
- B. Non-Ceramic Trim: Brushed stainless steel, style and dimensions to suit application, for setting using tile mortar or adhesive.
 - 1. Applications: Use in the following locations:
 - a. Open edges of wall tile.
 - 2. Manufacturer:
 - a. Schluter-Systems: www.schluter.com/#sle.
- C. Thresholds: Marble, white or gray, honed finish; 4 inches wide by full width of wall or frame opening; 1/2 inch thick; beveled one long edge with radiused corners on top side; without holes, cracks, or open seams.
 - 1. Applications: Provide at the following locations:
 - a. At doorways where tile terminates.

2.3 SETTING MATERIALS

- A. Latex-Portland Cement Mortar (Thinset Installation Methods): ANSI A118.4, composed as follows:
 - 1. Universal two component setting system consisting of liquid synthetic polymer additive and dry set mortar.
 - a. For wall applications, provide nonsagging, latex-Portland cement mortar complying with ANSI A118.4 for mortar of this type defined in Section F-2.1.2.

2.4 GROUTS

- A. Manufacturers:
 - 1. Mapei Corporation; Product Ultracolor Plus FA) for floors and walls.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
 - 1. Applications: Use this type of grout where indicated .
 - 2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
 - 3. Color(s): As selected by Fuller and D'Angelo, P.C. from manufacturer's full line.
- C. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
 - 1. Composition: Water-based colorless silicone.

2.5 THIN-SET ACCESSORY MATERIALS

- A. Waterproofing Membrane at Floors Above Grade: Specifically designed for bonding to cementitious substrate under thin-set tile; complying with ANSI A118.10.
 - 1. Material: Chlorinated polyethylene sheet membrane with polyester fabric laminated to both sides, 30 mils, thick, minimum.
 - 2. Products:
 - a. AVM Industries, Inc; System 750 with polyester fabric reinforcing at edges, corners, joints, and cracks: www.avmindustries.com.
- B. Trowelable Underlayments and Patching Compounds: Latex-modified, Portland-cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated
- C. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers

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- D. Grout Sealer: Manufacturer's standard silicone product for sealing grout joints that does not change color or appearance of grout.
 - 1. Products: MAPEI Corporation; KER 003, Silicone Spray Sealer for Cementitious Tile Grout
 - a. Provide sealer coat over all tile floors
- E. Expansion Joints: Provide expansion joints for Unglazed Porcelain Tile on each column line and as recommended by the TCA Handbook for the installation reference EJ171-04 manufacturer.
 - 1. Schluter Dilex as manufactured by Schluter Systems.
 - a. PVC anchor legs and side sections, with chlorinated polyethylene sealant

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- C. Verify that required floor-mounted utilities are in correct location.

3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

3.3 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a thru A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Install thresholds where indicated.
- H. Sound tile after setting. Replace hollow sounding units.
- I. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- J. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- K. Grout tile joints. Use standard grout unless otherwise indicated.
- L. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

3.4 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout, unless otherwise indicated.
 - 1. Where waterproofing membrane is indicated, install in accordance with TCNA (HB) Method F122, with latex-Portland cement grout.

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3.5 INSTALLATION - WALL TILE

- A. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244, using membrane at toilet rooms.
- B. Over interior concrete and masonry install in accordance with TCNA (HB) Method W202, thin-set with dry-set or latex-Portland cement bond coat.

3.6 CLEANING

- A. Clean tile and grout surfaces.

3.7 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

**SECTION 09 5100
ACOUSTICAL CEILINGS**

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. Suspended metal grid ceiling system.
- B. Acoustical units.

1.3 RELATED REQUIREMENTS

- A. Section 05 5000 Miscellaneous Metals: Uni-strut ceiling support.
- B. Section 07 9005 - Joint Sealers: Acoustical sealant.

1.4 REFERENCE STANDARDS

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2013.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2014.
- D. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- E. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.
- F. CAL (CHPS LEM) - Low-Emitting Materials Product List; California Collaborative for High Performance Schools (CHPS); current edition at www.chps.net/.
- G. UL (FRD) - Fire Resistance Directory; current edition.
- H. Ceilings and Interior Systems Construction Association (CISCA): Code of Practices.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on suspension system components.
- C. Samples: Submit two samples 12 x 12 inch in size illustrating material and finish of acoustical units.
- D. Samples: Submit two samples each, 12 inches long, of suspension system main runner.
- E. Manufacturer's Installation Instructions: Indicate special procedures.
- F. Maintenance Materials: Furnish the following for Edgemont School District's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Acoustical Units: Quantity equal to 5 percent of total installed.
- G. LEED Submittal: Documentation of recycled content and location of manufacture.

1.6 QUALITY ASSURANCE

- A. Fire-Resistive Assemblies: Complete assembly listed and classified by UL for the fire resistance indicated.
- B. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 5 years documented experience.

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- C. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 5 years documented experience.

1.7 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.1 ACOUSTICAL UNITS

- A. Manufacturers:
- B. Acoustical Units - General: ASTM E1264, Class A.
- C. Cementitious Wood Fiber Acoustical Panels: _____ with wood fiber with inorganic hydraulic cement with the following characteristics:
1. Size: 24 x 24 inches.
 2. Thickness: 1 inches.
 3. VOC Content: None.
 4. Panel Edge: Square.
 5. Antimicrobial Paint Treatment.
 6. Humidity-Resistant.
 7. Bio block paint on face and back.
 8. Suspension System: Exposed grid Type Prelude XL.
 9. Surface Color: White.
 10. Product: Acousti-Tough Ceiling by Tectum Inc. : info@tectum.com.
- D. Acoustical Panels: School Zone Fine Fissured.
1. VOC Content: As specified in Section 01 6116.
 2. Size: 24 x 24 inches.
 3. Light Reflectance: 0.85 percent, determined in accordance with ASTM E1264.
 4. NRC Range: 0.70 to 0.70, determined in accordance with ASTM E1264.
 5. Ceiling Attenuation Class (CAC): 35, determined in accordance with ASTM E1264.
 6. Panel Edge: Square.
 7. Surface Pattern: fine fissured.
 8. Surface Color: White.
 9. Products:
 - a. Substitutions: See Section 01 6000 - Product Requirements.
 10. Suspension System: Exposed grid Type Prelude XL.

2.2 SUSPENSION SYSTEM(S)

- A. Manufacturers:
1. Armstrong World Industries, Inc; Product Prelude XL 15/16": www.armstrong.com.
 2. Structural Classification: Intermediate duty, ASTM C 635.
- B. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.

