

BID DOCUMENTS SET
PROJECT MANUAL & SPECIFICATIONS

WEST CARROLLTON SCHOOL DISTRICT
2018 TOILET PARTITION REPLACEMENT –
LPA PROJECT NO. 83425.00

FOR

WEST CARROLLTON SCHOOLS
AT
WEST CARROLLTON HIGH SCHOOL

MAY 2018

PREPARED BY



LEVIN PORTER
ARCHITECTS

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www.levin-porter.com

Levin Porter Associates Inc. dba Levin Porter Architects

SET NO.

LEGAL NOTICE

Sealed Proposals will be received at the office of:

Treasurer, West Carrollton City Schools
430 E. Pease Avenue
West Carrollton, Ohio 45449-1357

until May 21st, 2018, 11:00 am local time and thereupon publicly opened and read by the Owner's representative for all labor and materials necessary for the following projects for West Carrollton Schools:

1. West Carrollton Schools – 2018 Toilet Partition Replacement

Pursuant to Section 153.54 et. seq. of the Ohio Revised Code, the Bidder shall submit a BID GUARANTY in the form of either:

- a. A bond for the full amount of the bid; or
- b. A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in the amount of TEN PERCENT (10%) of the bid.

The successful bidder must replace the bid guaranty with a one-hundred percent (100%) Performance Bond upon award of the bid.

Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, handicap or national origin.

In accordance with the current Ohio School Law, this project is exempt from the provisions of Ohio's prevailing wage law.

The improvements are to be performed in accordance with the plans and specifications and are available upon receipt electronically at no charge. Just email Robert Brown at rbrown@levin-porter.com to request a set of documents. Please indicate which project you are interested in. Documents will be available electronically (.pdf) only.

Instructions to Bidders, Form of Proposal, Contract Agreement, Drawings, Specifications, Contract Bond and other contract documents may be examined at the following offices:

1. Office of the Architect - Levin Porter Associates Inc., 3011 Newmark Drive, Miamisburg, Ohio 45342
2. Plan Room of McGraw Hill Dodge in Dayton, Ohio.
3. Dayton Builder's Exchange of Dayton, Ohio.

A pre-bid meeting will be held at West Carrollton Administration Office, 430 E. Pease Avenue West Carrollton Ohio on May 9th, 2018 at 10:30 am for the West Carrollton Schools – 2018 Toilet Partition Replacement Project

Bids shall be sealed and addressed to:

Treasurer, West Carrollton City Schools
430 E. Pease Avenue
West Carrollton, Ohio 45449-1357

and marked "Proposal for Work for West Carrollton Schools – 2018 Toilet Partition Replacement Project"

No bidder may withdraw his bid within 60 days of the actual date of the bid opening thereof.

The West Carrollton Schools reserves the right to accept or reject any or all bids and waive any informalities. The West Carrollton Schools intends to accept the lowest responsive and responsible bid for the project.

Please note that the West Carrollton Schools is exempt from all federal, state and local sales and/or excise taxes.

By the Order of the West Carrollton School District.

Ryan Slone, Treasurer

Advertisement Dates:
May 06, 2018

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF DOCUMENTS AND SITE CONDITIONS
 - A. Study all Contract Documents. Direct inquiries to the Architect. Clarifying addenda, which will become part of the Contract Documents, will be printed and distributed to all persons holding Bidding Documents. The Architect will not be responsible for oral instructions.
 - B. Examine site to obtain first-hand knowledge of existing conditions. No allowance will be made subsequently on behalf of the Contractor for any error or negligence on his part in this connection.
 - C. Sets of documents for on-premise use of sub-bidders are available at the plan rooms listed in Legal Notice in addition to the Architect's office.
2. BASIS FOR BIDS AND AWARDS
 - A. Bidders shall submit separate LUMP SUM proposals for any or all divisions of work requested on the Form of Proposal. If space is provided on the Form of Proposal for bidding combinations of bid items or divisions of work, bidders may submit a LUMP SUM proposal for any combination or all bid items shown. Bidders are encouraged but are not required to submit separate LUMP SUM proposals for those bid items included in any such combination bid.
 - B. Include all unit cost items and Alternates requested on the Form of Proposal that pertain to the bid items, divisions of work, or combinations thereof that you bid.
 - C. Awards will be made upon the basis of lowest responsible bid. Low bid will be determined by the sum of base bid plus alternates selected. Substitutions and Unit Prices will not be considered in determining low bid.
 - D. The Owner reserves the right to waive informalities and reject any or all bids or to accept the bid which embraces such combination of alternate proposals as may be in the best interest of the Owner.
3. STANDARDS - SUBSTITUTIONS
 - A. The name or make of any product(s) named in the Specifications to denote the kind and quality required as a STANDARD, whether or not the words, "or equal" or "approved equal" or other synonymous terms are used, shall be known as "Standards". Where two or more standards are listed together Bidders may bid on any of the "Standards" named. All Bid Proposals shall be based on standards specified.

- B. Bidders desiring consideration for the use of products not named in the Specifications, may submit proposals for the substitution of same for Standards as specified, providing the Substitution List included in the Bid Proposal is used. Complete Specifications and descriptions of the substitution being submitted shall be furnished to the Architect, if the substitution is to be considered for acceptance. Any substitution as approved by the Architect and accepted by the Owner will be incorporated in the formal contract. If the Bidder offers no substitutions on the Substitution list, the "Standard" specified shall be used.

4. BID SECURITY

- A. Each Proposal shall be accompanied by a certified check or cashier's check upon a solvent bank or a letter of credit pursuant to Ohio Revised Code Chapter 1305 executed by a surety company authorized to do business in the State of Ohio, for a sum equal to ten percent (10%) of the amount of the bid submitted, or, in the alternate, the bid can be accompanied by a Bid and Performance Bond for a sum equal to one hundred percent (100%) of the amount of the bid submitted, all pursuant to Revised Code Section 153.54, as guarantee that if the bid is accepted, a Contract will be entered into and its performance properly secured. Should any proposal be rejected, such certified check, cashier's check or letter of credit will be returned to the bidder, and should any proposal be accepted, such check or letter of credit will be returned to the bidder upon the proper execution and securing of the Contract and Performance Bond pursuant to Revised Code Section 153.54.
- B. If the bidder fails to furnish an appropriate bid guaranty with the bid, the bid shall be rejected as non-responsive. Telegraphic notification of execution of a bid bond does not meet the requirements of a bid guaranty accompanying the bid. Use of a form containing additional materials language from that required by statute will not be accepted and bidders are urged to use the bond form contained in the bid documents.
- C. If a surety company bond is furnished, each bond must be accompanied by a Power of Attorney of the agent of the company signing same, showing that said agent is authorized to execute bonds in a sum sufficient to cover the amount of the bond in each particular case. The bond must also be accompanied by a certificate signed by the Superintendent of Division of Insurance, State of Ohio, showing that said company is authorized to do business in Ohio.

5. PERFORMANCE BOND AND LABOR AND MATERIAL BOND

- A. Any bidder to whom a Contract is awarded that secured his Proposal with a certified check, cashier's check or a letter of credit, within 10 days after notification of award, shall furnish a Performance Bond pursuant to the Ohio Revised Code Section 153.54.

- B. The surety company bond shall be accompanied by a Power of Attorney of the agent of the company signing same, showing the said agent is authorized to execute bonds in a sum sufficient to cover the amount of the bond. The bond must also be accompanied by a certified check signed by the Superintendent of Division of Insurance, State of Ohio, showing that said company is authorized to do business in Ohio.

6. FORM OF PROPOSAL

- A. **Submit two (2) copies of the Form of Proposal.** All proposals shall be submitted upon the blank "Form of Proposal" furnished by the Architect. The wording of the Form of Proposal shall be used without change, alteration or addition.
- B. The bidder must state both in words and figures all specified lump sums and other specific items when and as noted and provided in the Form of Proposal. In case of discrepancy, the amount in words shall govern.
- C. Signatures shall be legibly written in longhand, and name typed or printed below signature. In case of partnership, the name of each individual shall be given; in case of corporation, the signature of the officer duly authorized to sign shall appear under the corporate name and seal.
- D. Proposals shall be enclosed in a sealed opaque envelope with Bidder's name in the upper left hand corner, and shall be endorsed "Proposal for West Carrollton Schools – 2018 Toilet Partition Replacement
- E. No bidder may withdraw his proposal for a period of 60 days after the date of bid opening.
- F. The attached Form of Proposal is for reference only. Loose copies are available from the Architect upon request.

7. FORM OF CONTRACT

- A. Form of Contract: AIA Document A101, "Standard Form of Agreement Between Owner and Contractor When Basis of Payment is Stipulated Sum-2007 Edition" shall be form used for all Contracts with the Owner.

