



Please Sign and Return
to Corporate Office

Warranty No.: 101-010598

Platinum NDL Roof Warranty

| | | |
|--|---------------------------------|-------------------------------|
| Building Name: Rochester City School District School No. 1 | | |
| Building Address: 85 Hillside Avenue, Rochester, NY 14610 | | |
| Roof Section: Flat Roof Sections | | |
| Owner Name: Rochester City School District | | |
| Owner Address: 835 Hudson Avenue, Rochester, NY 14621 | | |
| Contractor: Elmer W. Davis Inc., 1217 Clifford Avenue, Rochester, NY 14621 | | |
| Total Squares: 370 | Roof Material: 20.20.44 | Flashing Material: 20.44 |
| Term of Warranty: 30 Years | Warranty Start Date: 11.20.2013 | Warranty End Date: 11.20.2043 |

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA roof system will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

Reporting Claims

To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

Remedy

When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roof system to a watertight condition.

NOTICES

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.
4. Any rider referred to below.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA within three months after the warranty start date. Until activated, the warranty is not binding against either party.

SOPREMA, Inc.

By: _____
Name: Richard Voyer
Title: Vice President/General Manager
Date: 11.20.2013

Owner:

By: _____
Name: ~~GENERAL MANAGER~~
Title: ~~PROJECT MANAGER~~
Date: 11.29.13

Riders issued at time of this warranty: 30-Year NDL to include membrane, membrane flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, walkway products and metal edge assembly. See attached 90 MPH Wind Rider. Low flashings have been accepted and the Soprema Warranty is limited to the termination of the roofing system. xxxxxxxxxxxxxxxxxxxxxxx

Terms, Conditions and Limitations

1. The components of your roof system covered by this warranty (the "Warranty") are the roof material and flashing material specifically identified by number or other description on the face of this Warranty.
2. The authorized contractor who installed the roof system is not an agent of SOPREMA. Any future work impacting the roof system must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.
3. The design and installation of the roof system and all other components must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services conducted by SOPREMA related to design, construction, review of project conditions and on-site inspections are limited in scope and do not expand the provisions of this Warranty. Accordingly, these services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.
4. Owner is responsible for ensuring that the roof system is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy usage or any condition adversely affecting the roof system.
5. During the entire term of the Warranty, upon request, SOPREMA and any contractors it hires shall have full and free access to the roof. Access shall be provided during regular business hours, and, if requested in advance, any other times.
6. This Warranty covers a properly designed and installed roof system that develops a leak due to a manufacturing defect or contractor workmanship. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.
7. The roof system will not develop leaks from exposure to wind with a speed less than 74 m.p.h., as recorded by the National Weather Service data collection site located nearest to your building.
8. Following are some examples of conditions and types of damage that are not covered by the Warranty:
 - a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, hurricane, tornado, or microburst.
 - b. Improper use, order, sequencing, storage or handling of materials or systems.
 - c. The lack of positive roof slope or inadequate drainage.
 - d. Inaccessible leaks concealed below roof-supported equipment, overburden, and all other materials applied to the surface that are not part of the roof system.
 - e. Failure to apply the roofing system, or any material below the roofing system, to a suitable substrate, or subsequent substrate failure.
 - f. The failure of roof system substrates or attachment.
 - g. A deficient pre-existing condition or any sources of water entry other than the roof system.
 - h. Building or substrate settlement, deflection, movement, vibration, or displacement.
 - i. The accumulation of moisture from condensation in or below the roof system.
 - j. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
 - k. Plants, animals, insects, or other living organisms.
 - l. Incompatible materials or substances.
 - m. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
 - n. Falling, flying, dropped, discharged or blown materials, objects or debris.
 - o. Change in building occupancy or rooftop usage.
 - p. Unauthorized or improper repairs or modifications to the roof system.
9. The Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.
10. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void the Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
11. SOPREMA's failure to exercise or enforce any of its rights or powers under this Warranty is not a waiver and does not preclude SOPREMA from exercising any right or power in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.
12. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the Warranty, or the alleged breach of the Warranty, must be filed in the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.
13. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto: (a) have complied with all of the terms and conditions of the Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.
14. The terms of the Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roof system. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors that is not expressly stated in this Warranty.
16. The damages limited by the terms of the Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people or animals, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roofing system), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.
17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, you pay SOPREMA its then current transfer fee, and (c) you make any repairs to the roof system or other roof or building components that are identified by SOPREMA after an site visit as being necessary to preserve the integrity of the roof system.

For Questions Contact:

SOPREMA, Inc.
Warranty Department
310 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (800) 356-3521
www.soprema.us



Rider No. 101-010598-1

Wind Rider

This wind rider amends SOPREMA Platinum NDL Warranty No. 101-010598, dated 11.20.2013 (hereinafter referred to as the "Warranty"), issued to Rochester City School District ("Owner") in connection with the Rochester City School District School No. 1 located at 85 Hillside Avenue in Rochester, New York ("Building"). Terms used in this rider that are defined in the Warranty have the same meaning when used here.

The Warranty is amended to include leaks in your roofing or waterproofing system caused by wind speeds up to 90 m.p.h., as recorded by the National Weather Service data collection point located nearest to the Building (referred to as a "Covered Wind Event").

If you are experiencing a leak that you believe is caused by a Covered Wind Event, then you should follow the Warranty Claim Procedure set forth in the Warranty (see Form 900). In addition, the following items must be submitted with the notification of wind-related claim: (1) a signed and sealed report by a licensed professional engineer documenting findings that identify and support the cause(s) of the damage resulting in the leak, and (2) wind speed data from the National Weather Service location nearest to the Building for the period from the effective date of the Warranty to the date of the claim (or, if such data was submitted in connection with a prior claim, for the period from the end date of that data to the date of the claim).

If SOPREMA determines that your roofing or waterproofing system is leaking from damage caused by a Covered Wind Event, then SOPREMA will provide you with the labor and material necessary to return the damaged roofing or waterproofing system to a watertight condition, using methods and materials it deems appropriate to the situation. The decisions of SOPREMA with respect to the cause(s) of damage and scope of repairs are final and binding.

The wind speed warranty provided for in this rider excludes, and SOPREMA is not liable for, damage where the cause includes any of the following: (a) primary or secondary structural components, (b) wood nailers or blocking and edge system components, (c) deck and deck fastening; (d) walls, doors, windows, openings and other building envelope components; (e) substrates that are deteriorated, rusted, rotted, deformed, weakened, crushed, compressed, or otherwise failed; (f) rooftop structures and/or equipment connected to, or supported by, the roofing or waterproofing system; (g) windborne debris; or (h) neglect or physical abuse.

This wind speed warranty is made subject to the following conditions:

1. The roofing or waterproofing system and all associated components are installed by an authorized contractor in strict accordance with the applicable approvals.
2. Each time the building is exposed to a severe wind event, Owner must examine the roofing or waterproofing system and photo document conditions before cleanup or repair efforts begin. If any damage is discovered, Owner should hire a roofing professional to evaluate conditions, and document the extent of the damages, if any.
3. Owner must take reasonable actions to mitigate further damage.
4. Owner must make a wind-related claim within 14 days following the date of the Covered Wind Event.

The issuance of this rider does not imply that SOPREMA made a determination as to whether the materials were installed in compliance with SOPREMA's details and General Requirements, Owner's specifications, or any applicable laws, codes, regulations, or approvals.

In the event of a conflict between the provisions of the Warranty and the provisions of this rider, the provisions of this rider shall control.

Except as modified by this rider (and any other riders that are issued contemporaneously herewith), the terms of the Warranty remain in full force and effect. Among other things, this rider does not extend the term of the Warranty, even if this rider is dated after the date of the Warranty.