2.3 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
1. Minimum 7/8" horizontal flange

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PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.2 INSTALLATION - SUSPENSION SYSTEM

- A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- B. Locate system on room axis according to reflected plan.
- C. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- D. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- F. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- G. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- H. Do not eccentrically load system or induce rotation of runners.
- I. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Install in bed of acoustical sealant.
 - 2. Use longest practical lengths.
 - 3. Overlap and rivet corners.

3.3 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
 - 1. Make field cut edges of same profile as factory edges.
- G. Install seismic clips or stabilizer bars as per code requirements.

END OF SECTION

**SECTION 09 9000
PAINTING AND COATINGS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Interior painting and coating systems.
- C. Scope:
 - 1. Finish all newly installed and existing disturbed surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - a. Interior:
 - a) Concrete Masonry Units: Concrete block wall surfaces
 - b) Metal: Structural steel columns, joists, trusses, beams, miscellaneous and ornamental iron, structural iron, and other ferrous metal.
 - c) Drywall: Walls, ceilings, gypsum board, and similar items.
 - d) Plaster: Wall surfaces
 - e) Hollow metal door frames.

1.2 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

1.3 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. SSPC-SP 1 - Solvent Cleaning; 2015.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Clean-up information.
- C. Maintenance Materials: Furnish the following for Edgemont School District's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to manufacturer's label.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

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- B. Container Label: Include manufacturer's name, type of paint, product name, product code, color designation, VOC content, batch date, environmental handling, surface preparation, application, and use instructions.
- C. Paint Materials: Store at a minimum of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.7 FIELD CONDITIONS

- A. Do not apply materials when environmental conditions are outside the ranges required by manufacturer.
- B. Follow manufacturer's recommended procedures for producing the best results, including testing substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design Products: Subject to compliance with requirements, provide Sherwin-Williams Company (The) products indicated; www.sherwin-williams.com/#sle.
- B. Comparable Products: Products of approved manufacturers will be considered in accordance with 01 6000 - Product Requirements, and the following:
 - 1. Products that meet or exceed performance and physical characteristics of basis of design products.

2.2 PAINTINGS AND COATINGS

- A. General:
 - 1. Provide factory-mixed coatings unless otherwise indicated.
 - 2. Do not reduce, thin, or dilute coatings or add materials to coatings unless specifically indicated in manufacturer's instructions.
- B. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

2.3 Paint Systems - INTERIOR

- A. Masonry CMU: Concrete, split face, scored, smooth, high density, low density, and fluted.
 - 1. Latex Systems:
 - a. Eg-Shel/Satin Finish:
 - a) 1st Coat: Sherwin-Williams PrepRite Block Filler, B25W25: www.sherwin-williams.com/#sle.
 - (a) 75 to 125 sq ft/gal.
 - b) 2nd and 3rd Coat: Sherwin-Williams ProMar 200 Zero VOC Eg-Shel, B20-2600 Series: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.7 mils dry per coat.
- B. Metals: Ferrous Metal, Door frames
 - 1. Alkyd Systems, Water-Based:
 - a. Semi-Gloss Finish:
 - a) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series: www.sherwin-williams.com/#sle.
 - (a) 5 mils wet, 2 mils dry per coat.
 - b) 2nd and 3rd Coat: Sherwin-Williams Pro Industrial Water Based Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series: www.sherwin-williams.com/#sle.
 - (a) 4 to 5 mils wet, 1.4 to 1.7 mils dry per coat.
- C. Drywall and Plaster: Walls, gypsum board, plaster and similar items.
 - 1. Latex Systems:

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- a. Eg-Shel Finish High Performance (HP):
 - a) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.5 mils dry per coat.
 - b) 2nd and 3rd Coat: Sherwin-Williams ProMar 200 HP Zero VOC Eg-Shel, B20-1950 Series: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.7 mils dry per coat.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

3.2 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Masonry: Remove efflorescence and chalk.
- D. Gypsum Board: Fill minor defects with filler compound; sand smooth and remove dust prior to painting.
- E. Plaster: Fill hairline cracks, small holes, and imperfections with patching plaster. Make smooth and flush with adjacent surfaces. Treat textured, soft, porous, or powdery surfaces in accordance with manufacturer's instructions.
- F. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Prime bare steel surfaces.

3.3 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions.
- C. Apply coatings at spread rate required to achieve manufacturer's recommended dry film thickness.

3.4 Priming

- A. Apply primer to all surfaces unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Primers specified in painting schedules may be omitted on items factory primed or factory finished items if acceptable to top coat manufacturers.

3.5 Cleaning

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

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3.6 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

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SECTION 10 2113
PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Solid plastic toilet compartments.
- B. Urinal and vestibule screens.

1.3 RELATED REQUIREMENTS

- A. Section 10 2800 - Toilet And Bath Accessories. for accessories mounted to partitions.

1.4 REFERENCE STANDARDS

- A. ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.

1.5 PERFORMANCE REQUIREMENTS

- A. Fire Resistance: Partition materials shall comply with the following requirements, when tested in accordance with the ASTM E 84:
 - 1. Smoke Developed Index: Not to exceed 450.
 - 2. Flame Spread Index: Not to exceed 75.
 - 3. Material Fire Ratings:
 - a. National Fire Protection Association (NFPA): Class B
 - b. International Code Council (ICC): Class B

1.6 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: A company regularly engaged in manufacture of products specified in this section, and whose products have been in satisfactory use under similar service conditions for not less than 5 years.
- B. Installer's Qualifications: A Company or Individual, regularly engaged in installation of products specified in this Section, with a minimum of 5 years experience.

1.7 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

1.8 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.
- C. Product Data: Provide data on panel construction, hardware, and accessories.
- D. Manufacturer's Installation Instructions: Indicate special procedures.
- E. Manufacturer's guarantee.

1.9 WARRANTY

- A. Manufacturer's guarantees its plastic against breakage, corrosion, and delamination under normal conditions for 25 years from the date of receipt by the customer. If materials are found to be defective during that period for reasons listed above, the materials will be replaced free of charge.

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PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Solid Plastic Toilet Compartments:
 - 1. Scranton Products (Santana/Comtec/Capital): www.scrantonproducts.com/#sle.
 - 2. Substitutions: Section 01 6000 - Product Requirements.

2.2 SOLID PLASTIC TOILET COMPARTMENTS

- A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), floor-mounted headrail-braced.
 - 1. Color: As indicated on finish schedule.
- B. Doors:
 - 1. Thickness: 1 inch.
 - 2. Width: 24 inch.
 - 3. Width for Handicapped Use: 36 inch, out-swinging.
 - 4. Height: 55 inch.
- C. Panels:
 - 1. Thickness: 1 inch (25 mm).
 - 2. Height: 55 inch.
 - 3. Depth: As indicated on drawings.
 - 4. Aluminum heat sink provided along bottom edge.
- D. Pilasters:
 - 1. Thickness: 1 inch (25 mm).
 - 2. Width: As required to fit space; minimum 3 inches (76 mm).
- E. Urinal Screens: Wall mounted to with two panel brackets.
 - 1. Thickness: 1 inch.
 - 2. Width: 18 inch.
 - 3. Height: 56 inch.
 - 4. Custom fabricated: One Piece.
- F. Finish:
 - 1. Color: Stainless.
 - 2. Pattern: Rotary Brush.