8. AWARD OF CONTRACT

- A. The Contract shall be considered as awarded when formal notice of award or letter of intent has been served upon the successful bidder by the Owner or the Architect, but the Agreement shall not be complete until the signed Agreement, satisfactory surety bonds and insurance certificates have been furnished by the successful bidder at his own expense, to the Owner.

- B. It is the intent of the Owner to award the contract immediately. Contract award will be based on the lowest and best combined total of Base Bid plus or minus the bids of any Alternates that may be accepted. Definition of lowest and best bid shall be the lowest for the combination of base bid and alternates that is in the opinion of the Owner in the best interest of the Owner.
- C. Allow 30 days after receipt of bids for Owner's review of bids and preparation of Contract.

9. COMPLETION DATE

- A. The work shall begin no later than seven (7) days after Owner's signing of the Contract and/or issuance of Notice to Proceed, and shall achieved Substantial Completion no later than the specified Substantial Completion date, and shall achieve Final Completion by the specified Final Completion Date. These Substantial Completion and Final Completion Dates are as shown below unless there is a modification of the date(s) formally agreed to by Owner and Contractor(s).
- B. Substantial Completion of all work by August 17, 2018.
- C. The actual date the Contractor achieves Substantial Completion shall be the date the Architect determines the work has achieved Substantial Completion and subsequently issues the Certificate of Substantial Completion to Owner and Contractor.

10. LIQUIDATED DAMAGES

- A. Time is of the essence of the Contract, and date of Substantial Completion is essential. Failure to meet this date will cause damage to the Owner.
- B. Failure of the Contractor to achieve Substantial Completion by the date specified will result in Liquidated Damage being assessed against the Contractor as prescribed in the Contract Documents.
- C. Key Project Dates: As listed in paragraph 9 above.

11. PRE-BID CONFERENCE

- A. A pre-bid meeting will be held at West Carrollton Administration Office, 430 East Pease Ave, West Carrollton, Ohio 45449 on May 9th, 2018 at 10:30 am. All prime bidders and major subcontractors are requested to have representatives attend.

12. SUBCONTRACTING

- A. The Contractor may utilize the services of Subcontractors, however the successful bidder shall submit to the Architect, for approval before contract is entered into, a complete list naming all proposed Subcontractors.
- B. The Owner reserves the right to accept or reject the employment of any or all Subcontractor(s).
- C. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors as he is for the acts and omissions of persons directly employed by him.

13. QUALIFICATIONS

- A. Contractor shall submit with Bid a list of similar projects (size, scope and schedule) completed within the last 10 years and a list of references.

14. QUESTIONS

- A. Submit all questions about Documents to Architect in writing. Replies will be submitted to all qualified bidders in writing. Such written clarifications shall be considered Addenda and also shall become part of the Contract. The Architect and Owner will not be responsible for oral clarification. Questions received less than three (3) days before Bid Opening cannot be answered.

15. OHIO SALES TAX EXEMPTION

- A. Materials for this building are not subject to the State of Ohio Sales Tax. Contractor will be a licensed vendor in State of Ohio and will purchase material for this work without payment of Sales Tax. Owner will furnish Contractor with Certificate of Exemption.

16. DELINQUENT PERSONAL PROPERTY TAX STATEMENT

- A. Prior to entering a Contract for the Work, Contractor shall furnish a signed and notarized "Delinquent Personal Tax Statement" per requirements of Ohio Revised Code Section 5719.042. ***This form shall be submitted with the Form of Proposal.***

17. NON-COLLUSION AFFIDAVIT

- A. Prior to entering a Contract for the Work, Contractor shall furnish a signed and notarized "Non-Collusion Affidavit" included in this Specification. ***This form shall be submitted with the Form of Proposal.***

18. SITE VISITS

- A. Site visits after the Pre-Bid Meeting at the sites covered by this project / contract can be arranged by contacting Jack Haag at 859-5121 extension 1116.

END OF SECTION

FORM OF PROPOSAL

TO:

Treasurer, West Carrollton City Schools
430 E. Pease Avenue
West Carrollton, Ohio 45449-1357

Having carefully read and examined the Contract Documents for the Execution and Construction of the 2018 Toilet Replacement Project for West Carrollton Schools and having inspected the premises and all the conditions affecting the work, the undersigned propose(s) to furnish all materials and perform all labor necessary to performance and completion of such item or items as are enumerated below, all to be in full accordance with the Bidding and Contract Documents; and further, agrees that if any or all of said bids be accepted, the undersigned will enter into a Contract according to the form required by the Owner for the faithful performance of labor and furnishing of material included in such bid or bids so accepted, and will furnish a good and sufficient Bond to the satisfaction of the Owner, in an amount equal to one hundred percent (100%) of the Contract Price for the faithful performance of such Contract as required by law and the Owner.

Addenda Received prior to submission of Bid:

Addendum Number(s): _____

Submitted by:

(Contracting Firm) (Date)

Address of Firm: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contacting Firm's Point of Contact for this Bid: _____

ITEM NO. 1: All Areas of Work – General Contract:

TOTAL, for the sum of:

_____ (Dollars) \$ _____

The above Item No. 1 – Base Bid includes an amount for all allowances as described in the Contract Documents.

ITEM NO. 3: SUBSTITUTION LIST

All Bids shall be based upon the STANDARD specified or their EQUALS. Bidders desiring to make Substitutions for “STANDARD” specified different methods of construction shall list the proposed Substitution or Methods below, together with the Base Bid:

| Brand, Make or Method Specified | Proposed Substitution | Add | Deduct | No Change |
|---------------------------------|-----------------------|-----|--------|-----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ITEM NO. 4: TIME OF COMPLETION

I, or we, agree to complete the Work covered by the Proposal, on or before August 17, 2018.

ITEM NO. 5: BID BONDS

Bond Security is attached hereto as required by the Contract Documents in the amount of:

ITEM NO. 6: THE BIDDER IS:

1. An individually owned firm and the Owner is:

2. A Partnership of the State of _____, and the partners are:

3. A Corporation of the State of Ohio: _____
State Name and Address of all persons and parties interested in the foregoing
Proposal other than the Bidder:

ITEM NO. 7: AGREEMENT

The Contractor agrees to accept the Award of Contract any time within sixty (60) days after Bids are received.

BIDDER: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

END OF SECTION

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(name and address)

as principal and _____

(name of surety) as Surety, are hereby held and firmly held and bound unto the West Carrollton Schools Board of Education, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as _____.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____). (If the line above is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project.:

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid: or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after awarding of the contract, enters into a proper contract in accordance with the bid, plans, details and specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract, and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material thereof; for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialism or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20__

PRINCIPAL _____

By: _____

Title: _____

Surety: _____ Surety Company Address: _____

By: _____ Attorney-In-Fact
_____ Street
_____ City State Zip

SURETY AGENT'S ADDRESS:

_____ Agency Name

_____ Street

_____ City State Zip

_____ Telephone

DELINQUENT PERSONAL PROPERTY TAXES

TO:

I submitted a bid to _____ on _____, 20____, and having been awarded the contract described as (Insert contract number or a brief description of the work or service to be performed), submit statement to comply with the requirement of Section 5719.042, Ohio Revised Code.

NOTE: If paragraph No. 1 below is applicable, the bidder should sign in the space provided at the end of the paragraph, and then cross out paragraph No. 2.

If paragraph No. 2 below is applicable, the bidder should insert the requested information and then cross out paragraph No. 1.

No. 1: At the time I submitted my bid I was not charged with any delinquent personal property taxes on any general tax list.

NAME OF FIRM

Signature of Officer (Title)

No. 2: At the time I submitted my bid I was charged with delinquent personal property taxes, penalties and interest as follows:

\$ _____ Delinquent Taxes

\$ _____ Penalties

\$ _____ Interest

NAME OF FIRM

Signature of Officer (Title)

State of Ohio
County of _____ SS:

_____, being first duly sworn, says that the statements made above are true as he/she verily believes.

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

NON-COLLUSION AFFIDAVIT

State of Ohio, County of _____.

The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief.

1. The Base Bid, Unit Prices or any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purposes of restricting competition as to any matter relating to such Base Bid, Unit Prices, or Alternate bid with any other Bidder.
2. Unless otherwise required by law, the Base Bid, Unit Prices or Alternate bid which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other bidder that would have any interest in the Base Bid, Unit Prices, or Alternate Bid.
3. No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

ADDITIONAL SIGNATURE FOR JOINT VENTURE

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

State of Ohio, County of _____ **ss.**

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of the Contract for Construction, AIA Document A201 2007 Edition of the American Institute of Architects, may not accompany each set of Specifications, but are hereby made a part of this Specification, and shall be considered binding and become a part of the Contract.