Dated: 11.20.2013

(07/2013)

ELMER W. DAVIS

ROOFING SINCE 1936

ROOFING GUARENTEE

PROJECT ~ RCSD SCHOOL NO 1

ELMER W DAVIS TWO YEAR GUARENTEE

Elmer W Davis, Inc. hereby agrees to keep all roofing and flashings and sheet metal work installed under the contract watertight for a term of two (2) years from date of final payment using the same materials as originally installed. It is further understood and agreed that I will have a workman on the job repairing any leaks reported in less than forty eight (48) hours after receiving notice by telephone that the roof is leaking. If I fail to make such repairs without delay, the City School District may employ another roofer to do the work and I agree to pay for such repairs. These repairs will in no other way affect the requirements and term of the warranty.



Paul Bardanis
Vice President

Dated: December 17, 2014

ELMER W. DAVIS

ROOFING SINCE 1936

JOINT SEALANT GUARENTEE

PROJECT ~ RCSD SCHOOL NO 1

ELMER W DAVIS TWO YEAR GUARENTEE

Elmer W Davis, Inc. hereby agrees to keep repair or replace joint sealants that do not comply with performance and other requirements specified within section 079200 for a term of two (2) years from date of final payment.



Paul Bardanis
Vice President

Dated: December 17, 2014

Children's School of Rochester - Demo / Abatement Milestone Schedule

CURRENT DATE: May/23/17

| Activity ID | Activity Name | Original Duration | Start | Finish | 2017 | | | | | |
|---|---|-------------------|------------|-----------|---|-----|-----|-----|-----|-----|
| | | | | | Jun | Jul | Aug | Sep | Oct | Nov |
| Children's School of Rochester - Demo / Abatement Milestor | | 86 | Jun/06/17 | Oct/05/17 | | | | | | |
| START UP | | 30 | Jun/06/17 | Jul/18/17 | | | | | | |
| A1090 | Issue Notice to Proceed | 0 | Jun/06/17 | Jun/06/17 | Issue Notice to Proceed | | | | | |
| A1010 | Shop drawings & Submittals | 19 | Jun/07/17* | Jul/03/17 | Shop drawings & Submittals | | | | | |
| A1000 | Obtain 10 Day Notifications / File with DOL | 0 | Jun/12/17* | Jun/12/17 | Obtain 10 Day Notifications / File with DOL | | | | | |
| A1330 | Post 10 Day Notice | 0 | Jun/26/17* | Jun/26/17 | Post 10 Day Notice | | | | | |
| A1020 | RCSD / Vargas - Empty Building | 6 | Jun/26/17* | Jul/03/17 | RCSD / Vargas - Empty Building | | | | | |
| A1030 | Start Abatement & Demolition | 0 | Jul/05/17 | Jul/05/17 | Start Abatement & Demolition | | | | | |
| A1340 | Temporary Utilities | 10 | Jul/05/17 | Jul/18/17 | Temporary Utilities | | | | | |
| BASEMENT / CRAWL SPACE | | 40 | Jul/05/17 | Aug/29/17 | | | | | | |
| A1320 | Demo & Abatement - Basement & Crawl Space | 40 | Jul/05/17 | Aug/29/17 | Demo & Abatement - Basement & Crawl Space | | | | | |
| AREA 1 | | 27 | Jul/05/17 | Aug/10/17 | | | | | | |
| A1100 | Selective Demo - Area 1 | 5 | Jul/05/17 | Jul/11/17 | Selective Demo - Area 1 | | | | | |
| A1140 | Abatement - Area 1 | 10 | Jul/12/17 | Jul/25/17 | Abatement - Area 1 | | | | | |
| A1050 | Backgrounds / clean air - Area 1 | 1 | Jul/26/17 | Jul/26/17 | Backgrounds / clean air - Area 1 | | | | | |
| A1060 | Tear down / Demobilize - Area 1 | 1 | Jul/27/17 | Jul/27/17 | Tear down / Demobilize - Area 1 | | | | | |
| A1250 | Additional C&D Removals - Area 1 | 5 | Jul/28/17 | Aug/03/17 | Additional C&D Removals - Area 1 | | | | | |
| A1070 | Patching Existing - Area 1 | 5 | Aug/04/17 | Aug/10/17 | Patching Existing - Area 1 | | | | | |
| AREA 2 | | 33 | Jul/12/17 | Aug/25/17 | | | | | | |
| A1110 | Selective Demo - Area 2 | 10 | Jul/12/17 | Jul/25/17 | Selective Demo - Area 2 | | | | | |
| A1150 | Abatement - Area 2 | 10 | Jul/27/17 | Aug/09/17 | Abatement - Area 2 | | | | | |
| A1180 | Backgrounds / clean air - Area 2 | 1 | Aug/10/17 | Aug/10/17 | Backgrounds / clean air - Area 2 | | | | | |
| A1290 | Tear down / Demobilize - Area 2 | 1 | Aug/11/17 | Aug/11/17 | Tear down / Demobilize - Area 2 | | | | | |
| A1260 | Additional C&D Removals - Area 2 | 5 | Aug/14/17 | Aug/18/17 | Additional C&D Removals - Area 2 | | | | | |
| A1220 | Patching Existing - Area 2 | 5 | Aug/21/17 | Aug/25/17 | Patching Existing - Area 2 | | | | | |
| AREA 3 | | 35 | Jul/26/17 | Sep/13/17 | | | | | | |
| A1120 | Selective Demo - Area 3 | 10 | Jul/26/17 | Aug/08/17 | Selective Demo - Area 3 | | | | | |
| A1160 | Abatement - Area 3 | 10 | Aug/14/17 | Aug/25/17 | Abatement - Area 3 | | | | | |
| A1190 | Backgrounds / clean air - Area 3 | 1 | Aug/28/17 | Aug/28/17 | Backgrounds / clean air - Area 3 | | | | | |
| A1300 | Tear down / Demobilize - Area 3 | 1 | Aug/29/17 | Aug/29/17 | Tear down / Demobilize - Area 3 | | | | | |
| A1270 | Additional C&D Removals - Area 3 | 5 | Aug/30/17 | Sep/06/17 | Additional C&D Removals - Area 3 | | | | | |
| A1230 | Patching Existing - Area 3 | 5 | Sep/07/17 | Sep/13/17 | Patching Existing - Area 3 | | | | | |
| AREA 4 | | 36 | Aug/09/17 | Sep/28/17 | | | | | | |
| A1130 | Selective Demo - Area 4 | 10 | Aug/09/17 | Aug/22/17 | Selective Demo - Area 4 | | | | | |
| A1170 | Abatement - Area 4 | 10 | Aug/29/17 | Sep/12/17 | Abatement - Area 4 | | | | | |
| A1200 | Backgrounds / clean air - Area 4 | 1 | Sep/13/17 | Sep/13/17 | Backgrounds / clean air - Area 4 | | | | | |
| A1310 | Tear down / Demobilize - Area 4 | 1 | Sep/14/17 | Sep/14/17 | Tear down / Demobilize - Area 4 | | | | | |
| A1280 | Additional C&D Removals - Area 4 | 5 | Sep/15/17 | Sep/21/17 | Additional C&D Removals - Area 4 | | | | | |
| A1240 | Patching Existing - Area 4 | 5 | Sep/22/17 | Sep/28/17 | Patching Existing - Area 4 | | | | | |
| CLOSEOUT | | 5 | Sep/29/17 | Oct/05/17 | | | | | | |
| A1040 | Abatement & Demolition Complete | 0 | Sep/29/17 | Sep/29/17 | Abatement & Demolition Complete | | | | | |
| A1080 | Abatement & Demolition Closeout Complete | 5 | Sep/29/17 | Oct/05/17 | Abatement & Demolition Closeout Complete | | | | | |

SECTION 00 43 83 - MILESTONE SCHEDULE AND CRITICAL SUBMITTALS
- DEMOLITION ABATEMENT

PART 1- GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Related Work Described Elsewhere:
 - 1. Agreement, General Conditions

1.02 SUMMARY

- A. The work specified in this section includes the requirement to prepare, maintain, and update all detailed schedules as described in this section using the Critical Path Method (CPM). The CPM Schedules shall be prepared in such a manner as to permit the orderly planning, organization, and execution of the Work and be sufficiently detailed to accurately depict all the Work required by the Contract, including all Milestones as described in other sections of the Specifications, or elsewhere in the Contract Documents.