2.3 ACCESSORIES

- A. Pilaster Shoes: Formed ASTM A 666, Type 304 stainless steel with No. 4 finish, 3 in high, concealing floor fastenings.
 - 1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.
- B. Head Rails: Extruded aluminum, anti-grip profile. Wall brackets, 20 gauge stainless steel satin finish, with a stainless steel tamper resistant torx head screws.
 - 1. Size: Manufacturer's standard size.
- C. Wall and Pilaster Brackets: Natural anodized aluminum continuous.
- D. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
 - 1. For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper proof.
- E. Hinges: Anodized aluminum, manufacturer's standard finish.
 - 1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
- F. Door Hardware: Anodized aluminum, manufacturer's standard finish.

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1. Door Latch: Slide type with exterior emergency access feature.
2. Door Strike and Keeper with Rubber Bumper: Mount on pilaster in alignment with door latch.
3. Provide door pull for outswinging doors.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built-in framing, anchorage, and bracing.
- D. Start of work constitutes acceptance of job.

3.2 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.
- E. No evidence of cutting, drilling, and/or patching shall be visible on the finished work.
- F. All panels shall typically be mounted at 14" above finished floor
- G. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

3.3 TOLERANCES

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation From Plumb: 1/8 inch.

3.4 ADJUSTING/CLEANING

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.
- C. Adjust adjacent components for consistency of line or plane.
- D. Finished surfaces shall be cleaned after installation and be left free of all imperfections.

END OF SECTION

SECTION 10 2800
TOILET AND BATH ACCESSORIES

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 SECTION INCLUDES

- A. Accessories for toilet rooms.
 - 1. Grab Bars.
 - 2. Mirror Units.
 - 3. Partition Mounted Sanitary Napkin Disposal.
 - 4. Recessed Sanitary Napkin Disposal.
 - 5. Double Roll Toilet Tissue Dispenser. **(Provided by Owner, installed by Contractor)**
 - 6. Electric Hand Dryers.
 - 7. Liquid Soap Dispenser. **(Provided by Owner, installed by Contractor)**
 - 8. Semi-Recessed Sanitary Napkin/Tampon Vendor
 - 9. Lavatory Protective Enclosure.
- B. Electric hand/hair dryers.

1.3 RELATED REQUIREMENTS

- A. Section 10 2113 - Plastic Toilet Compartments.

1.4 REFERENCE STANDARDS

- A. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip; 1999 (Reapproved 2009).
- B. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2015.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- D. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- E. ASTM B456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium; 2011.
- F. ASTM C1036 - Standard Specification for Flat Glass; 2011.
- G. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror; 2008 (Reapproved 2013).

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

1.6 WARRANTY

- A. Manufacturer's Mirror Warranty: Written warranty, executed by mirror manufacturer agreeing to replace mirrors that develop visible silver spoilage defects within minimum warranty period indicated.
 - 1. Minimum Warranty Period: 5 years from date of Substantial Completion.

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PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Products listed are made by Bobrick Washroom Accessories.
- B. Other Acceptable Manufacturers:
 - 1. American Specialties, Inc: www.americanspecialties.com/#sle.
 - 2. Bradley Corporation: www.bradleycorp.com/#sle.
 - 3. Substitutions: Section 01 6000 - Product Requirements.
- C. All items of each type to be made by the same manufacturer.

2.2 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
 - 1. Grind welded joints smooth.
 - 2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.
- B. Keys: Provide two keys for each accessory to Edgemont School District; master key all lockable accessories.
- C. Stainless Steel Sheet: ASTM A666, Type 304.
- D. Stainless Steel Tubing: ASTM A269/A269M, Type 304 or 316.
- E. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- F. Mirror Glass: Float glass, ASTM C 1036 FT (fully tempered) Type I, Class 1, Quality Q2, with silvering, copper coating, and suitable protective organic coating to copper backing in accordance with GSA CID A-A-3002.
- G. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof, security type.

2.3 FINISHES

- A. Stainless Steel: No. 4 satin brushed finish, unless otherwise noted.
- B. Chrome/Nickel Plating: ASTM B456, SC 2, satin finish.
- C. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats epoxy baked enamel.

2.4 TOILET ROOM ACCESSORIES

- A. Toilet Paper Dispenser: **(Provided by Owner, installed by Contractor)**. Double roll, surface mounted bracket type, chrome-plated zinc alloy brackets, spindleless type for tension spring delivery designed to prevent theft of tissue roll.
 - 1. Product: #B-27460 manufactured by Bobrick.
- B. Electric Dryers: Traditional fan-in-case type, with downward nozzle.
 - 1. Cover: White plastic.
- C. Soap Dispenser: **(Provided by Owner, installed by Contractor)** Liquid soap dispenser, wall-mounted, surface, with stainless steel cover and horizontal stainless steel tank and working parts; push type soap valve, check valve, and window gage refill indicator, tumbler lock.
- D. Mirrors: Stainless steel framed, 6 mm thick tempered glass mirror.
 - 1. Size: 18" x 30".
 - 2. Frame: 0.05 inch channel shapes, with mitered and welded and ground corners, and tamperproof hanging system; No.4 finish.

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3. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
- E. Grab Bars: Stainless steel, 1-1/4 inches outside diameter, minimum 18 gauge wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
 1. Length and configuration: As indicated on drawings.
- F. Combination Sanitary Napkin/Tampon Dispenser: Stainless steel, semi-recessed.
 1. Door: Seamless 18 gauge inch door with returned edges and tumbler lock.
 2. Cabinet: Fully welded, 0.03 inch thick sheet.
 3. Operation: 50 cent coin required to operate dispenser. Provide locked coin box, separately keyed.
 - a. Dispensing mechanism shall be convertible in the field to allow the change of coin denomination without purchasing new mechanisms or removing unit from wall
 - b. Provide separate conversion kit for future conversion to free vending mode.
 4. Identify dispensers slots without using brand names.
 5. Minimum capacity: 15 napkins and 20 tampons.
 6. Products:
 - a. B-47064 manufactured by Bobrick..
 7. Product: #B-2800 manufactured by Bobrick.
- G. Sanitary Napkin Disposal Unit: Stainless steel, recessed, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
 1. Product: #B-353 manufactured by Bobrick.
- H. Sanitary Napkin Disposal Unit: Stainless steel, back-to-back partition mounting with adjustable flanges, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
 1. Product: #B-354 manufactured by Bobrick.