Copies of these General Conditions are on file at the office of the Architect and may be obtained if requested.

CONTRACT AGREEMENT

The Standard Form of Agreement Between the Owner and Contractor, AIA Document A101 2007 Edition of the American Institute of Architects may not accompany each set of Specifications, but is hereby made a part of the Contract Documents and shall be considered binding and becomes part of the Contract.

Copies of the Agreement are on file at the office of the Architect and may be obtained if requested.

END OF SECTION

SECTION 1A - SUPPLEMENTARY GENERAL CONDITIONS

1. SCOPE

Except as modified by other parts of the Contract Documents, The original provisions of "General Conditions of the Contract for Construction," AIA Document A201, 2007 Edition, shall remain in full effect. The following Supplementary General Conditions shall be considered as additions or modifications to the original provisions.

2. DOCUMENTS REQUIRED PRIOR TO SIGNING OF CONTRACT

Immediately upon the award of, and prior to the signing of the Contract, the successful Bidder shall furnish to the Architect:

- A. If Contractor's Proposal is secured by a means other than a Bid Guarantee and Contract Bond, a Bond meeting the requirements of Ohio Revised Code Chapter 153. Said Bond shall:
 - 1. Be written for an amount not less than 100% of the Contract Amount.
 - 2. Be accompanied by a Power of Attorney of the Agent of the Company signing the same, showing that said agent is authorized to execute a bond in a sum sufficient to cover the Contract Sum.
 - 3. Be accompanied by a certificate signed by the Superintendent of Division of Insurance, State of Ohio, showing that said company is authorized to do business in Ohio.
- B. A signed and notarized copy of a "Delinquent Personal Property Tax Statement" for the Contractor per the requirements of Ohio Revised Code Section 5719.042.
- C. Certificates of Insurance Coverage for all insurance coverage required of the Contractor by the Contract Documents.
- D. Workman's Compensation Certificates.
- E. Complete list of Subcontractors and material and equipment suppliers with a complete listing of all segments of the Work each Subcontractor and material and equipment supplier shall be used for.
- F. The full name, address and phone number, including residential phone number, of the Job Superintendent for each Contractor and major Subcontractor, who will be in charge during the entire duration of the project.

- G. Schedules of Values (Division of Contract).
- H. Time-progress schedule of the Work. Contractor shall develop and submit a time-progress schedule in conformance with the Time requirements of the Project that shall include all critical mile-stones of construction activity, Contractor submittal dates and proper review time for submittals by the Architect.

3. CONTRACT DOCUMENTS

- A. Contract documents as indicated in Paragraph 1.1.1 of the General Conditions, shall be modified to include the following documents:

- 1. Drawing sheets
- 2. General Conditions (AIA Document A201)
- 3. Supplementary General Conditions.
- 4. Additional Conditions
- 5. General Requirements (Division 1).
- 6. Owner/Contractor Agreement (AIA A101)
- 7. Bid Guaranty and Contract Bond
- 8. Specifications
- 9. Addenda, as issued prior to the receipt of Bids.
- 10. Modifications (Change Orders, Construction Change Directives and order for minor Change in Work) issued after execution of Owner/Contractor Agreement.

- B. Drawings and Specifications

- 1. The Owner will furnish to the Contractor free of charge, 5 copies of the Drawings and Specifications for the execution of the Work for each contract.
- 2. Contractor shall keep one (1) complete clean copy of all drawings and specifications for the Work, in good shape, available to everyone engaged on the job, see Paragraph 4.12 of the AIA Document A201. In addition one (1) complete copy of all Drawings and Specifications shall be maintained to record all changes made during the execution of the Work.
- 3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contractor shall be held to provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably implied therefrom to produce the intended results.

4. The Drawings shall generally govern dimensions, details and locations of the Work. The Specifications shall generally govern quality of materials and workmanship.
5. The Drawings are divided by category and the Specifications are divided into Divisions and Section for the purpose of providing order to the many elements of the work. The Contractor is responsible for a complete familiarity of all of the Contract Documents and the complete understanding of the Scope of responsibility of the Contractor's Work. The Contractor is also responsible to establish the Scope of any Subcontractor's Work; the division of the Construction Documents is not intended to establish such divisions of responsibility.
6. In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and shall comply with the more strict requirement.
7. Unless otherwise specified in the Contract Documents, words which have well-know technical or construction industry meanings are used in accordance with such recognized meanings.
8. Unless specifically indicated otherwise, all elements of the Work shall produce a complete installation. Contractor is responsible to provide the materials, labor and services necessary to produce a complete installation regardless of the inclusion of all necessary components of the installation in the Contract Documents.
9. Contractor shall be responsible to field verify all existing conditions. Any deviations found between the existing conditions and the Contract Documents, including dimensions that affect the Work in any way shall be brought to the attention of the Architect immediately. 3.2.3 of the General Conditions is modified such that the Contractor shall be responsible for any corrective Work required as a result of failure to obtain guidance from the Architect for such deviations between existing conditions and the Contract Documents.

4. REQUESTS FOR INFORMATION (RFI'S)

- A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation by the Architect, the Contractor shall submit a **Request for Information** in writing to the Architect. Requests for Information may only be submitted by the Contractor and shall only be submitted on the Request for Information forms provided by the Architect. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect. In the Request for Information, the Contractor shall set forth an interpretation or

understanding of the requirements along with reasons why such an understanding was reached.

- B. The Architect acknowledges that this is a complex Project. Based upon the Architect's past experiences with projects of similar complexity, the Architect anticipates that there will probably be some Requests for Information on this Project.
- C. The Architect will review all Requests for Information to determine whether they are Request for Information within the meaning of the term. If the Architect determines that the document is not a Request for Information, it will be returned to the Contractor, un-reviewed as to content, for re-submittal on the proper form and in the proper manner.
- D. Responses to Requests for Information shall be issued within five (5) working days of receipt of the request from the Contractor unless the Architect determines that a longer time is necessary to provide an adequate response. If a longer time is necessary by the Architect, the Architect will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a Request for Information on an activity with five (5) working days or less of float on the current Project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request provided that the Architect responds within the five (5) working days set forth above.
- E. Responses from the Architect will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a Request for Information will cause a change to the requirements of the Contract Document, the Contractor shall immediately give written notice to the Architect stating that the Contractor considers the response to be a Change Order. Failure to give such written notice immediately shall waive the Contractor's right to seek additional time or cost under the appropriate articles of the General Conditions.

5. INSURANCE

- A. The Contractor shall furnish and maintain insurance as follows, in accordance with Article II of the AIA General Conditions, except as modified herein.
- B. All policies shall be subject to the approval of the Owner.
- C. 11.4.1.5 of the General Conditions is revised requiring the Contractor to include the Owner as co-insured on all policies.
- D. The form and adequacy of Protective Liability Insurance shall be written, unless otherwise provided, with minimum limits of \$2,000,000 for injury to one (1) person and \$2,000,000 limit for total injury in any one occurrence and the minimum for property damage in policies shall be

\$2,000,000 in each case. Vehicles operated in connection with the project shall be included in the coverage. Coverage shall be written on the Comprehensive Form.

- E. The Contractor shall furnish and maintain a Builder's All Risk Policy in the amount of the Contract.
- F. Certificate of all required insurance shall be filed with the Architect prior to signing the Contract.

6. PERMITS

- A. All permits shall be obtained and paid for by Contractor for which Work applies.
- B. Contractor shall be responsible for paying charges, if any, related to inspections and re-inspections related to permits.
- C. All permits shall remain in force for the period necessary to complete work under the Contract.

7. JOB CONDITIONS

- A. The commencement of Work by Contractor or any Subcontractor shall indicate his acceptance of all surfaces that his Work will adjoin or cover, and of all job conditions. Contractor and Subcontractor shall be responsible for the satisfactory installations of his own Work, regardless of contributory causes, once he has accepted job conditions. Any necessary corrections to said surfaces shall be reported immediately to the Architect prior to commencement of said Work.

8. CONTRACTOR'S SUPERINTENDENCE

- A. Contractor shall keep the same competent superintendent and any necessary assistants, on the Work during its progress. All shall be satisfactory to the Architect.
- B. Superintendent shall have previous experience in this type of Work and shall maintain a progress schedule and be authorized to make field decisions in the absence of the Contractor. He shall not be required to perform services not related to administering, expediting or coordinating the Work under this Contract.
- C. The Contractor shall attend to every part of the Work personally, or through his competent foremen, who shall be constantly on the Work, shall lay it out and give all necessary lines, levels, patterns and dimensions according to the accompanying Drawings and these Specifications, and shall verify that Drawings and Specifications are observed by all Subcontractors and employees.