1.03 DEFINITIONS

- A. Contract Float: The number of working days between Contractor's anticipated completion date for early completion of the Work and the corresponding Contract Time.
- B. Expanded Project Schedule Update: expanded detail of a Project Schedule Update in order to further explain the construction sequence or other details.
- C. Look-Ahead Schedule: A schedule that shows planned Work over the next six weeks
- D. Original Baseline Schedule: The first approved revision 0, Project Schedule.
- E. Guideline Schedule: The schedule included with the contract documents is intended as a guide for bidding purposes. Schedule durations may change from this schedule to depict the actual work flow, but the start, finish and milestone dates will remain the same.
- F. Preliminary Schedule: The Contractor's construction schedule showing the planned Work over the first 120 days following Notice to Proceed.

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- G. Project Schedule: The Project Schedule shall represent the Contractor's best judgment and intended plan for the completion of the Work in compliance with the Contract Documents. It represents the Contractor's first schedule covering the complete duration of Contract Time submitted for review and approval of the CM. Upon approval by the CM, the Project Schedule shall become the Original Baseline Schedule. Subsequent revisions of the Project Schedule shall be Revised Baseline Schedules.
 - H. Total Float: The number of working days by which a part of the Work in the Baseline Schedule may be delayed from its early finish dates without extending the Contract Time.
 - I. Project Schedule Update: The latest Baseline Schedule updated monthly to reflect actual Work performed, but not logic changes in the Baseline Schedule.
 - J. Revised Baseline Schedule: The latest approved Baseline Schedule that reflects logic changes and all approved change orders.

1.04 SUBMITTALS

- A. Project Schedule: Discuss with and obtain the Construction Managers acceptance of the proposed coding, activity-numbering system, screen layout, graphics used to generate the networks and bar charts, and exceptions to the size of the network printed sheets, all prior to submitting the Project Schedule.
 - a. Submit to the Construction Manager a detailed Project Schedule **within 10 calendar days** after receipt of the Letter of Intend to Award / Notice to proceed using the CPM format, and in both hard copy and electronic format.
 - b. The Project Schedule shall supersede the Preliminary Schedule upon the Construction Manager acceptance of the Project Schedule.
 - c. The Project Schedule shall include a written narrative that explains all Work activity durations and describes the plan and approach for meeting interim and final completion milestones. Include as a minimum all: bases and assumptions used in preparing submittals, crew sizes, equipment requirements, anticipated delivery dates, restraints, **critical path activities**, production rates, production and maintenance shifts, time contingencies to account for weather conditions, permits, long-lead time items, and coordination issues with Construction Manager, Owner, utilities, other contractors or other third-parties. The narrative shall discuss the Contractor's plan for management of the site (e.g., laydown, staging, traffic, etc.), and buildup of trade labor.
 - d. A meeting will be held with the Contractor upon receipt of the individual Project schedule to finalize, the Master Project Schedule.

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- e. Project Schedule Update and Progress Report: Submit Bi-Weekly updates commencing 2 weeks after approval of the Project
- B. Project Schedule Update Project Schedule Update and Progress Report: Submit the following on the first working day of each month, updated as of the 25th calendar day of the previous month:
- a. Project Schedule Update
 - b. Monthly-to-date Progress Report Comprising:
 - i. A narrative of all Work performed that includes the following.
 - ii. Work completed since the last update.
 - iii. Description of the current critical path, including any changes to the critical path since the last update and an identification of the reasons for the changes.
 - iv. Description of problem areas.
 - v. Current and anticipated delays. Include causes thereof and impacts to other activities, milestones, and completion dates. Identify all activities where progress has slipped more than 5 working days since the last schedule update and discuss the cause of the delay or interruption.
 - vi. Pending items, such as permits, change orders, and time adjustments, and status.
 - c. Contract completion date status. Include the number of days ahead of, or behind all milestone dates and the contract completion date, and the reason(s) for any change(s).
 - d. Submit a Project Schedule Update and month-to-date Progress Report in accordance with the foregoing requirements upon submitting any proposed Revised Baseline Schedule. Use a cut-off date for the Project Schedule Update that corresponds to the effective date for the proposed Revised Baseline Schedule.
 - e. Look-Ahead Schedule: Submit the two-week look-ahead schedule at least 24 hours prior to the progress meetings, with number of copies submitted, layout, and format acceptable to the Construction Manager.
 - f. Time Impact Analysis: Submit in accordance with, and when required by the General Conditions of the Agreement.
 - g. All submittals, within the time provided herein and in a form acceptable to the Construction Manager, of schedules, monthly progress reports, schedule updates, and revisions of the Project Schedule are conditions precedent for

the Contractor to receive the full amount of each progress payment, less retention and other adjustments. Should the Contractor fail to submit timely, acceptable reports, schedules, updates, or revisions, the Construction Manager may withhold the amount designated in the Schedule of Values from each monthly partial payment estimate. Should the Contractor continue to fail to submit the above mentioned submittals the Construction Manager may, in addition to other retentions or remedies provided by the Contract or by applicable law, withhold 25 percent of each monthly partial payment estimate until acceptable submittals have been received.

1.05 QUALIFICATIONS

- A. The Contractor shall perform the work covered in this section with personnel having at least three (3) years' experience in using computer based scheduling on construction projects of the magnitude and complexity of this project.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 SUMMARY

- A. The Schedule shall be constructed and the work performed in accordance with the milestone dates set forth and the coordinated project schedule. Any additional costs for overtime, shift work and/or additional manpower, required to maintain these milestones, will be at each Contractor's expense.

3.02 PROJECT SCHEDULE

- A. Furnish a Project Schedule and participate with the Construction Manager in its review, evaluation and coordination. Such joint review and coordination shall not relieve the Contractor of the sole responsibility for scheduling the Work. Furnish a Project Schedule demonstrating adequate planning and execution of all phases of the Work and which enables the Construction Manager to evaluate progress of the Work. Maintain such Project Schedule so that it shall, at all times, represent the Contractor's planned means, methods, and sequences for performing the Work required under this Contract within the Contract Time specified. Show the following schedule elements in detail:

1. The start and completion of all items of the Work, their major components and milestone completion dates, including Contract milestones.
2. Mobilization

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3. Submittals and approval of submittals including shop drawings, permits and steps required to obtain permits, safety plans, temporary facilities and utilities, record documents, and operators and maintenance manuals.
 - a. Critical submittals shall be tracked independently and include the following, at a minimum:
 - i. Credentials / licenses of all employees/workers
 - ii. Demolition Plan
 - iii. NYSDEC filing
 - iv. Abatement Plan
 - v. Critical Equipment & Materials
 4. All construction activities, including delivery of materials or equipment incorporated into the Work, adjacent Work and Work area changes.
 5. The number of working days required for completion of each activity and all the Work.
 6. Punch list and close out.
- B. The Contractor's key personnel involved in preparing the Project Schedule shall initiate and attend one or more meetings upon direction of the Construction Manager to present the Project Schedule. Key Personnel shall be those who actually crafted the schedule logic and the person or persons who will be responsible for all updates. Personnel shall be prepared to discuss:
1. The planned logic, content, form, and layout of the activity table (spreadsheet).
 2. The bar chart format.
 3. Activity identification and coding. Number the initial activity identifications (IDs) by IOs or 100s to allow for the insertion of any future required activities that enhance detail.
 4. Presentation and printouts of the Project Schedule.
- C. The Construction Manager will review the proposed Project Schedule and meet with the Contractor's key personnel performing the scheduling to discuss the proposed construction schedule within 5 calendar days of its submission.
- D. The Construction Manager acceptance of the Project Schedule shall not:
1. Imply that the Construction Manager has conducted an exhaustive review or evaluation of the sequencing, logic, or duration of all activities contained therein.