2.5 Lavatory Protective Enclosure

- A. ADA-conforming, lavatories molded lavatory enclosure..
 1. Molded Ridged vinyl, High-impact, stain-resistant 1/8 in. thick.
 2. Size: 20" x 18"
 3. Color: China white.
 4. Flammability: UL-94 V-0 Rating.
 5. Fasteners: 7-tamperproof stainless steel.
 6. Product: LAV-SHIELDTM Model #2018 manufactured by TRUEBRO, INC.

2.6 Electric Hand/Hair Dryers

- A. Electric Hand Dryers: Traditional fan-in-case type, with downward fixed nozzle.
 1. Operation: Automatic, sensor-operated on and off.
 2. Mounting: Surface mounted.
 3. Cover: Stainless steel with brushed finish.
 - a. Tamper-resistant screw attachment of cover to mounting plate.
 4. Air Velocity: 18,000 linear feet per minute, minimum, at full power.
 5. Heater: 500 W, minimum, at full power.
 6. Total Wattage: 1400 W, maximum.
 7. Runtime: Field adjustable or automatic, up to 35 seconds.
 8. 3 Adjustable sound, speed and heat control settings.
 9. Warranty: 3 years.

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10. Electric Hand Dryer Products:

- a. Excel Dryer Inc; ThinAir Hand Dryer: www.exceldryer.com/#sle.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. For electrically-operated accessories, verify that electrical power connections are ready and in the correct locations.
- D. Verify that field measurements are as indicated on drawings.

3.2 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.3 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.

END OF SECTION

SECTION 22 0719
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Piping insulation.

1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 22 1005 - Plumbing Piping: Placement of hangers and hanger inserts.

1.3 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.
- B. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2015.
- C. ASTM C585 - Standard Practice for Inner and Outer Diameters of Thermal Insulation for Nominal Sizes of Pipe and Tubing; 2010 (Reapproved 2016).
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

PART 2 PRODUCTS

2.1 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.2 GLASS FIBER

- A. Manufacturers:
 - 1. Knauf Insulation; Earthwool 1000: www.knaufusa.com.
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
 - 1. 'K' Value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum Service Temperature: 850 degrees F.
 - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- C. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- D. Vapor Barrier Lap Adhesive: Compatible with insulation.

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PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with North American Insulation Manufacturers Association (NAIMA) National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Glass fiber insulated pipes :
 - 1. Provide vapor barrier jackets, factory-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
 - 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

3.3 SCHEDULES

- A. Plumbing Systems:
 - 1. Domestic Hot and Cold Water Supply:
 - a. Glass Fiber Insulation:
 - a) Pipe Size Range: Less than 1 1/2 inch.
 - b) Thickness: 1 inch.

END OF SECTION

**SECTION 22 1005
PLUMBING PIPING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pipe, pipe fittings, specialties, and connections for piping systems.
 - 1. Sanitary sewer.
 - 2. Domestic water.
 - 3. Pipe hangers and supports.
 - 4. Valves.

1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 22 0719 - Plumbing Piping Insulation.

1.3 REFERENCE STANDARDS

- A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
- B. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
- C. ASME B31.9 - Building Services Piping; 2014.
- D. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999 (Reapproved 2014).
- E. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- F. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes; 2015a.
- G. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2014.
- H. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2013.
- I. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube; 2016.
- J. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings; 2016.
- K. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings; 2014.
- L. AWWA C110/A21.10 - Ductile-Iron and Gray-Iron Fittings; 2012.
- M. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings; 2012.
- N. 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).
- O. 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).
- P. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.
- Q. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
- R. NSF 372 - Drinking Water System Components - Lead Content; 2011.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Identify pipe with marking including size, ASTM material classification, ASTM specification, water pressure rating.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.2 SANITARY SEWER PIPING, BELOW GRADE

- A. Cast Iron Pipe: ASTM A74 extra heavy weight.
 - 1. Fittings: Cast iron.
 - 2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564 neoprene gaskets .

2.3 SANITARY SEWER PIPING, ABOVE GRADE

- A. Cast Iron Pipe: CISPI 301, hubless, service weight.
 - 1. Fittings: Cast iron.
 - 2. Joints: CISPI 310, ,ASTM 1540, Heavy-Duty rated neoprene gaskets and stainless steel clamp-and-shield assemblies. Min. 4 clamps per ring.

2.4 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), Drawn (H).
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
 - 2. Joints: ASTM B32, alloy Sn95 solder. or
 - 3. Joints: Grooved mechanical couplings.

2.5 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
 - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
 - 3. Vertical Pipe Support: Steel riser clamp.
- B. Plumbing Piping - Drain, Waste, and Vent:
 - 1. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
- C. Plumbing Piping - Water:
 - 1. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.

2.6 BALL VALVES

- A. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

PART 3 EXECUTION

3.1 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

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- B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- C. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- D. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- E. Provide access where valves and fittings are not exposed.
- F. Install bell and spigot pipe with bell end upstream.
- G. Install water piping to ASME B31.9.
- H. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

3.3 TOLERANCES

- A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

END OF SECTION

SECTION 22 1006
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Drains.
- B. Cleanouts.
- C. Wall Hydrants.
- D. Water hammer arrestors.

1.2 RELATED REQUIREMENTS

- A. Section 22 1005 - Plumbing Piping.
- B. Section 22 4000 - Plumbing Fixtures.

1.3 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ASME A112.6.3 - Floor and Trench Drains; 2001 (R2007).
- C. ASSE 1011 - Hose Connection Vacuum Breakers; 2004.
- D. ASSE 1019 - Performance Requirements for Wall Hydrant with Backflow Protection and Freeze Resistance; 2011.
- E. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
- F. NSF 372 - Drinking Water System Components - Lead Content; 2011.
- G. PDI-WH 201 - Water Hammer Arresters; 2010.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
- C. Operation Data: Indicate frequency of treatment required for interceptors.
- D. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

2.2 DRAINS

- A. Manufacturers:
 - 1. Zurn Industries, LLC; Z450B: www.zurn.com.
- B. Floor Drain (FD-1):
 - 1. ASME A112.6.3; lacquered cast iron , two piece body with adjustable drainage flange integral trap, and round, adjustable nickel-bronze strainer.
 - a. Outlet size: 2"

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- b. Strainer size: 5" round

2.3 CLEANOUTS

- A. Manufacturers:
- B. Cleanouts at Interior Finished Wall Areas :
 - 1. Line type with lacquered cast iron body and round epoxy coated gasketed cover, and round stainless steel access cover secured with machine screw.