- D. The Contractor shall inspect all materials when delivered and see that they are properly stored and protected from damage until used and must keep himself familiar with the Drawings, scale and full size details and Specifications concerning all parts of the Work at all times, and must report to the Architect for correction of apparent errors, either in the Drawings or specifications, as soon as discovered.

9. MATERIALS AND WORKMANSHIP

- A. The Architect or authorized representatives shall have the right to reject parts of the Work and materials not in accordance with the true intent and meaning of the Drawings and Specifications.
- B. Contractor shall accept responsibility for any changes or deviations from the Drawings and Specifications made without authorization from the Architect.

10. MANUFACTURER'S DIRECTION

- A. All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, adjusted and conditioned as directed by the manufacturer, unless herein specified to the contrary.

11. REVISIONS AND EXTRAS

- A. Contractor will accept orders for extra work or make changes in this Contract as per provisions of the General Conditions.
- B. If satisfactory resolution is not reached in Item "A" above, then all changes in the Work shall be paid for on the basis of 15% in addition to the actual cost of labor as submitted by the Contractor and 15% on materials in accordance with suppliers' invoices.

12. RELEASE OF LIENS

- A. Lien laws of the State of Ohio shall govern all Work and materials.
- B. Contractor shall furnish the Owner with each estimate for payment and before final payment is made, a full Release of Lien signed by all Subcontractors and Material-men associated in any way with the Work.
- C. If any Subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any lien.
- D. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all the monies that the latter may have been compelled to pay in discharging such lien including all costs and a reasonable Attorney's fee.

13. PAYMENT TO CONTRACTOR

- A. Payment to the Contractor will be made in accordance with the General Conditions.
- B. At the end of each calendar month, the Contractor shall prepare and present to the Architect an estimate of Work completed and materials which have been delivered on the site or secured for the job and stored during such month or subsequent to making of the last preceding estimate. Estimate forms will be AIA Documents G702 and G702A, Application and Certificate for Payment.
- C. Until all work is completed, the Owner shall make partial payments to the Contractor based on estimates prepared by the Contractor and approved by the Architect. These partial payments shall be governed by the following:
 - 1. Partial payments to the Contractor for labor performed shall be made at the rate of ninety-two percent of the approved estimates until the Work of the Contract has achieved fifty percent completion. All payments for labor performed after the Work of the Contractor has achieved fifty percent completion shall be paid based on one hundred percent of the approved estimates.
 - 2. Partial payments to the Contractor for materials shall be made at the rate of ninety-two percent of the approved estimates for materials delivered until the Work of the Contractor has achieved fifty percent completion. All payments for materials delivered after the Work of the Contractor has achieved fifty percent completion shall be paid based on one hundred percent of the approved estimates.
 - 3. The balance of labor estimates retained by Owner in 1, above, shall not be paid to the Contractor until the Work of the Contractor meets the condition of Final Completion.
 - 4. The balance of material estimates retained by Owner in 2, above, shall not be paid until all materials required by the Work have been properly installed by the Contractor.
- D. All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- E. Monthly estimates shall be proportioned to the Division of Contract. (Schedule of Values) prepared by the Contractor and approved by the

Owner. Such monthly estimates shall be adjusted proportionately by item to agree with the total amount of the Contract

- F. Partial payments made as the work progresses shall in no way be construed as acceptance of any portion of the completed Work embraced in the Contract.

14. DEFINITIONS

- A. "Provide" - means furnish, fabricate, complete, deliver, install and erect, including labor, materials, equipment, apparatus, appurtenances extra expenses necessary to complete in place, ready for operation and/or use under the terms of the Contract Documents.
- B. "As Shown" - "As Indicated" - "As Detailed" - "As Noted" or words of similar import refer to Drawings accompanying Specifications.
- C. "As Directed" - "As Ordered" - "As Designated" - "As Required" or words of similar import refer to the Architect's instruction.
- D. "Approved" - "Acceptable" - "Satisfactory" - or words of similar import refer to approved by, acceptable, or satisfactory to the Architect based on the best professional judgment of the Architect upon his review of conditions, data, and other information made available to him, but does not relieve the Contractor from his obligations and responsibilities as delineated in the Contract Documents.

15. ASSIGNMENT

- A. Assignment of this Contract or any part thereof, or any funds to be received thereunder, by the Contractor will be subject to the approval of the Owner. Such assignment shall contain a clause to the effect that it is agreed the funds to be paid the assignee under this assignment, are subject to the prior lien for services rendered or materials supplied for the performance of the Work called for in said Contract in favor of all persons, firms and corporation, rendering such services or supplying such materials.

16. GUARANTEE

- A. For a period of one (1) year from the date of Final Acceptance by the Owner, Contractor unconditionally shall warrant all material, equipment, design and workmanship to be free from inherent defects, and warrants against any malfunction caused thereby. Contractor shall at his own expense, cause all defects discovered during period to be removed, repaired and/or replaced to the complete satisfaction of the Owner.
- B. The Contractor is responsible for all guarantees listed in their respective Specification Sections.

- C. The Owner shall notify the Contractor in writing stating such defects and repairs to be made and the Contractor agrees to remedy such defects and make such repairs as directed by the Owner and to start the Work not more than five (5) days from date of said notification. If the Contractor fails to make such repairs within five (5) days of said notification. Owner may cause said repairs to be made and charge said expenses to the Contractor.
- E. This guarantee shall not serve to reduce any otherwise longer guarantees and warranty periods under which any units or components are regularly sold, or which require longer guarantees under the Specifications.
- F. Contractor shall be responsible for making corrections of any Work found to be not in conformance with the Contract Documents regardless of when discovery of such non-conformance is discovered.

17. CODE COMPLIANCE

- A. The Contractor shall give all requisite notices to the proper authorities, obtain all official inspections, permits (except for permits specifically specified as the responsibility of the Owner) and licenses made necessary by the Work and shall comply with all laws, ordinances, rules and regulations pertaining thereto.

18. TAXES

- A. As a public body, the Owner has a sales tax exemption status, and Work performed for this Project is exempt of such tax. Owner shall furnish Contractor proper sales tax exemption certification for use by the Contractor to avoid the need to make sales tax payments for materials, services and equipment related to the Work.

END OF SECTION

SECTION 1B - ADDITIONAL CONDITIONS

1. GENERAL

The following shall supplement the General and Supplementary Conditions of the Contract.

2. MEASUREMENTS

A. Before ordering any materials or doing any Work, the Contractor shall verify all measurements at the Site of the Work and shall be responsible for the corrections of the same. Any discrepancies which may be found shall be promptly reported to the Architect for consideration before proceeding with the Work.

3. DEMOLITION AND REMOVAL OF EXISTING MATERIALS

A. All existing materials to be removed shall be performed in a manner to insure the safety and protection of the existing structure, the grounds, employees, and visitors.

B. Contractor and Subcontractors shall comply with all safety rules and regulations pertaining to this project as required by the Governing Agencies.

C. Demolition shall include debris removal and hauling away of all material to a place of legal disposal.

D. Loose material shall be promptly removed from the Site, and containers of refuse material shall not be allowed to accumulate but shall be removed from the Site at regular intervals.

E. Site shall be kept in neat, clean and orderly condition.

4. NOTICE OF COMMENCEMENT

A. Pursuant to Section 1311.252, ORC, the Owner shall prepare a Notice of Commencement in affidavit form identifying the name and address of the Owner, the Project number, the name, address and trade of all Contractors, the date of execution of the Contract, and the name and address of the Surety for Contract, in addition to the name and address of the Owner's representative upon whom a Claim Affidavit may be served.

B. The Notice of Commencement shall be made available upon request. The unavailability of a Notice of Commencement or incorrect information in the Notice of Commencement does not adversely affect the right of claimants, pursuant to Section 1311.252 (C), ORC.

5. PROTECTION OF EXISTING FACILITIES
 - A. Extreme care shall be taken to properly protect all existing construction, equipment and appliances scheduled to remain.
 - B. Properly protect all components and surfaces of the existing structures.
 - C. All existing items and surfaces damage during the Work shall be repaired/replaced as required to an equal or better condition than previously existed.
6. ASBESTOS CONTAINING BUILDING MATERIALS:
 - A. The Owner shall make the Contractor aware of all suspect and confirmed asbestos containing building materials present at the project site as have been identified per the requirements of the Asbestos Hazard Emergency Response Act.
 - B. Contractor shall be responsible to inform each of his employees and Subcontractors of the location of asbestos containing building materials and require his Subcontractors to do the same.
 - C. Any Work associated with existing roofs may involve cutting or removal of asbestos containing roof felts and/or flashing membrane. Contractor shall use only craftsmen meeting governing agency requirements for training to perform such Work. In addition all Work of this nature shall conform with prevailing regulations.
7. WAGES
 - A. Per the Ohio Revised Code, as a Project for a Public School District, Prevailing Wages need not be paid.
8. OHIO SALES TAX EXEMPTION:
 - A. Materials for this Project are not subject to the State of Ohio Sales Tax. Owner shall furnish Contractor with Certificate of Exemption.
9. COMPLETION DATES
 - A. Refer to Instructions to Bidders for Contractual Completion Dates.
10. LIQUIDATED DAMAGES
 - A. If any contractor fails to achieve Substantial Completion and/or Final Completion by the required dates, the Contractor(s) determined by the Architect as responsible for failure of any Contractor to meet the required dates, shall be assessed liquidated damages.