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2. Constitute a warranty of its feasibility, suitability, reasonableness, or completeness.
 3. Provide a basis for claims occasioned by any future revisions required in the schedule to conform to the Contract requirements.
 4. Relieve the Contractor of the sole responsibility for scheduling and performing the work.
 5. Relieve the Contractor of sole responsibility for means, methods, and techniques of construction employed.
- E. The Project Schedule initially accepted by the Construction Manager shall be designated as the **Original Baseline Master Project Schedule**. This Schedule shall not be updated, revised, or changed over the Project duration, but shall be used for comparison with the current updated schedule, until a Revised Baseline Schedule is accepted by the Construction Manager.
- F. An activity shall be defined as an element of Work that is measurable and definable and that is necessary to accomplish in order to incrementally achieve progress of the Work as a whole. At any time, the Construction Manager may require additional detail to that previously provided. Float shall not be an activity.
1. Carefully analyze activities comprising the Project Schedule to determine activity durations in units of project working days. Base durations on the labor crews, crafts, equipment, and materials required to perform each activity. Unless supplemented with a detailed linear schedule to indicate production progress, split activities with durations greater than 30 working days into activities no longer than 20 working days, except for summary activities and non-construction activities such as submittal preparation and review, material procurement, and equipment delivery, or as allowed by the Construction Manager.
 2. CLEARLY IDENTIFY THE CRITICAL PATH ON THE PROJECT SCHEDULE.
 3. Identify the following as lag activities and include full lag time associated therewith in the duration of the activity. Do not schedule negative lag time.
 - a. Start-to-start and finish-to-finish lag times greater than 1 working day.
 - b. Finish-to-start lag times greater than 1 day.
 - c. Start-to- finish lag times of any kind.

3.03 DEFINITIONS OF CONTRACT MILESTONES

- A. **SUBSTANTIAL COMPLETION:** As determined by the Construction Manager and the Architect, all work and systems are complete, operational, tested and ready for facility

operations and certificate of occupancy. All closeout documentation required by the "Closeout Procedures," including warranties, certifications, record or 'as-built' documents, and operation and maintenance manuals, etc., must be submitted and satisfactory. Substantial Completion will not be recognized by Owner until all Closeout Documents and Submittals are received in full and are satisfactory to Owner's Representatives.

- B. FINAL COMPLETION: As determined by the Construction Manager, all punch list work is complete; and closeout documentation, warranties, certifications, record documents, and operation and maintenance manuals are approved

3.04 MILESTONE SCHEDULE





- A. In order to meet the Substantial Completion dates, all overtime costs for extended work hours, Saturdays (and Sundays when required) must be included in the contractor's bid; no special consideration will be given to any contractor that fails to include said costs in his/her bid. Extended work days and/or hours will be required to make up lost time due to weather and other unforeseen occurrences.
- B. A guideline schedule is included in herein as an illustration setting forth goals for milestone activities for the Project and anticipated completion dates. The annexed guideline is for bidding purposes only and may be modified during the course of the Contract. Contractors must complete all Work in a coordinated manner to achieve timely completion. Failure to act in accordance with coordination requirements of the Contract shall subject the responsible Contractor to liquidated damages as specified in the General Conditions and sustained failure to perform as required may be grounds for termination of its Contract.

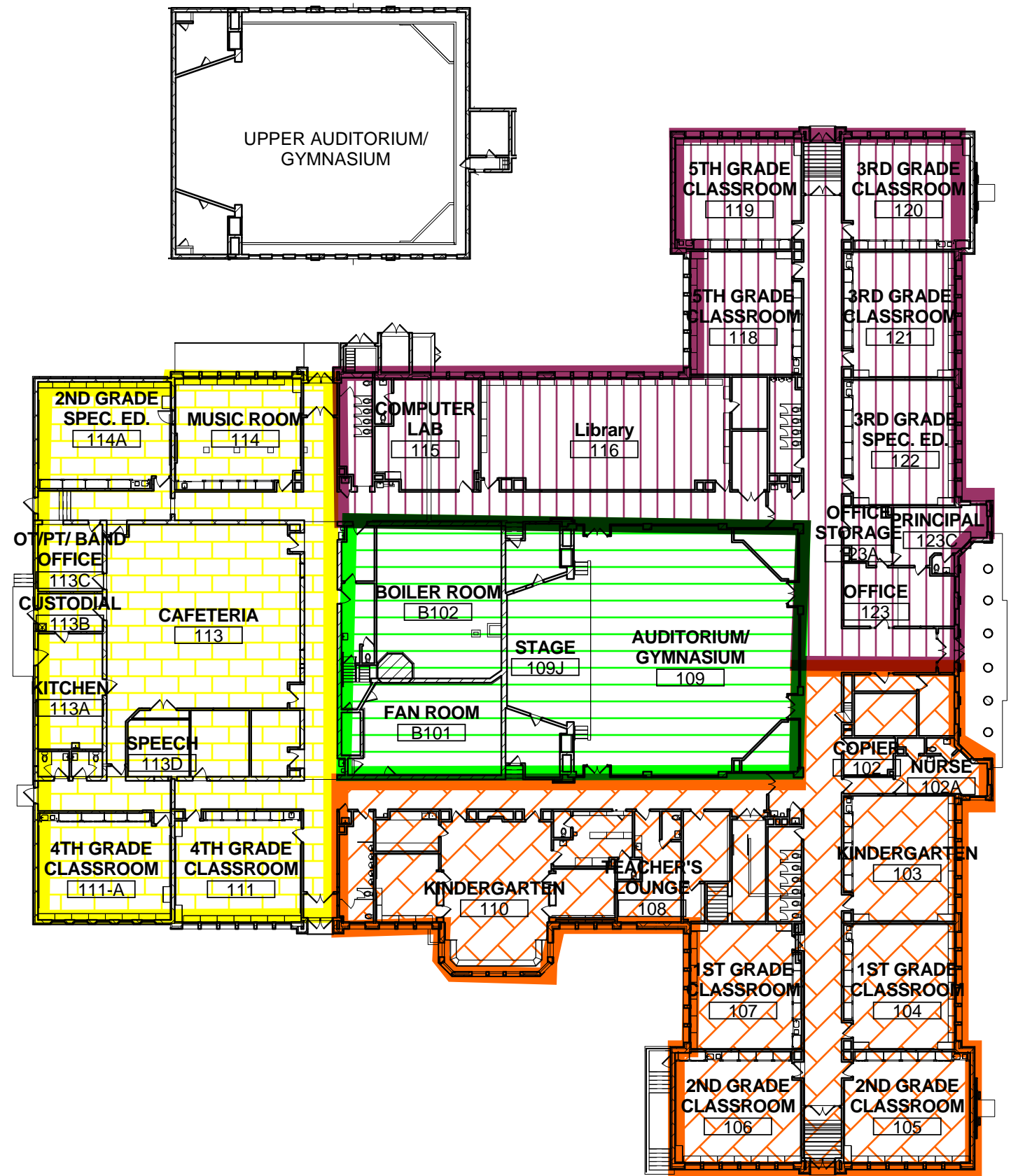
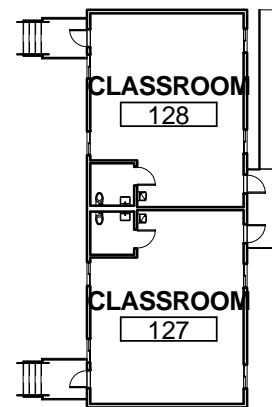
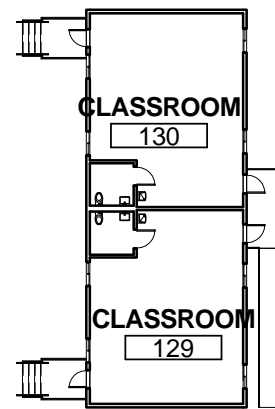
The Contractor shall bid the following Milestone Dates:

- **Per attached Demolition Abatement CPM Milestone Schedule**
- **Per attached Demolition Abatement Phasing Plan**

END OF SECTION 00 43 83

Phasing Plan

-  AREA 1
-  AREA 2
-  AREA 3
-  AREA 4



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CHILDREN'S SCHOOL OF ROCHESTER - ADDITION/RENOVATION
85 Hillside Ave, Rochester, NY 14610
FOR
Rochester Joint Schools Construction Board
SED No. 26-16-00-01-0-001-022

| | | |
|---------------|---------------|------------|
| ISSUED WITH | SHEET REVISED | |
| SKETCH NUMBER | | |
| PROJ # | DRAWN BY | DATE |
| 16307.01 | Author | 05/15/2017 |

SECTION 028400

MOLD REMEDIATION

PART 1 GENERAL

1.01 BACKGROUND

- A. This specification describes the abatement of mold contaminated building materials located in the crawlspace of RCSD Martin B. Anderson School #1, New York. Mold contamination has been visually confirmed on select wood floor joists on the ceiling of the crawlspace. The mold growth has been categorized as Condition 3 Growth as defined by the Institute of Inspection Cleaning and Restoration Certification (IICRC).
- B. The specification is based on the Visual Assessment performed by New York State Certified Mold Assessor Mr. Geoffrey Bijak on April 10, 2017.
- C. The specification will detail industry standards for removing mold contaminated building materials under controlled conditions using trained personnel.
- D. The term “Owner” as used throughout this specification shall be interpreted as meaning the Rochester City School District or their designated representative.
- E. The term “Contractor” as used throughout this specification shall be interpreted as meaning the designated remediation contractor.
- F. The term “Consultant” as used throughout this specification shall be interpreted as meaning Ravi Engineering & Land Surveying, P.C.
- G. No enforceable federal regulations have been established for mold assessments or site remediation procedures. This specification uses Article 32 New York State Labor Law and accepted literature known and used by Industrial Hygienists (IHs) and Contractors. Literature used to develop this specification is provided in Applicable Guidelines and Regulations Section.

1.02 PROJECT DESCRIPTION

- A. Areas where actual growth has been identified by the Assessor shall be remediated and returned to Condition 1. If additional growth is discovered by the Contractor, the Owner shall be immediately notified before proceeding forward.
- B. The cause of mold growth as understood by the Assessor is due to elevated moisture based on proximity of the former steam boiler room and HVAC equipment present in the crawlspace. Due to the presence of excess moisture, proper temperature, and nutrient sources, mold growth was able to thrive on select wood floor joists.

- C. The work shall include, but is not limited to:
 - 1. Decontamination of approximately 3,200 square feet of select mold contaminated floor joists located on the ceiling of the crawlspace.
- D. The Mold Remediation Specification shall be understood and agreed upon by Owner and Contractor.

1.03 APPLICABLE GUIDELINES AND REGULATIONS

A. Guidelines.

- 1. American Conference of Governmental Industrial Hygienists (ACGIH), Bioaerosols; Assessment and Control 1999.
- 2. EPA, Mold Remediation Guidelines in Schools and Commercial Buildings, US Environmental Protection Agency, Office of Air and Radiation, Indoor Environments Division, 2001.
- 3. Institute of Inspection, Cleaning and Restoration Certification, IICRC S520, Standard and Reference Guide for Professional Mold Remediation, December 2008.
- 4. National Air Duct Cleaners Association (NADCA), Assessment, Cleaning and Restoration of HVAC Systems (ACR 2006), March 2006.
- 5. New York City Department of Health, Guidelines on assessment of fungi in indoor environments, Bureau of Environmental and Occupational Disease Epidemiology, New York, NY 2008.

B. Federal Regulations.

- 1. 29 CFR 1910.134, Respiratory Protection Standard (OSHA).
- 2. 29 CFR 1926, Construction Industry (OSHA).
- 3. 29 CFR 1926.417 and 1926.702, Lock out Tag-out (OSHA).
- 4. 29 CFR 1926.451 to 1926.1060, Fall Protection (OSHA).
- 5. 29 CFR 1910.1200, Hazardous Communication Standard (OSHA).

C. State Regulations.

- 1. Article 32 of the New York State Labor Law.

1.04 DEFINITIONS

- A. Actual Growth: molds that have colonized a substrate, formed fungal mycelia, growth structures and spores; are active or dormant; or hidden.
- B. Air Filtration Device (AFD): depending on the mode of use, an AFD that filters (usually a HEPA) and re-circulates air is referred to as an air scrubber. One that filters air and creates negative pressure is referred to as a negative air machine.

- C. Airlock: a system for permitting ingress or egress without permitting air movement from a contaminated area to an uncontaminated area.
- D. Assessment: a process performed by a Mold Assessor that includes the evaluation of data obtained from a building history and inspection to formulate an initial hypothesis about the origin, identity, location and extent of amplification of mold contamination. If necessary, a sampling plan is developed, and samples are collected and sent to a qualified laboratory for analysis. The subsequent data is interpreted by the indoor environmental professional who may then develop a remediation plan.
- E. Authorized Visitor: The Owner's representative, the Consultant, or a representative of a regulatory or other agency having jurisdiction over the project who has entered their name into the Contractor's Daily Log.
- F. Condition 1 (normal fungal ecology): and indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity location and quantity are reflective of a normal fungal ecology for a similar indoor environment.
- G. Condition 2 (settled spores): and indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area and which may have traces of actual growth.
- H. Condition 3 (actual growth): and indoor environment contaminated with the presence of actual growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.
- I. Containment: a precaution used to minimize cross-contamination from affected to unaffected areas by traffic, material handling or airborne distribution. Containment normally constitutes of 6-mil polyethylene sheeting, often in combination with negative air pressure, to prevent cross-contamination.
- J. Contaminated: the presence of indoor mold growth and/or mold spores, whose identity, location and quantity are not reflective of a normal fungal ecology for similar indoor environments, and which may produce adverse health effects, cause damage to materials and/or adversely affect the operation or function of building systems.
- K. Critical Barrier: one or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent mold spores from migrating to an adjacent area.
- L. Cross-Contamination: the spread of contaminants from an affected area to an unaffected area.
- M. Curtained Doorway: a constructed device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
- N. Engineering Controls: the utilization of methods, equipment or containment in such a manner that they limit the exposure of remediation workers and occupants to

contaminants and prevent the introduction of contaminants to surrounding uncontaminated areas and contents.

- O. Fungi: one of the five kingdoms into which living things are categorized. Fungi have distinct nuclei and include a variety of types, such as molds, mildews, yeast and mushrooms. Fungi range in size generally from 2 to 20 microns and are ubiquitous in soils, water and air.
- P. High Efficiency Particulate Air (HEPA) Filter; means a type of filtering system capable of filtering out particles of 0.3 microns or greater diameter from a body of air at 99.97% efficiency or greater.
- Q. Industrial Hygienist: An individual who has completed postgraduate study in engineering, physics, chemistry, environmental sciences, safety, or biology and uses this knowledge and experience to analyze chemical physical, biological and ergonomic hazards.
- R. HVAC: an acronym for “heating, ventilation and air-conditioning”.
- S. Negative Air Machine: see Air Filtration Device.
- T. Personal Protective Equipment (PPE): safety items designed to prevent exposure to potential hazards, Examples include: respirators, gloves, goggles, protective clothing and boots.
- U. Post-remediation verification: an inspection and assessment performed by an Mold Assessor after a remediation project, which may include visual, olfactory and/or sampling methodologies to verify that the building, system or contents have been returned to a Condition 1 status.

1.05 SUBMITTALS

- A. Pre Remediation Submittals: No work shall begin until these submittals are returned with the Owner Representative’s No Exceptions Taken (NET) action stamp. The Contractor shall submit an electronic copy of the documents listed below:
 - 1. Permits, Licenses, Notifications, and Certifications:
 - a. NYSDOL Mold Abatement Worker or Supervisor Certificate for each employee who works on the project.
 - b. Proof of current (within the last 12 months) physical examination for all persons employed on the project who will wear a respirator. Proof must include a physician’s written opinion stating the employee is fit to wear a respirator.
 - c. Proof of current (within the last 12 months) Respirator fit test for all persons employed on the project who will wear a respirator.
 - d. A statement signed by an authorized representative stating that a Respiratory Protection Program that meets the requirements of OSHA 29 Part 1910, Section 134 will be in effect and followed during the project.

- e. Provide a copy of the firms written employee hazard communication program. The communication program shall provide a review of potential exposure to airborne mold spores during the project as well as provide a review of potential exposure to cleaning agents during the project.
 - f. A list of projects showing experience with remediation of mold contaminated material.
 2. Equipment: The Contractor shall submit the Manufacturer's information on all of the following equipment:
 - a. HEPA Vacuums
 - b. Respirators (including filter cartridges)
 - c. Protective Clothing
 - d. Polyethylene Sheeting
 - e. Duct Tape
 - f. Disposal Bags
 3. Safety Data Sheets (SDS): The Contractor shall submit copies of SDS (note: MSDS sheets will not be accepted) for each chemical or material used for projects including but not limited to:
 - a. Encapsulants
 - b. Remover/Solvents
 - c. Cleaner/Disinfectants
 - d. Anti-microbial/Biocide agent
 - e. Spray Adhesive
 4. List of Procedures proposed for use in performance of the work:
 - a. Locations and types of all decontamination enclosures.
 - b. Entrances and exits to the work area and/or containments
 - c. Type of remediation activity, technique for each work area and/or containment
 - d. Procedures to be utilized for any cleaning and disinfecting solutions, if required.
 - e. Number and location of HEPA filters and exhaust locations to the outside with calculations for determining the number of HEPA filters, based on 4 air changes per hour.
 - f. Location of water and electric connections for work area and/or containment
 - g. Waste removal procedures and transport routes from the work area to the waste storage container(s).
- B. Post Remediation Submittals: The Contractor shall submit electronic copies to The Pike Company and Ravi Engineering & Land Surveying, P.C. for review and approval.
1. All daily project logs.
 2. Waste manifest(s), shipment records and landfill receipts signed by the landfill operator within no less than 30 days after the waste leaves site.

- C. It shall be the responsibility of all Contractors and Subcontractors to carefully examine all specifications pertaining to all phases of the construction in order that the Contractor and Subcontractor may foresee all requirements for coordination of their work.
- D. Should any error or inconsistency appear in this Specification, the Contractor, before proceeding with the work, must make mention to the Owner or Consultant for proper adjustment and in no case proceed with work in uncertainty.

1.06 NOTICES

- A. The Contractor shall provide, when required by the building Owner, notification to the occupants in the affected area(s) of the mold presence, description of the remedial measures to be taken and a timetable for completion.

1.07 RECORDKEEPING

- A. The Contractor shall maintain a daily project log. The project log shall include the following information:
 - 1. Dates and time of the project.
 - 2. Name of project supervisor.
 - 3. Number of workers on site.
 - 4. Verify the integrity of each tent enclosure before and after work.
 - 5. Description of daily work activities.
 - 6. Sign in and sign out sheet for each regulated area.
 - 7. Final visual inspection to ensure completeness of remediation.

PART 2 – PRODUCTS

2.01 REPLACEMENT MATERIALS

- A. Any removed materials shall be replaced with like material (i.e. wood floor joists)
- B. When materials are installed under this contract, they shall be new and asbestos free. Safety Data Sheets (SDS) on all installed building materials shall be provided to the Owner before install.

2.02 ANTIMICROBIALS

- A. All agents used shall be EPA-registered for the intended use. The anti-microbial/Biocide agent shall be submitted to the Consultant for review prior to its use or application. Use of an antimicrobial/biocide agent shall not occur without approval of the Owner and/or Consultant.

2.03 CONTAINMENT

- A. The method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and Owner and selected to minimize damage to finished building

surfaces. Method of attachment may include any combination of moisture resistant duct tape furring strips, spray glue, staples, nails, screws, lumber and plywood for enclosures or other effective procedures capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions.

- B. Polyethylene Sheeting shall be a minimum 6 millimeter in thickness. This sheeting shall be fire retardant to comply with NFPA 701 as listed by UL.
- C. Tape shall be capable of sealing joints of adjacent sheets of plastic sheets and for attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of water.
- D. An adhesive shall be used that is permanently flexible with resistance to aging. Adhesives shall not contain methylene chloride, 111 trichloroethane, or chlorinated compounds.

2.04 NEGATIVE AIR PRESSURE FILTRATION SYSTEM

- A. Provide a portable filtration system that develops a minimum pressure differential of -0.02 column inches of water pressure differential within tent enclosure areas relative to adjacent unsealed areas and that provides a minimum of 4 air changes per hour in the Work Area during removal and cleaning procedures. Filtration systems must be operated 24 hours per day during the entire Project. The systems will run for 12 hours post successful visual inspection by the Mold Remediation Supervisor prior to the post remediation visual inspection performed by the consultant.
- B. The system shall include a series of pre filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre filters every 2 hours, secondary pre filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- C. At no time will the unit exhaust within 50 feet of a receptor, including but not limited to windows, doors, or HVAC equipment adversely affecting the air intake of the building. The filtration system shall vent outdoors where possible. If this cannot be performed, the device shall be vented into an unoccupied space such as a mechanical room or closet. The following conditions shall be followed when venting indoors:
 - 1. The exhaust termination point shall be cordoned off and warning signage shall be posted.
 - 2. All openings within 25' of the negative air exhaust termination point shall be plasticized with one layer of six millimeter fire-retardant polyethylene sheeting.
- D. Upon electric power failure or shut down of any filtration unit, all remediation activities shall stop immediately and only resume after power is restored and all filtration units are fully operating. For shut downs longer than one hour, all

openings into the Work Area, including the decontamination enclosures, shall be sealed.

- E. The Contractor shall provide either a manometer or a photohelic style negative air pressure gauge with chart recorder to measure and record negative pressure differential in the tent enclosure.

2.05 SCAFFOLDING AND LADDERS- Not used during this project.

2.06 HEPA VACUUM EQUIPMENT

- A. All dry vacuuming performed under this specification shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.
- C. Approved Manufacturers:
 - 1. Hako Minuteman
 - 2. Micro-Trap Inc.
 - 3. Control Resource Systems, Inc.
 - 4. Contractor may submit equal. Owner's Representative shall have final approval of equals.

2.07 RESPIRATORS

- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services specific to microbial remediation - minimum requirement N95 Particulate Filtering Face-Piece Respirators.
- B. Respirators shall be individually fit-tested to personnel under the direction of a competent person on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual.
- C. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- D. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements.

2.08 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists

and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.

- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing remediation activities.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

PART 3 - EXECUTION

3.01 PERSONAL/WASTE DECONTAMINATION ENCLOSURE

- A. The Contractor shall establish one remote personal/waste decontamination unit in the basement or within 50 of the building.
 - 1. The decontamination unit shall be constructed using two-layers of 6 mil fire retardant polyethylene sheeting and consist of three chambers: clean room, wash room, and equipment room. Each of the chambers shall be separated by an airlock. Adequate framing shall be provided for the structure to prevent collapse.
 - 2. A curtained doorway consisting of three overlapping sheets of 6 mil fire retardant polyethylene sheeting shall be placed at the entrance and exit of the decontamination unit.
 - 3. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided in the clean room.
 - 4. The wash room shall be constructed to prevent leaks and contain an adequate supply of hot water, soap and towels.
 - 5. The equipment room shall be used for the storage of contaminated tools and waste bags. Waste bags shall be decontaminated in the shower before transportation to the waste holding area. Protective clothing shall be doffed and disposed of in 6 mil plastic bags.
 - 6. The Contractor shall ensure that employees utilize the decontamination enclosure each time they enter or exit the remediation area.

3.02 RESPIRATOR USE

- A. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused.
- B. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.

- C. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and not be permitted to return.
- D. The Contractor shall have at least two respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

3.03 TEMPORARY UTILITIES

- A. Shut down and lock out all electrical power to the Work Area.
- B. The Contractor shall provide sufficient temporary electric power to complete the abatement project in a timely manner. The Contractor shall provide Ground Fault Circuit Interrupters (GFCI) located at the source for all electric requirements within the asbestos Work Area.
 - 1. Where available, the Contractor can obtain temporary electric power from Owner's existing system.
 - 2. The Contractor shall provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all HEPA equipment
 - 3. All power to the Work Area shall be brought in from outside the area through GFCI's at the source.
- C. The Contractor shall provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. The Contractor shall provide hot water heaters with sufficient capacity to meet Project demands.

3.04 PREPARATION ACTIVITIES

- A. The immediate vicinity where remediation activities will occur shall be vacated by all building occupants and other trades.
- B. Provide warning signs and barrier tape at all approaches to Remediation Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
- C. The heating, ventilating, and air conditioning (HVAC) system in or adjacent to the work area shall be shut down, covered, and sealed with one layer of 6-mil polyethylene sheeting and duct tape.
- D. Provide tent enclosures for each Work Area necessary to isolate it from unsealed areas of the building. This shall be performed using 2 layers of at least 6 mil fire

retardant polyethylene sheeting. An airlock shall be required for each tent enclosure. The airlock shall be a minimum of 3 feet wide by 6 feet height.

- E. Seal off all openings including but not limited to windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the Work Area enclosure, using 2 layers of at least 6 mil polyethylene sheeting to form a critical barrier.
- F. A drop cloth shall be placed inside the tent enclosure below all areas where remediation activities are specified.
- G. Establish negative air necessary for 4 air changes per hour.

3.05 REMEDIATION WORK PRACTICES

- A. Where mold contaminated wood floor joists have been identified on the attached drawing, they shall be decontaminated in the following sequence:
 - 1. Wood floor joists shall be lightly sanded.
 - 2. Debris generated from sanding shall be collected using a HEPA vacuum.
 - 3. Remove drop cloth and dispose of as waste.

3.06 WORK AREA DECONTAMINATION PROCEDURES

- A. The wood floor joists shall be wiped down with a diluted detergent.
- B. The tent enclosures and areas used by the contractor for egress shall be cleaned with a damp cloth and/or mop and a detergent solution.
- C. Employees exiting tent enclosures shall remove gross dust and debris from their personal protective equipment using HEPA vacuums in the airlock.
- D. All reusable equipment shall be thoroughly cleaned and placed in plastic bags in the airlock prior to removal to the equipment room of the personal decontamination unit.

3.07 WASTE DISPOSAL

- A. All contaminated waste and debris shall be placed in plastic bags or wrapped and sealed in plastic sheeting prior to removal from the site.
- B. All waste should be disposed at an approved waste facility following New York State Code of Rules and Regulations (NYCRR) Part 360, 364.

3.08 WORK AREA CLEARANCE PROCEDURES

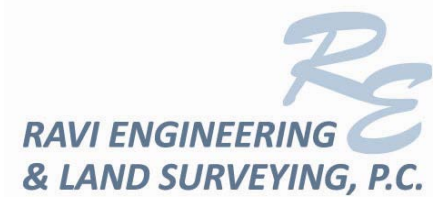
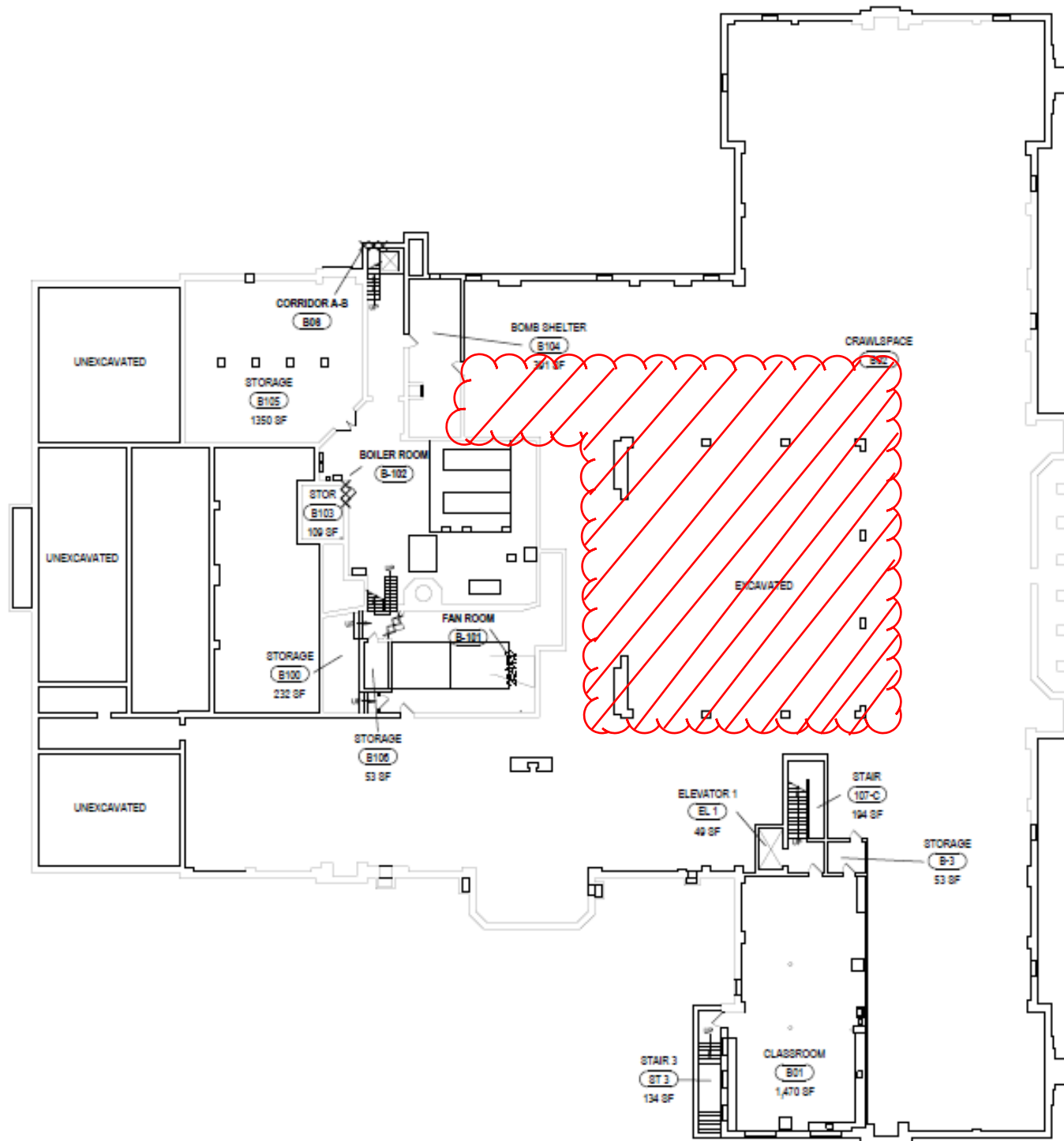
- A. The Contractor shall conduct a visual inspection of each tent enclosure for cleanliness and completion of remediation.

- B. The HEPA air filtration device shall run for thirty minutes after final cleaning is complete, then turned off. A period of 12 hours shall elapse prior to post remediation verification performed by the Consultant. This will consist of a visual inspection.
- C. When the Consultant determines the scope of work has been met, he/she shall authorize the dismantling of the work area. All visual inspections will be documented in the Contractors daily log book.
- D. The Contractor shall be responsible for all costs associated with re-cleaning the tent enclosure in the event the Consultant visual inspection criteria have not been met.

3.09 DISMANTLING OF THE WORK AREA

- A. Dismantling of the work area shall occur only after satisfactory visual inspection performed by the Consultant has been documented in the Supervisor's daily log book.

END OF SECTION



2110 SOUTH CLINTON AVENUE, SUITE 1 ROCHESTER, NEW YORK 14618
 TL: (585) 223-3660 FX (585) 223-4250

RCSD MARTIN B. ANDERSON SCHOOL #1
 85 HILLSIDE DRIVE, ROCHESTER, NY
 MOLD ASSESSMENT

MOLD CONTAMINATION LOCATION PLANS

PROJECT NO.
 80-16-193

DATE:
 APRIL
 2017

SCALE:
 N.T.S.

DRAWING NO:
 DWG-01

REQUEST FOR INFORMATION FORM

DATE: 5/15/17 RFI MCI-001
PROJECT: Children's School of Rochester
TO: school1@rjscb.org
RE: AD Series Drawings
REQUESTED BY: Paul Scheuer - of Mark Cerrone, Inc.

REQUIRES RESPONSE BY: _____
SECTION: Project Drawings REFERENCE NO.: AD100 through AD500

REMARKS: The "demo plan legend" on the AD drawings indicate that dashed lines are existing walls to be removed and some of the "demolition key notes" call for some of the same dashed walls to remain. Please clarify as to which walls are to be removed.

INQUIRY:

SIGNED: _____

ANSWER:

Refer to keynotes for clarification on which walls are to remain during the early demolition phase.
Brad Saeger
05/17/2017

SIGNED: _____

REQUEST FOR INFORMATION FORM

school1@rjscb.org

DATE: 5/17/17

RFI MCI-002

PROJECT: Children's School of Rochester

TO: school1@rjscb.org

RE: Cutting and Patching

REQUESTED BY: Paul Scheuer - of Mark Cerrone, Inc.

REQUIRES RESPONSE BY: _____

SECTION: 017329

REFERENCE NO.: 1.5A

REMARKS: _____

The specifications and drawings indicate that we are not to void existing warranties, I could not find any information in the specifications pertaining to specific warranties (roofing or otherwise). Are there any existing warranties known on this project? If so can we please get copies of the warranties?

INQUIRY: _____

SIGNED: _____

ANSWER: Existing Roof Warranty is attached as part of Addendum No 3, May 24, 2017

SIGNED: _____

SECTION 00 43 22 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions of the Contract for Construction and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items specified in this specification. Mobilization does not include the start of work at a specific area on the project site while the contractor is present at other areas immediately prior to, during or following the work.

1.4 PROCEDURES

- A. Unit prices include all necessary supervision, labor, materials, cost for delivery, installation, insurance, overhead and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured by the Owner's Representative.

- D. List of Unit Prices: A list of unit prices is included in the Bid Form Section and paragraph 3.1 below. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

| Unit Cost # | ITEM NAME | Value | Unit |
|-------------|---|-------|------|
| UC-01a | Floor Tile & Mastic (Exist. Containment Area) | | SF |
| UC-01b | Floor Tile & Mastic (New Containment Area) | | SF |
| UC-02a | Cementitious Flooring (Exist. Containment Area) | | SF |
| UC-02b | Cementitious Flooring (New Containment Area) | | SF |
| UC-03a | Asbestos-Containing Debris in Crawl Space (Exist. Containment Area) | | SF |
| UC-03b | Asbestos-Containing Debris in Crawl Space (New Containment Area) | | SF |
| UC-04a | Interior Transite Panels (Exist. Containment Area) | | SF |
| UC-04b | Interior Transite Panels (New Containment Area) | | SF |
| UC-05a | Pipe Insulation on 2" – 6" Dia. Pipe (Exist. Containment Area) | | LF |
| UC-05b | Pipe Insulation on 2" – 6" Dia. Pipe (New Containment Area) | | LF |
| UC-06a | Sink & Sink Mastic (Exist. Containment Area) | | EA |
| UC-06b | Sink & Sink Mastic (New Containment Area) | | EA |
| UC-07a | Black Tar Patches on Ductwork (Exist. Containment Area) | | EA |
| UC-07b | Black Tar Patches on Ductwork (New Containment Area) | | EA |
| UC-08 | Roofing Materials (Flashing, Coatings, Cement) | | SF |
| UC-09a | Gaskets Associated with Flanges/Valves on 2" – 8" Dia. Piping (Exist. Containment Area) | | EA |
| UC-09b | Gaskets Associated with Flanges/Valves on 2" – 8" Dia. Piping (New Containment Area) | | EA |
| UC-10a | Sheet Flooring (Exist. Containment Area) | | SF |
| UC-10b | Sheet Flooring (New Containment Area) | | SF |
| UC-11a | Flexible Gasket/Vibration Dampener (Exist. Containment Area) | | SF |
| UC-11b | Flexible Gasket/Vibration Dampener (New Containment Area) | | SF |
| UC-12a | Corrugated Asbestos Paper Associated with Ductwork (Exist. Containment Area) | | SF |
| UC-12b | Corrugated Asbestos Paper Associated with Ductwork (New Containment Area) | | SF |
| UC-13a | Caulk (Exist. Containment Area) | | LF |
| UC-13b | Caulk (New Containment Area) | | LF |
| UC-14a | Waterproof membrane (Exist. Containment Area) | | SF |
| UC-14b | Waterproof membrane (New Containment Area) | | SF |
| UC-14 | Minor-sized tent enclosure | | EA |
| UC-15 | Mold remediation on wood floor joists in crawlspace | | SF |
| UC-16 | Asbestos roof debris in ceiling plenums | | SF |

END OF SECTION 00 43 22