2.4 HYDRANTS

- A. Manufacturers:
 - 1. Jay R. Smith Mfg. Co.; 5672, 5673
- B. Wall Hydrants:
 - 1. ASSE 1019; Lead free, flush mount, self-draining type with rough chrome plated _____ hose thread spout, lockshield and removable key, and integral vacuum breaker.

2.5 WATER HAMMER ARRESTORS

- A. Manufacturers:
 - 1. Zurn Industries, LLC; Model 1260XL: www.zurn.com.
- B. Water Hammer Arrestors:
 - 1. Copper construction, piston type sized in accordance with PDI-WH 201, precharged suitable for operation in temperature range -40 to 212 degrees F and maximum 150 psi working pressure.
 - 2. Certified to NSF/ANSI 372 Lead Free.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install floor drains to be flush with finished floor level.
- C. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.
- D. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatory sinks.

END OF SECTION

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**SECTION 22 4000
PLUMBING FIXTURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Water closets.
- B. Urinals.
- C. Lavatories.

1.2 RELATED REQUIREMENTS

- A. Section 07 9005 - Joint Sealers: Seal fixtures to walls and floors.
- B. Section 22 1005 - Plumbing Piping.
- C. Section 22 1006 - Plumbing Piping Specialties.

1.3 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ASME A112.6.1M - Supports for Off-the-Floor Plumbing Fixtures for Public Use; 1997 (Reaffirmed 2002).
- C. ASME A112.18.1 - Plumbing Supply Fittings; 2012.
- D. ASME A112.19.2 - Ceramic Plumbing Fixtures; 2013.
- E. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
- F. NSF 372 - Drinking Water System Components - Lead Content; 2011.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Manufacturer's Instructions: Indicate installation methods and procedures.
- D. Maintenance Data: Include fixture trim exploded view and replacement parts lists.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

PART 2 PRODUCTS

2.1 GENERAL

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.2 FLUSH VALVE WATER CLOSETS

- A. Water Closets: Vitreous china, ASME A112.19.2, wall hung, siphon jet flush action, china bolt caps.
 - 1. Bowl: ASME A112.19.2; 15" or 16.5" ADA rim height as noted on drawings with elongated rim.
 - 2. Flush Valve: Exposed (top spud).
 - 3. Flush Operation: Manual, oscillating handle. 1.6 gal/flush
 - 4. Handle Height: 44 inches or less.

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5. Supply Size: 1-1/2 inches.
6. Outlet Size: 2 inches.
7. Color: White.
8. Manufacturers:
 - a. American Standard, Inc; AFWALL Toilet: www.americanstandard-us.com.
- B. Flush Valves: ASME A112.18.1, diaphragm type, complete with vacuum breaker stops and accessories.
 1. Exposed Type: Chrome plated, escutcheon, integral screwdriver stop. 1.6 gal/flush
 2. Manufacturers:
 - a. Sloan Valve Company; Model Royal 111: www.sloanvalve.com.
- C. Seats:
 1. Manufacturers:
 2. Solid black plastic, open front, extended back, self-sustaining hinge, brass bolts, without cover.
- D. Water Closet Carriers:
 1. ASME A112.6.1M; adjustable cast iron frame, integral drain hub and vent, adjustable spud, lugs for floor and wall attachment, threaded fixture studs with nuts and washers.

2.3 WALL HUNG URINALS

- A. Wall Hung Urinal Manufacturers:
 1. American Standard, Inc; WASHBROOK Urinal: www.americanstandard-us.com/#sle.
- B. Urinals: Vitreous china, ASME A112.19.2, wall hung with side shields and concealed carrier.
 1. Flush Volume: 0.5 gallon, maximum.
 2. Flush Valve: Exposed (top spud).
 3. Flush Operation: Manual, oscillating handle.
 4. Trap: Integral.
 5. Removable stainless steel strainer.
 6. Supply Size: 3/4 inch.
 7. Outlet Size: 2 inches.
- C. Flush Valves: ASME A112.18.1, diaphragm type, complete with vacuum breaker stops and accessories.
 1. Exposed Type: Chrome plated, escutcheon, integral screwdriver stop.
 2. Manufacturers:
 - a. Sloan Valve Company; Model Royal 186-0.5: www.sloanvalve.com.
- D. Carriers:
 1. ASME A112.6.1M; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, threaded fixture studs for fixture hanger, bearing studs.

2.4 LAVATORIES

- A. Lavatory Manufacturers:
 1. American Standard, Inc; LUCERNE Wall-Mount Sink: www.americanstandard-us.com.
- B. Supply Faucet Manufacturers:
 1. American Standard, Inc; Model Pillar Tap Faucet: www.americanstandard-us.com.
- C. Sensor Operated Faucet: Cast brass, chrome plated, deck mounted with sensor located on neck of spout.
 1. Spout Style: Standard.
 2. Power Supply: Per manufacturer's requirements.
 - a. Cord and plug.
 - b. For 6V or 24V applications, provide transformer.
 3. Power Supply: Self-generating, hydro-powered turbine charging rechargeable battery.

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4. Mixing Valve: External lever operated.
 5. Water Supply: 3/8 inch compression connections.
 6. Aerator: Vandal resistant, 0.5 GPM, laminar flow device.
 7. Automatic Shut-off: 30 seconds.
 8. Sensor range: Factory set at a minimum of 3 inch adjustable up to 24 inch.
 9. Finish: Polished chrome.
 10. Lead Content: Extra low; maximum 0.25 percent by weighed average.
 11. Sensor Operated Faucet Manufacturers:
 - a. Sloan Valve Company; Optima EBF: www.sloanvalve.com/#sle.
- D. Accessories:
1. Chrome plated 17 gage, 0.0538 inch brass P-trap with clean-out plug and arm with escutcheon.
 2. Offset waste with perforated open strainer.
 3. Carrier:
 - a. ASME A112.6.1M; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, concealed arm supports, bearing plate and studs.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.

3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome plated shut-off valves at all hot and cold water supplies to lavatories.
- C. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.
- D. Install components level and plumb.
- E. Install and secure fixtures in place with wall carriers and bolts.
- F. Seal fixtures to wall and floor surfaces with sealant as specified in Section 07 9005, color to match fixture.

3.4 ADJUSTING

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.
- B. Adjust sensors activation distance and turn off time as required.

3.5 CLEANING

- A. Clean plumbing fixtures and equipment.

3.6 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SECTION 23 3100
HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal ductwork.
- B. Duct cleaning.

1.2 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 23 3700 - Air Outlets and Inlets.

1.3 REFERENCE STANDARDS

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; 2013.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- C. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes; 2016.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- F. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials.