- B. The Architect, based on his best professional judgment, shall determine the part of liability each contractor shall incur, if any, for liquidated damages based on the performance and/or failure to perform by each Contractor.
- C. The maximum daily amount any Contractor shall be held liable for liquidated damages shall be determined based on the Contract Amount of the Contractor as follows:

| <u>Contract Amount</u> | <u>Dollars per day</u> |
|----------------------------------|------------------------|
| \$1.00 - \$50,000.00 | \$150.00 |
| \$50,001.00 - \$150,000.00 | \$250.00 |
| \$150,001.00 - \$500,000.00 | \$500.00 |
| \$500,001.00 - \$2,000,000.00 | \$1,000.00 |
| \$2,000,001.00 - \$5,000,000.00 | \$2,000.00 |
| \$5,000,001.00 - \$10,000,000.00 | \$2,500.00 |
| \$10,000,001.00 and more | \$3,000.00 |

- D. If more than one Contractor is determined liable for liquidated damages, each liable Contractor shall be assessed the percent of their maximum daily liability equal to the percent of their determined liability.
- E. Contractor liability to the Owner for Liquidated Damages shall entitle the Owner to retain from the amount owed the Contractor and/or recover from the Contractor Liquidated Damages, and not as penalty, amounts as set forth above for each and every calendar day thereafter until the condition causing the Liquidated Damages has been corrected. The Contractor acknowledges by submitting its bid and entering into a contract with Owner that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages that the Owner would incur if the work is not substantially and finally completed by the foregoing dates. These Liquidated Damages are damages for loss of use of the project. The Owner's right to recover Liquidated Damages shall not substitute for any other right of recovery for additional costs incurred should the Contractor fail to complete the Contract according to the Contract Documents.

11. REQUESTS FOR INFORMATION (RFI's)

- A. In the event that the contractor or subcontractor, at any tier, determines that some portion of the drawings, specifications, or other contract documents requires clarification or interpretation by the Architect, the contractor shall submit a **Request for Information** in writing to the Architect. Requests for Information may only be submitted by the contractor and shall only be submitted on the Request for Information format to be provided by the Architect. The contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect. In the Request for Information, the contractor shall set forth an interpretation or

understanding of the requirements along with reasons why such an understanding was reached.

- B. The Architect acknowledges that it is a complex project. Based upon the Architect's past experiences with projects of similar complexity, the Architect anticipates that there will probably be some Requests for Information on this project.
- C. The Architect will review all Requests for Information to determine whether they are Request for Information within the meaning of the term. If the Architect determines that the document is not a Request for Information, it will be returned to the contractor, un-reviewed as to content, for re-submittal on the proper form and in the proper manner.
- D. Responses to Requests for Information shall be issued within two (2) working days of receipt of the request from the contractor unless the Architect determine that a longer time is necessary to provide an adequate response. If a longer time is necessary by the Architect, the Architect will, within two (2) working days of receipt of the request, notify the contractor of the anticipated response time. If the contractor submits a Request for Information on an activity with two (2) working days or less of float on the current project schedule, the contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request provided that the Architect responds within the two (2) working days set forth above.
- E. Responses from the Architect will not change any requirement of the contract documents. In the event the contractor believes that a response to a Request for Information will cause a change to the requirements of the contract documents, the contractor shall immediately give written notice to the Architect stating that the contractor considers the response to be a Change Order. Failure to give such written notice immediately shall waive the contractor's right to seek additional time or cost under the appropriate articles of the General Conditions.
- F. Contractor shall use the RFI submittal form for all RFI submittals (to be provided during pre-construction meeting)

12. TOBACCO FREE FACILITY

- A. This facility is a TOBACCO FREE FACILITY. NO tobacco use will be tolerated on the premises. Tobacco use can and will be used as justification for dismissal from the job at any time.

END OF SECTION

SECTION 010100 - SUMMARY OF WORK

PART 1 - GENERAL

1. DESCRIPTION

- A. The project consists of the demolition and replacement of the existing toilet partitions for the following schools for West Carrollton Schools.
 - a. Harold Schnell Elementary
 - b. CF Holiday Elementary
 - c. Harry Russell Elementary
 - d. Shade Elementary / ECC
 - e. West Carrollton High School
 - f. West Carrollton Middle School
 - g. Frank Nicholas Elementary
 - h. Fine Arts building
- B. Primary construction features include:
 - 1. General Construction – Demolition / Architectural
- C. Types of Construction Contracts:
 - 1. Single Prime Contract (General Construction Contract).

2. WORK BY OTHERS

- A. If asbestos is encountered in the progress of the work the Owner shall be notified immediately. The Owner will contract separately for asbestos removal.

3. PROJECT BID ALTERNATES

- A. See "Form of Proposal" for listing of project Bid Alternates.
- B. Bidder must include all applicable Alternates which pertain to his Base Bid, separately and/or combined.
- C. Contract will be awarded on basis of lowest responsible base bid.
- D. Substitutions and Unit Prices will not be considered in determining the lowest responsible bid. Award of contract will not be based on early completion dates on liquidated damages.
- E. Coordinate pertinent related work to the Alternates and modify surrounding work as required to complete the project.

4. COMPLETION DATES AND CONSTRUCTION SCHEDULE

A. COMPLETION DATES

1. The required dated of Substantial Completion as defined in the General Conditions of the Contract for Construction for all areas of Phase 1, shall be August 17th, 2018.

B. CONSTRUCTION SCHEDULE

1. All work can begin at the site after June 4th, 2018. Actual date to be coordinated with school district.
2. The Contractor shall order all equipment and materials associated with the work in order to be completed by the substantial completion date listed above.
3. Access to all emergency egress and exits shall be maintained at all times throughout the project.
4. The project area will be available to the Contractors during the holiday breaks with prior approval of the Owner.
5. The Contractor, at their option and at no additional cost to the Owner, may work on Saturdays and Sundays with prior approval of the Owner.

END OF SECTION

SECTION 013100 - PROGRESS SCHEDULE

PART 1 - GENERAL

1. RELATED DOCUMENTS

All provisions of the Contract Documents apply to this Section. The Contractor(s) shall be responsible for complete familiarity of same.

2. REQUIREMENTS INCLUDE

- A. Procedures for preparation and submittal of construction progress schedules and periodical updating.
- B. Contractors other than the General Contractor shall furnish, in a timely manner, detailed information required for preparation of the progress schedule by the General Contractor.

3. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Section 013400 - Shop Drawing, Product Data and Samples.

4. FORMAT

- A. Prepare schedules as a horizontal bar chart with separate bar for each major portion of work or operation, identifying first workday of each week.
- B. Sequence of Listings: The Table of Contents of project manual.
- C. Scale and Spacing: To provide space for notations and revisions.
- D. Sheet Size: Minimum 8.5" x 11" or 11" x 17"

5. CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Indicate delivery dates for material and equipment critical to the progress of the work.
- B. Identify each item by major specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules for each stage of work.
- E. Provide sub-schedules to define critical portions of entire schedule.
- F. Show accumulated percentage of completion of each item and total percentage of

work complete, as of the first day of each month.

- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples and dates reviewed submittals will be required from Architect. Show decision dates for selection of finishes.

6. REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittals and projected completion date of each activity.
- B. Identify activities modified since previous submittal, major changes in scope and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays and impact on schedule. Report corrective action taken, or proposed and its effect.

7. SUBMITTALS

- A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedule with each Application for Payment.
- C. Submit the number of opaque reproductions which Contractor requires, plus 3 copies which will be retained by Architect. Submit under transmittal letter.

8. DISTRIBUTION

- A. Distribute copies of review schedules to job site file, subcontractors, other contractors, suppliers and other concerned entities.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF SECTION

SECTION 013400 - SHOP DRAWINGS, PRODUCT DATA & SAMPLES

PART 1 - GENERAL

1. RELATED DOCUMENTS

All provisions of the Contract Documents apply to this Section. The Contractor(s) shall be responsible for complete familiarity of same.

2. REQUIREMENTS INCLUDE

A. Procedures for submittals.

3. RELATED REQUIREMENTS

A. Specified elsewhere:

1. General Conditions: Definitions and basic responsibilities of entities.
2. Section 013100 - Progress Schedules
3. Section 017000 - Project Close-Out

4. SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with project and contract name and number; identify each element of drawings by reference to sheet number and detail, schedule or room number of Contract Documents.
- B. Identify field dimensions, show relation to adjacent or critical features of work or products.
- C. Minimum Sheet Size: 11" x 17" or multiples of 8-1/2" x 11".
- D. Reproduction of Contract Documents are not acceptable as shop drawings.

5. PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to work. Delete information not applicable.

6. SAMPLES

- A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures and patterns for Architect selection.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Approved samples which may be used in the work area indicated in specification sections.
- D. Label each sample with identification required for transmittal letter.
- E. Provide field samples of finishes at project, at location acceptable to Architect, as required by individual specification sections. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.
- F. Submit for approval two (2) samples, or as otherwise required by the specifications.

7. MANUFACTURER'S INSTRUCTIONS

- A. Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, balancing and finishing.

8. CONTRACTOR REVIEW

- A. Review submittals prior to transmittal, determined and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of contract documents.
- B. Coordinate submittals with requirements of work and of contract documents.
- C. Sign or initial each sheet of shop drawings and product data and each sample label to certify compliance with requirements of contract documents. Notify Architect in writing at time of submittals, of deviations from requirements of contract documents.
- D. Do not fabricate products or begin work which requires submittals until return of submittal with Architect acceptance.

9. SUBMITTALS REQUIREMENTS

- A. Transmit submittals in accord with approved Progress Schedule.
- B. Provide 8" x 4" blank space on each submittal for Contractor and Architect stamps.
- C. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of work and contract documents.

- D. Coordinate submittals into logical groupings to facilitate interrelation of several items:
 - 1. Finishes which involve Architect selection of colors, textures or patterns.
 - 2. Associated items which require correlation for efficient function or for installation.
- E. Original submission of shop drawings as required by the contract shall be in the form of one set of reproducible transparencies, such as ozalid, sepias and one set of prints. Standard mass produced items may be catalog cuts of which Contractor has had a reproducible transparency prepared, except in the instance of items especially adapted for this project.
- F. Submit number of samples specified in individual specification sections.
- G. Submit under Architect accepted form transmittal letter. Identify project by title and number, identify contract by number. Identify work and product by specifications section and article number.
- H. Contractor shall submit 2 copies of submittals to Owner at the same time the original submission is made to Architect.
- I. During the checking of shop drawings, phone conversations with Contractors, etc., if any revisions are being made to the contract documents, make a written record for all revisions to the drawings/specifications (for Record Drawings/Record Addendum), note the revisions in red, on the stick set of drawings/specifications and file the written record in the "Record Drawing and Record Addendum" section of the job notebook.

10. RESUBMITTALS

- A. Make resubmittals in accordance with requirements for initial submittals, clearly identify changes made since previous submittal.

11. DISTRIBUTION

- A. Duplicate and distribute reproductions of shop drawings, copies of product data and samples, which bear Architect stamp of approval, to job site file, Record Documents file, subcontractors, suppliers, other affected Contractors, and other entities requiring information.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

WEST CARROLLTON SCHOOLS
2018 TOILET PARTITION REPLACEMENT
83425.00

MAY 2018

END OF SECTION

SECTION 015100 - TEMPORARY FACILITIES & CONTROLS

1. RELATED DOCUMENTS

All provisions of the Contract Documents apply to this section. The Contractors shall be responsible for complete familiarity with same.

2. BARRICADES

- A. The Contractor shall furnish and erect barricades constructed and located in strict accordance with the Codes, Rules and Regulations having jurisdiction over this work, and as approved by the Owner.
- B. The Contractor shall obtain and pay for all necessary permits with respect to the barricades from the proper authorities and keep such permits in full force for the duration of the project.
- C. Barricades shall be maintained in a slightly condition and shall remain in place after contract completion at the Owner's request.

3. CONSTRUCTION OFFICE AND SHEDS

- A. Each Contractor, at their option, shall provide and maintain adequate field office facilities with table, racks and filing cabinets to suitably accommodate the Drawings, Specifications and Shop Drawings, and each Contractor shall install and maintain a telephone with outside signal and answering machine.
- B. Each Contractor shall provide his own enclosures, tool sheds, etc., as required for storage of his materials. Extent and location shall be subject to approval by the Owner. Maintain storage off site where possible to ease congestion.

4. TEMPORARY TOILETS

- A. The Contractor shall provide and maintain approved chemical toilets in such numbers and in locations as required.

5. TEMPORARY WATER SUPPLY

- A. The Contractor shall arrange and pay for connection to the existing water service. (Cost for all the water used by all Contractors during the entire construction period shall be paid by the Owner).
- B. The Contractor shall install and pay for temporary risers, hose bibbs, and suitable supports as required.
- C. The Contractor shall provide and be responsible for dispensing drinking water for all workmen on the site. An adequate supply of drinking water shall be available on the site a convenient distance from any workman in the building.

6. TEMPORARY LIGHT AND POWER

- A. The Contractor shall provide temporary light and power for construction purposes for use by all Contractors, including the cost of running in temporary service. Lighting shall conform to OSHA guidelines currently in effect.
- B. Individual Contractors shall be responsible for any special voltage or power requirements which they may require and shall provide necessary auto transformers and electrical extension to panelboard locations.
- C. The Contractor shall furnish all lamps at the start of light and power usage. Any additional lamps required during the entire construction period shall be furnished by the Contractor.
- D. The Owner shall pay for all power consumed.

7. TEMPORARY UTILITIES

- A. Any Contractor requiring one of the temporary services before it can be provided as specified, or whose requirements with respect to a particular service differ from the service specified shall provide such services as suits his needs, at his own expense and in a manner satisfactory to the Owner.
- B. Temporary utilities shall be installed in such a manner as not to interfere with work of other trades or the permanent construction. If such interference does occur, it shall be the responsibility of the Contractor causing interference to make and changes required to overcome the interference. The cost of these changes shall be borne by the Contractor.
- C. All hoses and extensions shall be furnished by the individual Contractors. Utility bills shall be paid by the Owner.

8. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain all equipment such as ladders, ramps, scaffolding requirements, derricks, chutes, etc. required for proper execution of the work. The Contractor shall permit other Contractors or Subcontractors to use equipment provided by him. All equipment shall be maintained in proper condition, properly grounded and operated.

9. WATCHMAN

- A. The Contractors may, at their option, employ a watchman to guard the premises when the workmen are not on the job. Each Contractor will be responsible for all damages or loss of material on his work under construction including theft or vandalism during the entire construction period, whether or not a watchman is employed.

10. WEATHER PROTECTION

- A. It is the intent of these Specifications to have each Contractor protect his work and existing or adjacent property against weather, rain, water, wind, storms, frost or heat to maintain his work, material, apparatus, fixtures, free from injury or damage in accordance with the General Conditions. Work likely to be damaged shall be covered at the end of each day's work. Any work damaged by failure to provide protection above required, shall be removed and replaced with new work at the Contractor's expense.

11. TRASH

- A. The Contractor shall be responsible for providing trash containers throughout the project for use by all Contractors, and shall also provide a single large dumpster within the staging area; the General Contractor shall be responsible for all waste handling procedures and final disposal.

12. OTHER CONTRACTS

- A. The Owner may conduct his own maintenance, renovation or construction projects using his own labor in this and/or other areas of the site. Access to these areas through the construction site shall be provided by the Contractor.

END OF SECTION

SECTION 016100 - TRANSPORTATION AND HANDLING

PART 1 - GENERAL

1. RELATED DOCUMENTS

All provisions of the Contract Documents apply to this Section. The Contractor(s) shall be responsible for complete familiarity of same.

2. REQUIREMENTS INCLUDE

- A. Packaging, transportation.
- B. Delivery and receiving.
- C. Product handling.

3. RELATED REQUIREMENTS

A. Specified elsewhere:

- 1. Section 013100 - Progress Schedules
- 2. Section 013400 - Shop Drawings, Product Data and Samples
- 3. Section 016200 - Storage and Protection
- 4. Individual Sections - Specific requirements for packaging, shipping and handling.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

1. PACKAGING, TRANSPORTATION

- A. Require supplier to package products in boxes or crates for protection during shipment, handling and storage. Protect sensitive products against exposure to elements and moisture.
- B. Protect sensitive equipment and finishes against impact, abrasion and other damage.

2. DELIVERY AND RECEIVING

- A. Arrange deliveries of products in accord with construction progress schedules. Allow time for inspection prior to installation.

- B. Coordinate deliveries to avoid conflict with work and conditions at site, work of other Contractors, limitations on storage space, availability of personnel handling equipment and Owner's use of premises.
- C. Deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. Clearly mark partial deliveries of component parts of equipment to identify equipment and content to permit easy accumulation of parts to facilitate assembly.
- E. Immediately on deliver, inspect shipment to assure:
 - 1. Product complies with requirements of contract documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

3. PRODUCT HANDLING

- A. Provide equipment and personnel to handle products, by methods to prevent soiling and damage.
- B. Provide additional protection during handling to prevent marring and otherwise damaging products, packaging and surrounding surfaces.
- C. Handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

END OF SECTION

SECTION 016200 - STORAGE AND PROTECTION

PART 1 - GENERAL

1. RELATED DOCUMENTS

All provisions of the Contract Documents apply to this Section. The Contractor(s) shall be responsible for complete familiarity of same.

2. REQUIREMENTS INCLUDE

- A. Storage, general.
- B. Enclosed storage.
- C. Exterior storage.
- D. Maintenance of storage.

3. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Section 016100 - Transportation & Handling
 - 2. Section 017000 - Project Close-Out

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

1. STORAGE, GENERAL

- A. Store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact. Protect until installed.
- B. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.

2. ENCLOSED STORAGE

- A. Store products, subject to damage by the elements, in substantial weathertight enclosures.
- B. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- C. Provide humidity control and ventilation for sensitive products required by manufacturer's instructions.

- D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

3. EXTERIOR STORAGE

- A. Provide substantial platforms, blocking or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Provide surface drainage to prevent erosion and ponding of water.
- D. Prevent mixing of refuse or chemically injurious materials or liquids.

4. MAINTENANCE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of contract documents.

END OF SECTION

SECTION 017000 - PROJECT CLOSE OUT

1. RELATED DOCUMENTS

- A. All provisions of the Contract Documents apply to this section. The Contractor(s) shall be responsible for complete familiarity with same.

2. SCOPE

- A. Each Contractor shall furnish guarantees, warranties, bonds and release of liens to the Architect, as required under various sections of the Specifications.
- B. Each Contractor shall submit one (1) set of blue line drawings indicating on this set of Drawings, "Record Drawing" conditions in red. Further, indicated by letter, all "Record Drawing" conditions different from the Specifications specified. These Drawings and letters shall be submitted to the Architect.

3. FINAL INSPECTION AND ACCEPTANCE

- A. When the Contractor is satisfied that all work required by plans and specifications for his division of the contract has been completed, he shall prepare his own punch list and complete it. After he has completed his own punch list, he shall notify the Architect in writing.
- B. Upon acceptance of this notification, the Architect and Contractor's Representative will conduct a punch list inspection to determine what items remain in an unacceptable condition. A report of this inspection will be delivered to the Contractor as soon as possible following acceptance of the Contractor's letter of completion.
- C. Upon receipt of the list of deficiencies, which shall include a schedule for completion of the items, the Contractor shall take immediate corrective action of all items.
- D. The Contractor shall notify the Architect and the Owner, in writing, a minimum of five (5) days prior to the date of Final Inspection.
- E. If such inspection proves to be completely satisfactory to the Owner, the construction period shall terminate on date of such Final Inspection, and a certificate of substantial completion shall be completed by the Architect and submitted to the Owner and Contractor for execution.

4. CLEANING UP

- A. Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operations to the end that at all times the site shall present a neat, orderly and workmanlike appearance. Crates and cartons in which materials, equipment, or fixtures are received shall be removed daily.
- B. If, in the opinion of the Architect, neatness is not maintained, the Architect may have the area cleaned, and charge the costs to the responsible Contractor. The Architect

may pro-rate the cost of clean-up to all Division Contractors if responsibility is not clear, and the Owner may withhold such charges from amounts owing to Subcontractors and pay the same directly to the persons doing such work.

- C. At the completion of the building, the General Contractor, in addition to removal of accumulated rubbish, shall remove stain spots and marks from all exposed surfaces of existing and new construction.
- D. All contractors, at the completion of their branch of work, shall remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from the operations and put the site in a neat and orderly condition.

5. RELEASE OF LIENS

- A. The lien laws of the State of Ohio shall govern all work and materials.
- B. The Contractor shall furnish the Owner with each estimate for payment and before final payment is made, a full Release of Lien signed by all Subcontractors and Materialmen associated in any way with the work.
- C. If any Subcontractor refuses to furnish a Release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to Indemnify the Owner against any lien.
- D. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all the monies that the latter may have been compelled to pay in discharging such lien including all costs and a reasonable attorney's fee.

6. RECORD DRAWINGS

- A. Each Contractor shall keep an accurate record of all deviations from Contract Documents and shall neatly and correctly enter in colored pencil any deviations on drawings affected and shall keep drawings available for inspection. A separate set of drawings will be maintained for each separate Contract.
- B. At completion of job and before final approval, Contractor shall make final corrections to drawings and certify to the accuracy of each print by signature thereon and deliver same to the Architect.

END OF SECTION

SECTION 017300 - OPERATION & MAINTENANCE DATA

PART 1 - GENERAL

1. RELATED DOCUMENTS

All provisions of the Contract Documents apply to this Section. The Contractor(s) shall be responsible for complete familiarity of same.

2. REQUIREMENTS INCLUDE

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.

3. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Section 013400 - Shop Drawings, Product Data and Samples
 - 2. Section 017000 - Project Close-Out
 - 3. Individual Specification Sections: Specific requirements for operating and maintenance data.

4. QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

5. FORMAT

- A. Prepare in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2" x 11" three-ring binders with hardback, cleanable, plastic covers, 1" minimum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with type or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of project and separate building; identify subject matter of contents.
- D. Arrange content by systems, under section numbers and sequence of Table of Contents of this project manual.
- E. Provide tabbed fly leaf for each separate product and system, with type description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 20 lb. paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size.

6. CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of project, names, addresses, and telephone numbers of Architect, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and components parts, and data applicable to installation; delete inapplicable information.
- D. 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.)
- E. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Bind in copy of each.

7. MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials and Finishes: Include product data with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture-Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition and details of installation. Provide recommendations for inspections, maintenance and repair.
- D. Additional Requirements: As specified in individual specification sections.

8. MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System: Include description of unit or system and component parts. Give function, normal operating characteristics and limiting conditions. Include performance curves with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- C. Include as-installed color coded wiring diagrams.

- D. 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.
- E. Maintenance Requirements: Include routine procedures and guide for troubleshooting, disassembly, repair and reassembly instructions; and alignment, adjusting, balancing and checking instructions.
- F. Provide servicing and lubrication schedule and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- J. Provide as-installed control diagrams by controls manufacturer.
- K. Provide Contractor's coordination drawings with as-installed color coded piping diagrams.
- L. Provide charts of valve tag numbers with location and function of each valve, keyed to flow, and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.
- N. Additional Requirements: As specified in individual specification sections.
- O. Provide a listing of Table of Contents for Design Data with tabbed fly sheet and space for insertion of data.

9. INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment and maintenance of products, equipment, and systems at agreed upon times.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

10. SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of work. Architect will review draft and return one copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by owner, submit documents within 10 days after acceptance.
- C. Submit one copy of completed volumes in final form 15 days prior to final inspection with Architect comments. Revise contents of documents prior to final submittal.
- D. Submit three copies of revised volumes of data in final form within 10 days after final inspection.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF SECTION

SECTION 020500 - DEMOLITION AND REMOVAL

PART 1 - GENERAL

1. RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work specified in this section.

2. DESCRIPTION OF WORK

A. Furnish all labor, materials, services and equipment required to complete site clearance, demolition and preparation as specified herein and as indicated on the Drawings. Work shall include, but not be limited to, the following:

1. Protection of existing utilities, structures and adjacent areas.
2. Demolition and removal of non-salvageable items from the site.
3. Removal of rubbish from the site.
4. Disconnection, removal, and surrender to Owner of items to remain property of the Owner.
5. Project layout.
6. Additional demolition as required to facilitate new construction, whether specifically shown on the drawings or not.

3. JOB CONDITIONS

A. Traffic:

1. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, or corridors.
2. Do not close or obstruct roads, streets, walks, corridors or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

B. Protection:

1. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.
2. Provide safeguards, including warning signs, barricades, temporary fences, temporary partitions, lights, warning lights, and other similar items that are

required for protection of all personnel during demolition and removal operations.

3. Fences, barricades, and exposed lights and other similar items around hazardous areas shall be maintained until such hazards have been completely eliminated and excavations have been completely filled.
 4. Properly protect all components and surfaces of the existing structures. All existing items and surfaces damaged during the work shall be repaired/replaced as required to equal or better condition than previously existed, at the contractor's expense.
 5. Concurrently with the work of the Contract the Owner will maintain normal operation of all existing facilities.
 - a. All existing building exits shall be kept unobstructed at all times to afford emergency egress from building. At no time shall any required entrance or exit from the building be blocked or rendered inoperative without provisions being made before hand to provide suitable temporary alternate exits.
 - b. This contractor shall schedule his work to cause no interference with operations of existing building. All construction activity including storage of materials, employee parking, access to construction site, etc., shall be limited to the area of construction.
 - c. This contractor shall verify with the Owner the location of, and areas available for the storage of material and tools, and the placement of the construction office and temporary toilets. The General Contractor shall clean up and restore such areas to their original conditions upon completion of the work.
- C. Damages:
1. Promptly repair damages caused to adjacent facilities by demolition operations at no additional cost to Owner.
- D. Utility Services:
1. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

PART 2 - PRODUCTS

N/A

PART 3 - EXECUTION

1. DEMOLITION

- A. All bidders shall, before presenting their proposals, visit the site and thoroughly familiarize themselves with the scope of the work in connection therewith and the conditions under which it is required to be executed. The bidder shall thoroughly familiarize himself with existing structures and the imposed loadings and the concentration of loads on the existing structures.
- B. Prior to removal of materials from existing structures, the Owner will inspect and mark any items to be salvaged. Items shall be carefully removed, cleaned and stored as directed. Furniture and fixtures not attached or built-in will be removed by Owner.
- C. Any items not marked for salvage or re-use in new construction shall be hauled from the site and disposed of.
- D. Contractor shall exercise caution in the demolition and shall not remove any more width and height than is necessary. Erect barricades, shoring, bracing, needling, etc., as required to prevent injury and structural failures.
- E. Contractor shall immediately notify the Owner in writing of any unsafe or questionable conditions that he discovers.
- F. Pollution Controls: Use sweeping compounds, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practicable level. Comply with governing regulations pertaining to environmental protection.
- G. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the work.

2. REPLACEMENT OF DAMAGED AREAS

- A. Contractor shall repair or replace, at no additional cost to the Owner, any damage resulting from, or incidental to demolition or site clearance.
- B. Replacement or repair of items damaged by demolition work or work incidental thereto, shall be performed by this Contractor as soon as is practical and as directed by the Architect.

3. DISPOSAL OF DEMOLISHED MATERIALS

- A. General:

1. Remove from site debris, rubbish, and other materials resulting from demolition operations.
 2. Burning of removed materials from demolished structures will not be permitted on site.
- B. Removal:
1. Transport materials removed from demolished structures and dispose of off site at a place of legal disposal.
4. SITE LAYOUT
- A. Elevations and dimensions noted on drawings have been taken from existing construction. Since all new construction relates to existing structures, all dimensions and relationships shall be verified with existing conditions and adjustments made accordingly. All changes from dimensions shown shall be recorded on "Record" Drawings.
 - B. General Contractor shall establish additional bench marks as required and approved by the Architect, to facilitate his work.

END OF SECTION

SECTION 10 21 13 - TOILET AND SHOWER COMPARTMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All provisions of the Contract Documents apply to this Section. The Contractor for this Section shall be responsible for complete familiarity with same.
- B. Related Sections:
 - 1. Section 10 28 00 Toilet, Bath, and Shower Accessories.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid Polymer compartments, configured as:
 - a. Toilet compartments
 - b. Urinal screens

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For toilet compartments. Include plans, elevations, sections, details, and attachments to other work.
- C. Samples for each exposed product and for each color and texture specified.
- D. Product certificates.
- E. Maintenance data.

1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84, or another standard acceptable to authorities having jurisdiction, by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Not to exceed 75.
 - 2. Smoke-Developed Index: 450 or less.
 - 3. Material Fire Railings:
 - a. National Fire Protection Association (NFPA): Class B
 - b. International Code Council (ICC): Class B

- B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities" and ICC/ANSI A117.1 for toilet compartments designated as accessible.
- C. 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.
- D. Installer's Qualifications: A Company or Individual, regularly engaged in installation of products specified in this Section, with a minimum of 5 years experience.

1.5 WARRANTY

- A. Manufacturer shall guarantee its solid-polymer material against breakage, corrosion, and delamination under normal conditions for 15 years from the date of Substantial Completion. If materials are found to be defective during that period for reasons listed above, the materials will be replaced, including installation, free of charge.

PART 2 - PRODUCTS

2.1 SOLID-POLYMER UNITS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Comtec Industries, Moosic, PA 18507
 - 2. Accurate Partitions Corporation, Lyons, IL 60534
 - 3. General Partitions Manufacturing Corporation, Erie, PA 16505-4243
 - 4. Bradley, Menomonee Falls, WI 53052-0309
 - 5. Metpar Corp., Westbury, New York – **Basis of Design**
 - 6. Santana Products Company, Scranton, Pennsylvania
 - 7. Hadrian Inc., Mentor, Ohio
- B. Toilet-Enclosure Style: Floor anchored overhead braced.
- C. Urinal-Screen Style: Wall hung.

2.2 MATERIALS

- A. Panels, doors, pilasters, and screens shall be fabricated from:
 - 1. Solid one inch (25 mm) thick high density polyethylene (HDPE) or polypropylene (PP) with homogenous color throughout forming a single component panel which is waterproof, corrosion proof, impact resistant nonabsorbent, and has a self lubricating surface that resists marking with pens, pencils, lipstick, and other writing or marking utensils.

2.3 ACCESSORIES

- A. Hardware and Accessories: Manufacturer's standard design, heavy-duty operating hardware and accessories.
 - 1. Material: Stainless steel or Chrome-plated brass.
 - 2. Hinges: Self-closing, continuous stainless steel hinges. Hinges shall be adjustable to be hold open type.
 - 3. Latch and Keeper: Manufacturer's standard surface-mounted latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
 - 4. Coat Hook: Manufacturer's standard combination hook and rubber-tipped bumper, sized to prevent in-swinging door from hitting compartment-mounted accessories.
 - 5. Door Bumper: Manufacturer's standard rubber-tipped bumper at out-swinging doors.
 - 6. Door Pull: Manufacturer's standard unit at out-swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.

- B. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel or chrome-plated steel or brass, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts, with tamper-resistant torx head fasteners, for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel.

2.4 COMPONENTS

- A. Compartments:
 - 1. Pilaster Shoes and Sleeves: Stainless steel.
 - 2. Brackets:
 - a. Full height (Continuous) Type: Stainless steel. Provide the full height (continuous) brackets to secure the compartment panels to the compartment plasters and to the building walls.

- B. Urinal Screens:
 - 1. Brackets:
 - a. Full height (continuous) stainless steel double ear wall brackets, secure to urinal screen and to wall with tamper resistant torx head fasteners.

- C. Headrail shall be made of heavy-duty extruded aluminum (6463-T5 alloy) with anti-grip design and integrated curtain track at the shower compartments. The integrated curtain track shall allow for the removal and replacement of the shower hooks. Provide the number and type of shower hooks to accommodate the shower curtains specified in Section 10 28 00, plus 6 additional shower hooks to be turned over to the Owner. The headrail shall have a clear anodized finish and shall be fastened to the headrail bracket by a stainless steel tamper resistant torx head sex bolt, and fastened at the top of the pilaster with stainless steel tamper resistant torx head screws.

- D. Headrail brackets shall be 20 gauge stainless steel with a satin finish and secured to the wall with a stainless steel tamper resistant torx head screws.

2.5 FABRICATION

- A. Floor Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment at bottom of pilasters. Provide shoes and sleeves (caps) at pilasters to conceal anchorage.
- B. Door Size and Swings: Unless otherwise indicated, provide 24-inch- (610-mm-) wide, in-swinging doors for standard toilet compartments and 36-inch- (914-mm-) wide, out-swinging doors with a minimum 32-inch- (813-mm-) wide, clear opening for compartments designated as accessible. Contractor is required to field verify all dimensions to match existing layout / conditions.
- C. Doors, panels, and pilasters shall be 1" thick with all edges rounded to a ¼" radius.
- D. Doors and dividing panels shall be 55" high and mounted at 14" above the finished floor.
- E. Special Doors sizes may be required to match existing masonry partitions. Verify existing door sizes and locations and replace with similar size.
- F. Pilasters shall be 82" high (standard) and fastened into a 3" high pilaster shoe with stainless steel tamper resistant torx head sex bolts.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
- B. Clearances: Provide manufacturer's recommended clearance between pilasters and panels; and between panels and walls for the installation of the specified brackets.

3.2 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION 10 21 13