PART 2 PRODUCTS

2.1 DUCT ASSEMBLIES

- A. Regulatory Requirements: Construct ductwork to NFPA 90A standards.
- B. All Ducts: Galvanized steel, unless otherwise indicated.
- C. General Exhaust: 1/2 inch w.g. pressure class, galvanized steel.

2.2 MATERIALS

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.
- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
 - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
 - 2. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
- C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.3 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

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PART 3 EXECUTION

3.1 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards.
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- E. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

3.2 CLEANING

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

END OF SECTION

SECTION 23 3416
CENTRIFUGAL HVAC FANS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Ceiling mounted centrifugal exhaust fans.
- B. Forward curved centrifugal fans.
- C. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 23 3100 - HVAC Ducts and Casings

1.3 REFERENCE STANDARDS

- A. AMCA (DIR) - (Directory of) Products Licensed Under AMCA International Certified Ratings Program; <http://www.amca.org/certified/search/company.aspx>.
- B. AMCA 99 - Standards Handbook; 2010.
- C. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; 2014.
- D. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; 2014.
- E. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on centrifugal fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, and electrical characteristics and connection requirements.
- C. Manufacturer's Instructions: Include complete installation instructions.
- D. Maintenance Data: Include instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect motors, shafts, and bearings from weather and construction dust.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Greenheck Fan Corp; SP-A 110 VG.

2.2 PERFORMANCE REQUIREMENTS

- A. Sound Ratings: AMCA 301, tested to AMCA 300, and bear AMCA Certified Sound Rating Seal.
- B. Fabrication: Comply with AMCA 99.
- C. Air Flow: 110 cfm.
- D. Static Pressure: 0.25 inches.
- E. Motor: 0.31 Max. Amp.
 - 1. 115 volts, single phase, 60 Hz.

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2. Type: Constant Airflow Electronically Commutated.

2.3 WHEEL AND INLET

- A. Backward Inclined: Steel or aluminum construction with smooth curved inlet flange, heavy back plate, backwardly curved blades welded or riveted to flange and back plate; cast iron or cast steel hub riveted to back plate and keyed to shaft with set screws.
- B. Forward Curved: Black enameled steel construction with inlet flange, back plate, shallow blades with inlet and tip curved forward in direction of airflow, mechanically secured to flange and back plate; steel hub swaged to back plate and keyed to shaft with set screw.

2.4 HOUSING

- A. Heavy gauge steel, spot welded for AMCA 99 Class I and II fans, and continuously welded for Class III, adequately braced, designed to minimize turbulence with spun inlet bell and shaped cut.
- B. Integral backdraft damper.

2.5 ACCESSORIES

- A. Control Switch: Programable fan control switch. Honeywell HVC0001.
- B. Inlet/Outlet Screens: Molded plastic. Concealed fasteners
- C. Exterior Wall Cap: 10"x3" Model WC powder coated-

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install with resilient mountings.
- C. Install discharge vent through exterior wall to wall cap.
- D. Adjust fan speed to maintain exhaust air volume specified.
- E. Program fan control switch to desired control mode. Coordinate parameters with Owner's representative.

END OF SECTION

SECTION 23 3700
AIR OUTLETS AND INLETS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Diffusers:
 - 1. Rectangular ceiling diffusers.
- B. Registers/grilles:
 - 1. Ceiling-mounted, exhaust register/grilles.
 - 2. Wall-mounted, exhaust register/grilles.

1.2 REFERENCE STANDARDS

- A. AHRI 880 (I-P) - Performance Rating of Air Terminals; 2011 with Addendum 1.
- B. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets; 2006 (R2011).
- C. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

PART 2 PRODUCTS

2.1 RECTANGULAR CEILING DIFFUSERS

- A. Manufacturers:
 - 1. Krueger-HVAC; MSH: www.krueger-hvac.com/#sle.
- B. Type: Provide square, stamped, multi-core and multi-louvered diffuser to discharge air in four way pattern.
- C. Connections: As required. Coordinate with existing duct connections..
- D. Fabrication: Steel with baked enamel finish.
- E. Color: White.
- F. Accessories: Provide opposed blade volume control damper; Provide with damper adjustable from diffuser face.

2.2 WALL AND CEILING EXHAUST REGISTERS/GRILLES

- A. Manufacturers:
 - 1. Krueger-HVAC; S80H: www.krueger-hvac.com/#sle.
- B. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with blades set at 45 degrees, horizontal face.
- C. Frame: 1-1/4 inch margin with countersunk screw mounting. Provide lay-in T-bar frame for suspended ceiling installation.
- D. Fabrication: Steel with 20 gauge, 0.0359 inch minimum frames and 22 gauge, 0.0299 inch minimum blades, steel and aluminum with 20 gauge, 0.0359 inch minimum frame, or aluminum extrusions, with factory baked enamel finish.
- E. Color: White.

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PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.

END OF SECTION

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SECTION 26 0519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Wire pulling lubricant.
- F. Cable ties.

1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

1.3 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- C. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- E. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- F. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- I. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- J. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- K. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- L. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 - 3. Notify Fuller and D'Angelo, P.C. of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

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

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- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Metal-clad cable is permitted only as follows:
 - 1. Where not otherwise restricted, may be used:
 - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
 - a) Maximum Length: 6 feet.
 - b. Where concealed in hollow stud walls and above accessible ceilings for branch circuits.
 - a) Exception: Provide single conductor building wire in raceway for circuit homerun from first outlet to panelboard.
 - 2. In addition to other applicable restrictions, may not be used:
 - a. Where exposed to view, except in dedicated electrical, communications, and mechanical rooms where not subject to damage.
 - b. Where exposed to damage.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
- H. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.

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- 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - a) Phase A: Black.
 - b) Phase B: Red.
 - c) Phase C: Blue.
 - d) Neutral/Grounded: White.
 - b. Equipment Ground, All Systems: Green.

2.3 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

2.4 METAL-CLAD CABLE

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
 - 1. Size 10 AWG and Smaller: Solid.
 - 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.

2.5 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

2.6 ACCESSORIES

- A. Electrical Tape:
 - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

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PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that work likely to damage wire and cable has been completed.
- B. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.3 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated without specific routing, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
 - 4. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
 - 5. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- H. Terminate cables using suitable fittings.
 - 1. Metal-Clad Cable (Type MC):
 - a. Use listed fittings.
 - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- I. Install conductors with a minimum of 12 inches of slack at each outlet.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. Make wiring connections using specified wiring connectors.

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1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
- M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- Q. Provide covers for and close all boxes above suspended ceilings.

END OF SECTION

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GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

SECTION 26 0526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

1.2 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Notify Fuller and D'Angelo, P.C. of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:
 - 1. Use insulated copper conductors unless otherwise indicated.
- C. Connectors for Grounding and Bonding:
 - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.

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2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 2. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.

END OF SECTION

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HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

**SECTION 26 0529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.2 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 0533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- C. Section 26 0533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

1.3 REFERENCE STANDARDS

- A. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- B. MFMA-4 - Metal Framing Standards Publication; 2004.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 5. Notify Fuller and D'Angelo, P.C. of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 3000.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems.

1.6 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

PART 2 PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:

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1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 3. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 4. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 2. Masonry: Use expansion anchors or screw anchors.
 3. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 4. Powder-actuated fasteners are not permitted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Fuller and D'Angelo, P.C., do not provide support from suspended ceiling support system or ceiling grid.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Secure fasteners according to manufacturer's recommended torque settings.
- G. Remove temporary supports.

END OF SECTION

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SECTION 26 0533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electrical metallic tubing (EMT).
- B. Conduit fittings.
- C. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Metal clad cable (Type MC), armored cable (Type AC), and manufactured wiring systems, including uses permitted.
- C. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- D. Section 26 0529 - Hangers and Supports for Electrical Systems.
- E. Section 26 0533.16 - Boxes for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2015.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- E. NEMA TC 13 - Electrical Nonmetallic Tubing (ENT); 2014.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- H. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
 - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
 - 5. Notify Fuller and D'Angelo, P.C. of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

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1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Within Masonry Walls: Use electrical metallic tubing (EMT).
- D. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

2.2 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 1/2 inch (16 mm) trade size.
 - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
- E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel or malleable iron.
 - 3. Connectors and Couplings: Use compression (gland) or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.4 ACCESSORIES

- A. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

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3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Conduit Routing:
 - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 - 2. Conceal all conduits unless specifically indicated to be exposed.
 - 3. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
 - 4. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
- D. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 - 4. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 - 5. Use of wire for support of conduits is not permitted.
- E. Connections and Terminations:
 - 1. Use suitable adapters where required to transition from one type of conduit to another.
 - 2. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 - 3. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- F. Penetrations:
 - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 - 3. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- G. Provide grounding and bonding in accordance with Section 26 0526.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Correct deficiencies and replace damaged or defective conduits.

3.4 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.5 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

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SECTION 26 0533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 08 3100 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- C. Section 26 0529 - Hangers and Supports for Electrical Systems.
- D. Section 26 0533.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
- E. Section 26 2726 - Wiring Devices:
 - 1. Wall plates.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 - 4. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
 - 5. Notify Fuller and D'Angelo, P.C. of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes and junction and pull boxes.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

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PART 2 PRODUCTS

2.1 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 - 2. Use suitable masonry type boxes where flush-mounted in masonry walls.
 - 3. Use raised covers suitable for the type of wall construction and device configuration where required.
 - 4. Use shallow boxes where required by the type of wall construction.
 - 5. Do not use "through-wall" boxes designed for access from both sides of wall.
 - 6. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 - 7. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
 - 8. Wall Plates: Comply with Section 26 2726.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- D. Box Locations:
 - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 3100 as required where approved by the Architect.
 - 2. Unless dimensioned, box locations indicated are approximate.
 - 3. Locate boxes so that wall plates do not span different building finishes.
 - 4. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
 - 5. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
 - a. Concealed above accessible suspended ceilings.
- E. Box Supports:

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1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- F. Install boxes plumb and level.
- G. Flush-Mounted Boxes:
1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 2. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Provide grounding and bonding in accordance with Section 26 0526.

3.3 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 26 0535
SURFACE RACEWAYS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface raceway systems.
- B. Install in all finished areas where concealed conduit or wiring could not be installed.

1.2 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.
- C. Section 26 2726 - Wiring Devices: Receptacles.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 5 - Surface Metal Raceways and Fittings; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including dimensions, knockout sizes and locations, materials, fabrication details, finishes, service condition requirements, and accessories.
 - 1. Surface Raceway Systems: Include information on fill capacities for conductors and cables.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 RACEWAY REQUIREMENTS

- A. Provide all components, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Do not use raceways for applications other than as permitted by NFPA 70 and product listing.

2.2 SURFACE RACEWAY SYSTEMS

- A. Manufacturers:
 - 1. Wiremold, a brand of Legrand North America, Inc: www.legrand.us/#sle.
- B. Surface Metal Raceways: Listed and labeled as complying with UL 5.
- C. Surface Raceway System:
 - 1. Raceway Type: Single channel, painted steel.
 - 2. Size: As required for wiring sizes and quantities. Minimum 1/2"x 1/2"..
 - 3. Color: To be selected by Architect.
 - 4. Accessory Device Boxes: Suitable for the devices to be installed; color to match raceway.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes and conduit terminations are installed in proper locations and are properly sized in accordance with NFPA 70 to accommodate raceways.

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- C. Verify that mounting surfaces are ready to receive raceways and that final surface finishes are complete, including painting.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install raceways in a neat and workmanlike manner in accordance with NECA 1.
- C. Install raceways plumb and level.
- D. Bend raceway or provide fittings as required to fit around existing obstructions or building trim.
- E. If possible and as approved by the Owner or Architect, cut and remove any trim to allow straight installation of raceway.
- F. Secure and support raceways in accordance with Section 26 0529 at intervals complying with NFPA 70 and manufacturer's requirements.
- G. Close unused raceway openings.
- H. Provide grounding and bonding in accordance with Section 26 0526.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect raceways for damage and defects.
- C. Correct wiring deficiencies and replace damaged or defective raceways.

3.4 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.5 PROTECTION

- A. Protect installed raceways from subsequent construction operations.

END OF SECTION

SECTION 26 0923
LIGHTING CONTROL DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Occupancy sensors.

1.2 RELATED REQUIREMENTS

- A. Section 26 0529 - Hangers and Supports for Electrical Systems.
- B. Section 26 0533.16 - Boxes for Electrical Systems.
- C. Section 26 2726 - Wiring Devices: Devices for manual control of lighting, including wall switches.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Sequencing:
 - 1. Do not install lighting control devices until final surface finishes and painting are complete.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
- C. Manufacturer's Installation Instructions: Include application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Operation and Maintenance Data: Include detailed information on device programming and setup.

1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.

1.8 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for all occupancy sensors.

PART 2 PRODUCTS

2.1 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.

2.2 OCCUPANCY SENSORS

- A. Manufacturers:

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1. WattStopper; Dt-355: www.wattstopper.com/#sle.
 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. All Occupancy Sensors:
1. Description: Factory-assembled commercial specification grade devices for indoor use capable of sensing both major motion, such as walking, and minor motion, such as small desktop level movements, according to published coverage areas, for automatic control of load indicated.
 2. Sensor Technology:
 - a. Passive Infrared/Ultrasonic Dual Technology Occupancy Sensors: Designed to detect occupancy using a combination of both passive infrared and ultrasonic technologies.
 3. Provide LED to visually indicate motion detection with separate color LEDs for each sensor type in dual technology units.
 4. Operation: Unless otherwise indicated, occupancy sensor to turn load on when occupant presence is detected and to turn load off when no occupant presence is detected during an adjustable turn-off delay time interval.
 5. Dual Technology Occupancy Sensors: Field configurable turn-on and hold-on activation with settings for activation by either or both sensing technologies.
 6. Turn-Off Delay: Field adjustable, with time delay settings up to 30 minutes.
 7. Compatibility (Non-Dimming Sensors): Suitable for controlling incandescent lighting, low-voltage lighting with electronic and magnetic transformers, fluorescent lighting with electronic and magnetic ballasts, and fractional motor loads, with no minimum load requirements.
- C. Ceiling Mounted Occupancy Sensors:
1. All Ceiling Mounted Occupancy Sensors:
 - a. Description: Low profile occupancy sensors designed for ceiling installation.
 2. Passive Infrared/Ultrasonic Dual Technology Ceiling Mounted Occupancy Sensors:
 - a. Standard Range Sensors: Capable of detecting motion within an area of 450 square feet at a mounting height of 9 feet, with a field of view of 360 degrees.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that openings for outlet boxes are neatly cut and will be completely covered by devices or wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.
- F. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.
- G. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Install lighting control devices in accordance with manufacturer's instructions.
- C. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

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- D. Install lighting control devices plumb and level, and held securely in place.
- E. Provide required supports in accordance with Section 26 0529.
- F. Occupancy Sensor Locations:
 - 1. Locate ultrasonic and dual technology passive infrared/ultrasonic occupancy sensors a minimum of 4 feet from air supply ducts or other sources of heavy air flow and as per manufacturer's recommendations, in order to minimize false triggers.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect each lighting control device for damage and defects.
- C. Test occupancy sensors to verify proper operation, including time delays and ambient light thresholds where applicable. Verify optimal coverage for entire room or area.
- D. Correct wiring deficiencies and replace damaged or defective lighting control devices.

3.4 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.
- B. Adjust occupancy sensor settings to minimize undesired activations while optimizing energy savings, and to achieve desired function as indicated or as directed by Fuller and D'Angelo, P.C..

3.5 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.6 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of lighting control devices to Fuller and D'Angelo, P.C., and correct deficiencies or make adjustments as directed.
- B. Training: Train Edgemont School District's personnel on operation, adjustment, programming, and maintenance of lighting control devices.
 - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.

END OF SECTION

**SECTION 26 2726
WIRING DEVICES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

1.2 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Manufactured wiring systems for use with access floor boxes with compatible pre-wired connectors.
- B. Section 26 0533.16 - Boxes for Electrical Systems.
- C. Section 26 0923 - Lighting Control Devices: Devices for automatic control of lighting, including occupancy sensors, in-wall time switches, and in-wall interval timers.

1.3 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Revision H, 2014.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Revision G, 2014.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- E. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
- F. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.
- I. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
 - 2. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
 - 3. Notify Fuller and D'Angelo, P.C. of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.
- B. Sequencing:
 - 1. Do not install wiring devices until final surface finishes and painting are complete.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

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- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.1 WIRING DEVICE APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.

2.2 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices, Unless Otherwise Indicated: Ivory with stainless steel wall plate.

2.3 WALL SWITCHES

- A. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- B. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw as indicated on the drawings.

2.4 RECEPTACLES

- A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 - 2. NEMA configurations specified are according to NEMA WD 6.

2.5 WALL PLATES

- A. Wall Plates: Comply with UL 514D.
 - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
 - 2. Size: Standard.
 - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

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3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of wiring devices provided under this section.
 - 1. Mounting Heights: Unless otherwise indicated, as follows:
 - a. Wall Switches: 48 inches above finished floor.
 - b. Receptacles: 18 inches above finished floor or 6 inches above counter.
 - 2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- E. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- F. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- G. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- H. Install wall switches with OFF position down.
- I. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- J. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- K. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

3.4 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect each wiring device for damage and defects.
- C. Operate each wall switch with circuit energized to verify proper operation.
- D. Test each receptacle to verify operation and proper polarity.
- E. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.5 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

3.6 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

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SECTION 26 5100
INTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior luminaires.
- B. Emergency lighting units.

1.2 RELATED REQUIREMENTS

- A. Section 26 0529 - Hangers and Supports for Electrical Systems.
- B. Section 26 0533.16 - Boxes for Electrical Systems.
- C. Section 26 0923 - Lighting Control Devices.
 - 1. Includes automatic controls for lighting including occupancy sensors.
- D. Section 26 2726 - Wiring Devices: Manual wall switches and wall dimmers.

1.3 REFERENCE STANDARDS

- A. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- B. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; Illuminating Engineering Society; 2015.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2006.
- E. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- F. NEMA LE 4 - Recessed Luminaires, Ceiling Compatibility; 2012.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. NFPA 101 - Life Safety Code; 2015.
- I. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.
- J. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- K. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
 - 2. Notify Fuller and D'Angelo, P.C. of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
 - 1. LED Luminaires:

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- a. Include estimated useful life, calculated based on IES LM-80 test data.

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.8 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide three year manufacturer warranty for LED luminaires, including drivers.

PART 2 PRODUCTS

2.1 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.
- B. Substitutions: See Section 01 6000 - Product Requirements, except where individual luminaire types are designated with substitutions not permitted.

2.2 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Recessed Luminaires:
 - 1. Ceiling Compatibility: Comply with NEMA LE 4.
- H. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

2.3 EMERGENCY LIGHTING UNITS

- A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- C. Battery:
 - 1. Size battery to supply all connected lamps, including emergency remote heads where indicated.

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- D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- E. Provide low-voltage disconnect to prevent battery damage from deep discharge.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of luminaires provided under this section.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install products in accordance with manufacturer's instructions.
- D. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- E. Provide required support and attachment in accordance with Section 26 0529.
- F. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- G. Suspended Ceiling Mounted Luminaires:
 - 1. Do not use ceiling tiles to bear weight of luminaires.
 - 2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
 - 3. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
 - 4. In addition to ceiling support wires, provide two galvanized steel safety wire(s), minimum 12 gage, connected from opposing corners of each recessed luminaire to building structure.
 - 5. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.
- H. Install accessories furnished with each luminaire.
- I. Bond products and metal accessories to branch circuit equipment grounding conductor.
- J. Emergency Lighting Units:
 - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Test emergency lighting units to verify proper operation upon loss of normal power supply.
- E. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Fuller and D'Angelo, P.C..

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3.4 CLEANING

- A. Clean surfaces according to NECA 500 (commercial lighting) and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.5 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION