

**FORM OF PROPOSAL**

**Fire Service Academy  
Elevated Water Tower Demolition  
300 Winding Rd, Old Bethpage, NY**

**GENERAL CONSTRUCTION  
CONTRACT NO.: B72490-03G**

**FOR INFORMATIONAL USE ONLY - NOT TO BE USED FOR BIDDING PURPOSES**

Item No.	Type	Description	Amount Bid	
			Dollars	Cents
01	LUMP SUM (Base Bid)	LUMP SUM for furnishing all labor, materials and equipment required for all <b>Demolition and General Construction</b> work associated with removal of the existing abandoned elevated water tower as indicated by the drawings and specifications.		
02	ALLOWANCE	Include in bid an allowance of Fifty Thousand Dollars (\$50,000.00) for items unforeseen or not specifically characterized in the contract documents, encountered during construction as directed by the County.	\$50,000	00

**BASIS OF AWARD:** Bids on Lump Sum Contracts will be compared on the basis of the total bid price, arrived at by taking the Sum of each

Bid Item, including Allowance Item(s), if any, and plus or minus the cost difference of the Alternate(s), if any, as may be selected by the Architect and/or Owner. **The sum of all “Amounts Bid” will determine the low bidder and the subsequent award of this Contract.**

**BID SECURITY:** Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of The Instructions to Bidders.

# **DEPARTMENT OF PUBLIC WORKS**

## **COUNTY OF NASSAU FIRE SERVICE ACADEMY(FSA) ELEVATED WATER TOWER DEMOLITION**

### **TECHNICAL SPECIFICATIONS**

#### **DIVISION 1 – GENERAL REQUIREMENTS**

- Section 011000 – SUMMARY OF WORK
- Section 011400 – WORK RESTRICTIONS
- Section 012200 – MEASUREMENT AND PAYMENT
- Section 012900 – PAYMENT PROCEDURES
- Section 013100 – PROJECT MANAGEMENT & COORDINATION
- Section 013200 – CONSTRUCTION PROGRESS DOCUMENTATION
- Section 013300 – SUBMITTAL PROCEDURES
- Section 015000 – TEMPORARY FACILITIES AND CONTROL
- Section 015600 – TEMPORARY CONTROLS
- Section 015800 – REMOVAL OF WASTE MATERIALS
- Section 017300 – EXECUTION REQUIREMENTS
- Section 017700 – CLOSEOUT PROCEDURES

#### **DIVISION 2 – DEMOLITION**

- Section 022220 - DEMOLITION

**NO TEXT ON THIS PAGE**

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**SECTION 011000 - SUMMARY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Description:

Demolition of an approximately 105 foot, 50,000 gallon elevated water tower.

1. Project Location

- a. Nassau County Fire Service Academy, 300 Winding Road, Old Bethpage, New York.

2. Owner: Nassau County, Department of Public Works.

3. Owner's Representative: Valiant Yeung, R.A., Architect III, or persons designated by him.

- B. Engineer Identification: The Contract Documents were prepared by Cashin Associates, P.C., 1200 Veterans Memorial Highway, Hauppauge, New York 11788

- C. The Work consists of:

1. Removal of any remaining water in the Tank. Disconnect water piping at base and cap off.
2. Provide protection for the pump house building located below the tower. Provide protection for all adjacent facilities including light poles and fuel dispensing equipment.
3. Removal of FAA obstruction lights per FAA directions. Locate power source and disconnect. Provide temporary obstruction lighting as required by the FAA.
4. Deconstruct the Water Tower from the top down to the concrete foundations. Crippling the legs to fell the tower will not be permitted. Concrete foundations to remain.
5. Remove any items that protrude above the concrete foundations.

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6. Patch pump building roof after removal of water piping.

**1.3 GUARANTEE OF WORK**

- A. Except as otherwise specified, the Contractor shall and does hereby guarantee all work as called for in the various portions of the Contract Documents, regardless of whether it was performed by the Contractor or his subcontractor, against defects resulting from the use of inferior materials, equipment or workmanship for **one year(s)** from the date of Substantial Completion.
- B. The guarantee of the Contractor shall be in addition to the individual specific guarantees called for in the Specifications. These special guarantees shall be obtained, stamped, signed and dated by the Contractor, indicating that they comply with the requirements of the Contract Documents and as otherwise prescribed by law.
- C. If, within the guarantee period, or as a result of the re-inspection at the end of the guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Engineer, are rendered necessary as the result of the use of materials, equipment or workmanship which are defective or inferior, or not in accordance with the Contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner: Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and make good all consequential and subsequent damage to the structure, site, equipment or contents as determined by the Engineer; and make good all work or materials or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.
- D. In any case, where in fulfilling the requirements of the Contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Architect or Engineer and guarantee such restored under such other Contract.

**1.4 WORK SEQUENCE**

- A. The work sequence shall be completed in accordance with a coordinated construction schedule acceptable to the Owner so that no building is affected by loss of use/operation. The contractor shall submit a coordinated construction schedule for review.

**1.5 USE OF PREMISES**

- A. General: Each contractor shall have full use of premises in accordance with Section 011400 - Work Restrictions. Contractor's use of premises is also limited by Owner's right to perform work or to retain other contractors on portions of Project. The

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Contractor shall confine his equipment, apparatus, and the storage of materials and apparatus of his workmen to limits indicated by law, ordinance, permits, or directions of the Owner.

**1.6 SUBCONTRACTORS**

- A. Subcontractors shall be deemed engaged by the Contractor and not the Owner. A list of subcontractors and their resumes for similar work must be submitted and approved prior to their work.

**1.7 UTILITY COORDINATION**

- A. Existing Utility Conditions: The existence and location of aerial, surface or subsurface utilities indicated on the plans are not guaranteed. The contractor shall have a utility markout performed for all public and/or privately owned utilities prior to starting any work. The contractor shall be held responsible for any damage to existing utilities and shall exercise extreme caution while working near utilities. Excavation in the vicinity of existing structures and utilities shall be dug by hand. The Contractor will coordinate with utility companies regarding shoring, bracing and any modification of their utilities and appurtenances as required to progress the work. The cost of utility identification, coordination and protection shall be included in the contract price bid.
- B. Contractor shall coordinate all service connections or disconnects with the appropriate utility company and/or the FSA and obtain all permits and pay all fees.
- C. Contractor shall coordinate any required inspections by the utility company.
- D. Contractor shall coordinate installations with the appropriate utility company's standard details.
- E. Contractor shall coordinate with the Owner regarding location of their privately-owned utilities.

**1.8 WORK UNDER OTHER CONTRACTS**

- A. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

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**PART 2 - PRODUCTS(NOT USED)**

**PART 3 - EXECUTION**

**3.1 GENERAL**

A. Regulations and Permits

1. The contractor shall comply with all Federal, State, County and local laws, codes and regulations.

B. If the Contractor believes that these technical specifications and drawings are at variance with any law or regulation, he shall promptly notify the Owner and the Engineer by written confirmation.

C. All permits or licenses necessary for the prosecution of the work shall be secured by the Contractor at his expense, unless otherwise specified herein.

**3.2 SITE CONDITIONS**

A. Examination of Documents and Site

1. The bidder agrees that before making his proposal, he will carefully examine the Contract Documents, together with the areas of work, as well as the surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract, including existing facilities and structures over or under the site, and that this information was secured by personal investigation and research and not from the estimates or records of the Owner, and that he will make no claim against the Owner by reason of estimates, tests or representations of any officer or agent of the Owner.

B. Site Restoration

1. Any existing materials, equipment, structures, trees, plantings, walkways, paved areas, curbs, etc. damaged under this contract, but not specifically called out or shown on the contract documents, shall be repaired or replaced at no additional cost to the Owner.

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**3.3 SITE SECURITY AND SAFETY**

**A. Protection**

1. During performance and up to the date of Final Acceptance, the Contractor shall be under absolute obligation to protect the finished and unfinished Work against any damage, loss or injury. The Contractor shall take proper precaution, under the direction of the Engineer, to protect the finished Work from loss or damage pending completion and the acceptance of the entire contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the Work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others. In the event of any loss, or damage, the Contractor shall forthwith repair, replace and make good the Work without additional cost to the Owner.
2. The Contractor shall take all necessary precautions, while constructing the Work and until Final Acceptance of the Contract, to protect from loss or damage the property, buildings, pavements and other structures adjacent to the work.
3. Any such loss or damage, resulting from his operations shall be immediately repaired, replaced and made good by the Contractor without cost to the Owner.
4. The Contractor shall provide, to the satisfaction of the Engineer and at his own expense, suitable barricades and warning signs for the protection of pedestrians and vehicular traffic. All barricades shall be equipped and maintained with lights at night, and the Engineer may require warning signs to be illuminated.
5. The Contractor shall familiarize himself with the existence of facilities and structures of municipal and/or public service corporations on the site of the work and give reasonable opportunity to and cooperation with these corporations, when they are responsible for the work of reconstructing, moving or altering them. The Contractor shall conduct his Work so as to interfere as little as practical with the work of said municipal and public service corporations and any additional cost resulting from the failure to do so shall not be a claim against the Owner.
6. The Contractor shall not remove or cause to be removed any structure or part of a structure owned by a municipal or public utility corporation without the approval of the Engineer and the utility or as specified herein.
7. Facilities and structures commonly referred to as "house services" and which provide gas, water, electricity or telephone service to the premises or on the site are to be protected by the Contractor in the performance of his work; any such facility or structure damaged during the work must be repaired or replaced immediately by the Contractor at his own cost and expense.



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8. The provisions of this Article shall not be deemed to create any right of action in favor of third parties against the Contractor or the Owner.
9. The Contractor shall comply with all requirements and regulations of the Occupational Safety and Health Administration.
10. The Contractor shall protect all equipment and accessories from dust accumulation. Protection shall be by covers or other means that are acceptable to the Engineer.

**B. Interference with Traffic**

1. Where the work is being constructed through streets, walks, easements or other locations along or across which the public or Facility Personnel are accustomed to travel, the Contractor shall conduct his work so as to interfere as little as possible with such travel.
2. The Contractor shall provide suitable means for crossing obstacles resulting from the work.
3. Fire hydrants must be kept accessible at all times.

**C. Boundaries**

The Contractor shall confine his equipment, apparatus, the storage of materials and apparatus of his workmen to limits indicated by law, ordinance, permits or directions of the Owner.

**3.4 INSPECTIONS**

- A. During the progress of the Work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified.
- B. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though payments for such work may have been previously made.
- C. The Owner or Engineer shall have the right to reject materials and workmanship, which are defective, or require correction. Rejected work and materials must be promptly taken down and removed from the site which must at all times be kept in a clean neat condition.

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**3.5 LAYOUT**

- A. The Contractor is responsible for the ensuring that the layout and installation of the work conforms to the Contract Documents. Any deviation from the Contract Documents without prior approval from the Engineer may be cause for rejection of the work.

**3.6 PRODUCT INSTALLATION**

- A. Product Installation: The Contractor is responsible for installing all products in accordance with the manufacturer's written instructions. This includes any testing required by the manufacturer prior to, or following installation. Should the written or detailed installation instructions contained in the Contract Documents differ from the manufacturer's written instructions the Contractor shall immediately notify the Engineer who will advise the Contractor how to proceed. No products shall be installed in a manner that will affect the manufacturer's warranty. The cost for installation and testing in accordance with the manufacturer's instructions or modified Engineer's instructions shall be included in the price bid.

**END OF SECTION**



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**SECTION 011400 - WORK RESTRICTIONS**

**PART 1 - GENERAL**

**1.1 USE OF PREMISES**

- A. Use of Site: Limit use of site to work in areas indicated or as directed by the engineer. Do not disturb portions of site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to limits as directed by the engineer.
  2. Owner Occupancy: Allow Owner full occupancy of site.
  3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  4. Regulated areas as shown on drawing A101 shall not be entered for any reason.

**1.2 OCCUPANCY REQUIREMENTS**

- A. Full Owner Occupancy: Owner will occupy site and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



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**SECTION 012200 – MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Contractor shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required and as indicated on the plans and specifications, at the lump sum price.

**1.3 DEFINITIONS**

- A. The items listed in Article 1.4 below, constitute all of the pay items for completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, job signs, sanitary requirements, testing safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services and materials shall be included in the price stipulated for the lump sum.

**1.4 PAYMENT ITEM**

- A. Item No. 1 - Project Lump Sum
  - a. The price for this Item shall include all work as indicated on the plans and specifications.
  - b. Payment shall be made on a percentage of completion basis.

1. PRODUCTS (Not Used)

2. EXECUTION (Not Used)

**END OF SECTION**



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**SECTION 012900 - PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment. In case of any conflicts or inconsistencies between this Section and Sections entitled "Notice to Bidders", "Instructions to Bidders", "Proposal Forms", "Conditions of Contract", "General Conditions" or "Form of Contract", the above named sections shall govern.

**1.2 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Submittals Schedule and Application for Payment forms with Continuation Sheets.
  2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide subs-schedules showing values correlated with each phase of payment.
- B. Format and Content:
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name, contract number and location.
    - b. Name of Engineer.
    - c. Engineer's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.



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g. Dollar value.

- 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

**1.3 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use forms provided by Owner.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

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- E. Transmittal: Submit 2 signed and notarized original copies, plus an amount requested by the Owner, of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
    - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Submittals Schedule (preliminary if not final).
  5. List of Contractor's staff assignments.
  6. Copies of building permits.
  7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Certificates of insurance and insurance policies.
  9. Performance and payment bonds.
  10. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

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- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. Evidence that claims have been settled.
  5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

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**SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on the Project. In case of any conflicts or inconsistencies between this Section and Sections entitled "Notice to Bidders", "Instructions to Bidders", "Proposal Forms", "Conditions of Contract", "General Conditions" or "Form of Contract", the above named sections shall govern. This Section includes, but is not limited to, the following:
1. General Project coordination procedures.
  2. Coordination Drawings.
  3. Project meetings.

**1.2 COORDINATION**

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Make adequate provisions to accommodate items scheduled for later installation.
  3. Coordinate inspections by authorities having jurisdiction over installed components as required.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and utilities surveyors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress Meetings.

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6. Pre-installation conferences.
  7. Project closeout activities.
- D. The Contractor shall employ a competent full time superintendent who shall be in attendance at the job site whenever work is being performed under the contract, for the entire duration of the project and who shall be responsible for securing the site and buildings on a daily basis.
- E. All construction work on this project must be performed in compliance with the Occupational Safety and Health Act of 1970 or with Local or State occupational safety and health regulations enforced by an agency of the locality of state under a plan approved by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).
- F. The Contractor must layout its work from benchmarks established at the project site and is responsible for all measurements based on them. The contractor must furnish, at his/her own expense, all equipment, tools, materials, and labor as may be required in the layout of any part of the work.
- G. The contractor must cooperate fully and must schedule his/her work accordingly in making connections to utilities during the construction period. The contractor must contact, coordinate, and make the necessary arrangements with the respective authorities for the connections to the utilities required under the contract.

**1.3 SUBMITTALS**

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Indicate relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Refer to individual specifications for coordination drawings as required.

**1.4 PROJECT MEETINGS**

- A. General: Attend meetings and conferences at Project site, unless otherwise indicated.
- B. Preconstruction Conference: Attend a preconstruction conference before starting construction, no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing.

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- d. Designation of responsible personnel.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for processing Applications for Payment.
  - g. Distribution of the Contract Documents.
  - h. Submittal procedures.
  - i. Preparation of Record Documents.
  - j. Use of the premises.
  - k. Responsibility for temporary facilities and controls.
  - l. Parking availability.
  - m. Work and storage areas.
  - n. Equipment deliveries and priorities.
  - o. First aid.
  - p. Security.
  - q. Progress cleaning.
  - r. Working hours.
- C. Progress Meetings: Attend progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.

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14) Documentation of information for payment requests.

1.5 SECURITY

- A. Contractor shall be responsible for securing all equipment, supplies, etc. stored on site for the duration of the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

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**SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**PART 2 - SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work. In case of any conflicts or inconsistencies between this Section and Sections entitled "Notice to Bidders", "Instructions to Bidders", "Proposal Forms", "Conditions of Contract", "General Conditions" or "Form of Contract", the above named sections shall govern. This Section includes, but is not limited to, the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Daily construction reports.
4. Field condition reports.
5. Construction photographs.

**2.2 DEFINITIONS**

- A. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- B. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- C. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- D. Major Area: A significant construction element.

**2.3 SUBMITTALS**

- A. Submittals Schedule: Submit six copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for Engineer's final release or approval.



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- B. Contractor's Construction Schedule: Submit six printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
- C. CPM Reports: Concurrent with CPM schedule, submit six printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- D. Construction Photographs: Submit digital photographs as required by Section GC-37 of the General Conditions.
- E. Daily Construction Reports: Submit two copies at weekly intervals.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

2.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 3 - PRODUCTS

3.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

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**3.2 REPORTS**

- A. Daily Construction Reports: Prepare a daily construction report recording events at Project site, including the following:
1. List of subcontractors.
  2. High and low temperatures and general weather conditions.
  3. Accidents.
  4. Stoppages, delays, shortages, and losses.
  5. Meter readings and similar recordings.
  6. Orders and requests of authorities having jurisdiction.
  7. Services connected and disconnected.
  8. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

**PART 4 - EXECUTION**

**4.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION**



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**SECTION 013300 - SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals. In case of any conflicts or inconsistencies between this Section and Sections entitled "Notice to Bidders", "Instructions to Bidders", "Proposal Forms", "Conditions of Contract", "General Conditions" or "Form of Contract", the above named sections shall govern.
- B. See Section GC-14 of the General Conditions for additional requirements.

**1.2 DEFINITIONS**

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

**1.3 SUBMITTAL PROCEDURES**

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Engineer's receipt of submittal.
  - 1. Initial Review: Allow five days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

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2. If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Allow five days for processing each re-submittal.
  4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Unique identifier, including revision number.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

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**PART 2 - PRODUCTS**

**2.1 ACTION SUBMITTALS**

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Number of Copies: Submit six copies of each submittal, unless otherwise indicated. Engineer will return three copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's catalog cuts.
    - e. Wiring diagrams showing factory-installed wiring.
    - f. Printed performance curves.
    - g. Operational range diagrams.
    - h. Compliance with recognized trade association standards.
    - i. Compliance with recognized testing agency standards.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shop work manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Notation of coordination requirements.
    - j. Notation of dimensions established by field measurement.
  2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

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- D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
- E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
- F. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
- G. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

**2.2 INFORMATIONAL SUBMITTALS**

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit six copies of each submittal, unless otherwise indicated. Engineer will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

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- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- S. Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation."



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**PART 3 - EXECUTION**

**3.1 CONTRACTOR'S REVIEW**

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

**3.2 ENGINEER'S ACTION**

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

**END OF SECTION**

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**SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1 - GENERAL**

- A. The Contractor shall provide the temporary facilities and controls necessary for the Work.

**1.1 TEMPORARY LIGHT AND POWER**

- A. Contractor shall provide and pay for all temporary electrical facilities required to perform his Work.
- B. For small hand tools Contractor may use power from adjacent FSA facilities (if available) at no cost. Contractor shall provide all required GFI, extension cords, etc.
- C. Contractor shall make his own arrangements for any large capacity requirements, generators, air conditioning equipment, field offices, toilets and continuously operating equipment.
- D. Install materials for temporary light and power in conformance with the National Electrical Code and local utility requirements.

**1.2 TEMPORARY ENCLOSURE**

- A. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; with panels 6 feet in height and 12 feet in width; minimum 2-3/8-inch- OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Rails and posts to be constructed of galvanized steel or aluminum. Panels shall be secured at top and bottom by means of 1-3/8-inch steel panel clamps.
- B. Gates: Temporary gates shall be 6 feet in height and 12 feet in width. The framework for each gate shall consist of gate poles, bottom rail, top rail, vertical and horizontal crossbars each constructed of 1-3/8-inch OD steel piping.
- C. Panel Stands: The temporary chain link fence panels and gates shall be secured to the ground surface with panel stands. The panel stands shall be 3 feet in length and 1.5 feet in width, and shall consist of 15-gage, 1-3/8-inch OD steel piping with 1-foot uprights. Panel stands shall be secured to the ground surface with 70-pound sandbags or approved equal.
- D. Enclose each work area as directed by the Engineer.

**1.3 TEMPORARY WATER**

- A. Contractor may use FSA facilities to provide temporary water as required. Contractor shall provide backflow prevention at any connection to the FSA's water supply.

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- B. All connections shall be approved by the engineer.
- C. The Contractor shall pay all costs associated with the installation and maintenance of temporary water. The Contractor shall not be required to pay for water usage.
- D. Remove all temporary facilities when not needed.

**1.4 TEMPORARY SANITARY AND FIRST AID FACILITIES**

- A. Provide and pay for all toilet accommodations for workmen engaged on the project, including workmen employed by Subcontractors. Locate toilets where directed by the Engineer and maintain them in a sanitary condition.
  - 1. Provide at least one unit for every 30 persons, or fraction thereof.
  - 2. Where water and sewer connections are not available, provide approved chemical or electric toilets.
  - 3. Provide first aid stations at work areas and in the temporary field offices.
  - 4. Post telephone numbers of physicians, hospitals and ambulance services by each telephone at the project site.
  - 5. Provide facilities and fixtures in compliance with OSHA and all other applicable federal, state and local laws and regulations.
  - 6. Enforce proper use of sanitary facilities, including preventing the committing of nuisances in buildings on the site. Discharge employees who violate this rule.
  - 7. Dispose of all wastes in conformance with applicable regulation.

**1.5 NOISE CONTROL**

- A. Contractor's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the Owner or others.

**1.6 DUST CONTROL**

- A. Contractor shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing or for any reason whatever. Contractor shall apply water and calcium chloride or use other methods to keep dust in the air to a minimum subject to the approval of the Engineer.

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**1.7 SNOW REMOVAL**

- A. Remove snow from the site as required to provide proper access to the work sites.

**1.8 FIRE PREVENTION CONTROL**

- A. Take all precautions necessary to prevent fires and explosions.
- B. Fuel for cutting and heating torches shall be contained in Underwriter's Laboratory approved containers.
- C. Furnish and maintain a 20 pound maximum capacity, dry chemical type fire extinguisher in the immediate vicinity of the Work when welding tools or torches of any type are in use.

**1.9 POLLUTION CONTROL**

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. All Contractor's equipment used during construction shall conform to all current federal, state and local laws and regulations.

**1.10 ROADS AND ACCESS**

- A. Contractor shall provide signs, signals, barricades and lights to regulate and protect all traffic, and warn of hazards. All such work shall conform to requirements of the Owner other authorities having jurisdiction or as required by the Engineer.

**1.11 ACCESS ROUTES AND PARKING**

- A. Routes of ingress and egress to the location of the work shall be as shown or directed by the Engineer.
- B. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.
- C. Maintain storage and work areas allocated to Contractor free of debris and obstructions.

**1.12 RUBBISH REMOVAL**

- A. Clean the debris resulting from work at least once a day and more often if the debris interferes with the work of others or presents a fire hazard.
- B. Burning of waste material will not be permitted.

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**1.13 RELOCATION AND REMOVALS**

- A. Should a change in location of a temporary facility be necessary in order to progress the work properly, remove and relocate such items as directed without additional cost to the Owner.
- B. Remove the temporary facilities when they are no longer required. Restore permanent facilities used for or connected to temporary facilities to their original condition or better.

**1.14 CONTRACTOR USE OF PREMISES**

- A. The Contractor is limited to a limited area designated by the Engineer and Owners for his storage.
- B. Contractor shall:
  - 1. Not unreasonably encumber the site with materials or equipment.
  - 2. Not load or surcharge structures or other facilities with weight that will endanger them.
  - 3. Assume full responsibility for protection and safekeeping of products stored on premises.
  - 4. Move any stored products which interfere with the operations of Owner or other contractors.
  - 5. Restore any structures, equipment or roadways damaged by storage to their original condition.

**1.15 SECURITY PROGRAM**

- A. Protect Work and existing premises from theft, vandalism, and unauthorized entry.
- B. Provide a Temporary Enclosure as defined in this section, paragraph 1.2 around each work site as well as around all excavations created as a result of the Work. Fencing shall be as directed by the Engineer. Maintain until directed by the Engineer to remove same.

**END OF SECTION**

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**SECTION 015800 - REMOVAL OF WASTE MATERIAL**

**PART 1 GENERAL**

**1.01 DESCRIPTION**

- A. It is the intent of this section to require the Contractor to insure that the construction site and any facilities being constructed or renovated therein are maintained in a clean and workmanship like manner and that all Contractors shall cooperate with the Contractor in that effort.
- B. The Contractor shall be responsible for daily clean up of all wastes of every kind arising from all of the work on this project, including all scrap, construction debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and workmanlike appearance at all times. Dumpsters and containers are to be provided by, removed and replaced and paid for by the Contractor.
  - 1. Dumpsters shall be defined as vessels used for off-site disposal.
- C. The Contractor shall be responsible for daily cleanup of all dust, refuse, rubbish and garbage arising from activity at the work site. Where applicable, work areas shall be broom cleaned at the end of each workday.
- D. The Contractor shall be responsible for removal of all ponded water from the building, which accumulated from rainwater, ground water infiltration or condensation. Any ponded water, which is the result of another prime contractors work, will be the responsibility of that contractor. It is the intent that the building be free of ponded water at all times.
- E. Specific Demolition and/or Equipment Removal
  - 1. Each Prime Contractor shall be responsible for any costs associated with the disposal of any demolition and/or equipment removal that is the specific responsibility of their contract as indicated in the contract documents.
- F. In the event that the Contractor should fail, refuse or neglect to remove rubbish and waste materials and temporary work, or clean the building(s) and premises as required herein, or that any other Contractor should fail to remove material which is their specific responsibility under their contract, then the Owner may, without obligation to do so, remove and dispose of said rubbish, waste materials and temporary work, and clean the premises, and deduct the cost thereof from any money due or that may become due the Contractor, as indicated, under his Contract.
- G. Under no conditions shall any rubbish be thrown from the building by anyone.

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- H. The Contractor shall arrange and pay for all collection containers and onsite dumpsters and shall have the collection container(s) and dumpster(s) emptied as required.
- I. All material removed from the construction site shall be disposed of in accordance with all Federal, State and Local Laws and Regulations. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the Engineer. Burying or burning of any material will not be permitted.
- J. Under no circumstances will the Contractors be permitted to store or accumulate any equipment, rubbish and debris in any building or at the site.

**END OF SECTION**

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**SECTION 016510 – HEALTH AND SAFETY PLAN**

**PART 1 – GENERAL**

**1.1 DESCRIPTION**

- A. The following section describes the minimum health and safety requirements for the Work, including the requirements for the development of a Health and Safety Plan (HASP) by the Contractor. The Contractor's HASP must comply with all applicable federal, state and local laws and regulations protecting human health and the environment from the hazards posed by the Work. Prior to submittal, the Contractor's HASP shall be sealed and signed by a Certified Industrial Hygienist (CIH). The CIH shall certify that the Health and Safety Plan has been prepared in accordance with all local, state and federal guidance and minimum requirements specified herein.
- B. The Engineer shall review and comment on the Contractor's HASP for compliance with these specifications only. The Contractor shall resubmit the HASP, addressing all review comments from the Engineer. The HASP shall govern all work performed for this contract. The Contractor shall not initiate work until an accepted HASP addressing all comments has been issued.
- C. The Contractor is responsible and liable for the health and safety of all personnel and off-site community impacted by the Work. Consistent disregard for the provisions set forth in the HASP shall be deemed just and sufficient cause for immediate stoppage of work and/or termination of the Contract or any Subcontract without compromise or prejudice to the rights of the Owner or the Engineer.
- D. The type of work to be completed by the Contractor may consist of several categories of work that require task-specific training, licensing and/or certification and, in some instances, task-specific health and safety provisions. This includes, but is not limited to, hazardous material removal, excavation and handling of contaminated soil, demolition and removals including but not limited to asbestos cement pipe, and general construction activities. As a result, the Contractor's HASP must be written to address the health and safety provisions associated with all site-specific tasks to be completed under this Contract. All portions of the HASP, including the required training, certification and/or licensing requirements, will not apply to all work tasks. The Contractor's HASP must clearly identify which portions of the HASP apply to each work task to be completed.



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**1.2 BASIS**

- A. The Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29, Code of Federal Regulations, Parts 1910 and 1926 (29 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law), the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (EPA), Office of Emergency and Remedial Response, the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USCG and EPA) and 12 NYCRR Part 56 provide the basis for the health and safety program. Additional specifications within this Section are in addition to OSHA regulations and reflect the positions of both the EPA and the National Institute for Occupation Safety and Health (NIOSH) regarding procedures required to ensure safe operations at hazardous waste sites.
- B. The health and safety of the public and project personnel and the protection of the environment shall take precedence over cost and schedule considerations for all project Work. Any additional costs shall be considered only after the cause for suspension of operations is addressed and Work is resumed. The Engineer's on-site representative and the Contractor's Superintendent shall be kept apprised by the Contractor's Safety Officer (SO), of conditions which may adversely affect the health and safety of project personnel and the community.
- C. The cost of work stoppage due to health and safety is the responsibility of the Contractor under this Contract.

**1.3 HEALTH AND SAFETY DEFINITIONS**

The following definitions shall apply to the Work of this Contract:

- A. Project Personnel: Project personnel include the Engineer, the Engineer's On-site Representatives, Contractor, Subcontractors and Owner Representatives, working or having official business at the Project Site.
- B. Authorized Visitor: Authorized visitors who work for the State of New York shall receive approval to enter the Project Site from the Owner. The Safety Officer has primary responsibility on determining who is qualified and may enter the Project Site. The Project Site Safety Officer shall only allow authorized visitors with written proof that they have been medically certified and trained in accordance with applicable regulations to enter the Project Site when work activities at the site require such certification and training.

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- C. Health and Safety Coordinator (HSC): The HSC shall be the Contractor's on-site person who shall be responsible for the development and implementation of the HASP.
- D. Safety Officer (SO): The SO shall be the Contractor's on-site person who shall be responsible for the day-to-day implementation and enforcement of the HASP.
- E. Hazardous Work Zone: A Hazardous Work Zone shall be defined as any area of the Project Site where hazardous material removal, asbestos abatement, lead-containing paint activity, PCB-containing caulk removal or excavation, removal and handling of contaminated materials is taking place or will take place. Once the hazards classifying a given area as hazardous have been eliminated, the area may be reclassified as a nonhazardous work zone, subject to the approval of the Engineer.
- F. Health and Safety Technicians (HST): The HST(s) shall be the Contractor's on-site personnel who shall assist the SO in the implementation of the HASP, in particular, with air monitoring in and at the perimeter of active work areas and maintenance of safety equipment.
- G. Project Site: The area of Work activities, as defined in the Contract Documents.
- H. Engineer's on-site representative: The Engineer's representative assigned responsibility and authority by the Engineer for day-to-day field surveillance duties.
- I. Work: Work includes all labor, materials and other items that are shown, described or implied in the Contract and includes all extra and additional work and material that may be ordered by the Engineer and/or Owner.
- J. Monitoring: The use of direct reading field instrumentation to provide information regarding the levels of gases and/or vapor which are present during the Work. Monitoring shall be conducted to evaluate employee exposures to toxic materials and hazardous conditions. Monitoring is the responsibility of the Contractor.

#### **1.4 RESPONSIBILITIES**

- A. The Contractor shall be responsible for performing all Work required by the Contract Documents in a safe and environmentally acceptable manner. The Contractor shall provide for the safety of all project personnel and the community for the duration of the Contract.

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**B. The Contractor shall:**

1. Employ an SO who shall be assigned full-time responsibility for all tasks herein described under this HASP. In the event the SO cannot meet his/her responsibilities, the Contractor shall be responsible for obtaining the services of an “alternate” SO meeting the minimum requirements and qualifications contained herein. No work shall proceed on this project in the absence of an approved SO.
  - a. For projects with less than 20 workers, the HSC, SO, and HST may be the project foreman.
2. Be responsible for the pre-project indoctrination of all project personnel with regard to the HASP and other safety requirements to be observed during Work, including but not limited to, potential hazards, personal hygiene principles, personal protection equipment, respiratory protection equipment usage and fit testing, and emergency procedures dealing with fire and medical situations.
3. Be responsible for the implementation of this HASP, and the Emergency Response/Contingency Procedures.
4. Provide and ensure that all project personnel are properly clothed and equipped and that all equipment is kept clean and properly maintained in accordance with the manufacturer’s recommendations or replaced as necessary.
5. Alert appropriate emergency services before starting any hazardous work and provide a copy of the Emergency Response/Contingency Procedures to the respective emergency services.
6. Have sole and complete responsibility of safety conditions for the Project, including safety of all persons, including employees.
7. Be responsible for protecting the project personnel and the general public from hazards due to the exposure, handling and transport of contaminated materials. Barricades, lanterns, roped-off areas and proper signs shall be furnished in sufficient amounts and locations to safeguard the project personnel and public at all times.
8. Ensure all OSHA health and safety requirements are met.

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9. Maintain a chronological log of all persons entering the Project Site. It shall include organization, date, and time of entry and exit. Each person must sign in and out.
- C. Submission of the required Project Health and Safety Plan by the Contractor and its acceptance by the Engineer shall not be construed to imply approval of any particular method or sequence for addressing health and safety concerns, or to relieve the Contractor from the responsibility to adequately protect the safety and health of all workers involved in the project as well as any members of the public who are affected by the project.

## **PART 2 – PRODUCTS**

### **2.1 HEALTH AND SAFETY PLAN**

- A. The following outlines the minimum requirements which must be addressed by the Contractor's HASP. However, this does not relieve the Contractor from including in his/her HASP all health and safety provisions necessary to complete the specific work tasks of this Contract, and to comply with all applicable federal, state and local regulations.
- B. The Contractor shall provide a written Project Health and Safety Plan which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered on the project. As a minimum this plan shall include the following items:
  1. Identification of the project and company safety officers.
  2. Hazardous Materials Communications Plan.
  3. Employee Safety Training Program.
  4. Company safety policy.
  5. Procedures to address project safety and health concerns.
  6. Procedures to address distraught, emotionally disturbed persons and/or homeless persons.
  7. Procedures for compelling worker compliance with health and safety requirements.
  8. Equipment Safety Procedures as described in Part 3 below.

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9. Procedures for confined space entry.
- C. Certain of these items may be submitted in the format of a Company Health and Safety Program, with the Project Health and Safety Plan limited to project-specific issues.

### **PART 3 – EXECUTION**

#### **3.1 PLANNING AND TRAINING**

- A. The Contractor shall perform all necessary planning, supervision, and training activities to ensure that all of the requirements of 29 CFR 1926 are fully met for all workers employed in the construction of the contract.
- B. The Contractor shall provide to the Engineer prior to the start of work satisfactory evidence that all current requirements of 29 CFR 1926 will be adequately addressed.

#### **3.2 SUBCONTRACTORS**

- A. The Contractor shall ensure that each subcontractor employed on the project complies with the requirements of this section. The Contractor shall provide to the Engineer a Project Health and Safety Plan covering all work to be done by the subcontractor prior to starting work. As an alternate, the Contractor may provide a certification that all activities performed by and workers employed by the subcontractor will be subject to the Contractor's Project Health and Safety Plan.

#### **3.3 EQUIPMENT SAFETY PROCEDURES**

- A. The following provisions shall apply to all work on the project, including but not limited to, the activities of all Subcontractors, Manufacturers, Fabricators, Material Suppliers, independent truckers, and owner-operators.
  1. A spotter shall guide the backing of any vehicle or equipment with restricted visibility to the rear. This rule applies in any location where workers on foot, pedestrians, private vehicles or similar hazards may be present.
  2. If the operator loses visual contact, the vehicle shall immediately be brought to a full stop until visual contact with the spotter is reestablished.
  3. Dump truck boxes may be raised only under the control of a spotter, unless the vehicle is in an area clearly marked to be free of overhead wires and safe for dumping.

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4. Dump truck boxes shall be lowered prior to moving, except when dumping into a paver or similar operations, under the control of a spotter.
5. All excavating, lifting and similar equipment shall comply with electrical safety requirements, and shall operate under the control of a spotter whenever working within 15 feet of an overhead line. The distance shall be measured as a slope distance perpendicular from the conductor to the nearest point on the vehicle.

**3.4** Any operator found in violation of the above rules by the Engineer or his/her representative will be removed from the project immediately, and will not be allowed to work on any NYSOPHRP project for a minimum of one (1) year.

**3.5 CONFINED SPACES PROCEDURES**

- A. Confined spaces are defined as any space having limited means of egress, which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined spaces include, but are not limited to: sanitary sewers, sanitary manholes and structures, drainage lines and drainage structures, underground utility vaults, enclosed bridge beams and heated enclosures.
- B. All personnel required to enter confined spaces shall be instructed as to the nature of the hazards, the necessary precautions and in the use of protective and emergency equipment required.
- C. The Contractor shall include a description of their Confined Space Program (CSP) within the Health and Safety Plan. As part of the Health and Safety Plan, the Contractor shall include documentation that project personnel have been trained in accordance with OSHA 1910.146 regulations. In addition to training documentation, the confined space program must include a pre-entry hazard evaluation consisting of but not limited to oxygen levels, volatile gasses and particulates, and must identify proper level of PPE to be used. An emergency response plan, including a discussion of equipment (hoists, SCBAs) in place to retrieve personnel in cases of emergency, must also be included.
- D. Fuel-fired heated enclosures are frequently constructed to provide the requirements for winter concrete placement or similar operations. The contractor shall provide adequate ventilation to maintain acceptable air quality or conduct air quality monitoring when heaters are or have been operating prior to personnel

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entry. If acceptable air quality cannot be verified, then appropriate respirators shall be worn. No worker shall enter a confined, heated space unless that space can be ventilated or the worker removed from outside the enclosure if the worker is overcome by fumes. Particularly during off-shift hours, no worker shall enter an unventilated, heated enclosure unless another worker is present immediately outside the enclosure. All unnecessary combustibles and debris shall be removed from the enclosure and escape exits shall be provided so workers can escape safely if a fire starts, prior to heating.

**END OF SECTION**

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**SECTION 017700 - CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout. In case of any conflicts or inconsistencies between this Section and Sections entitled "Notice to Bidders", "Instructions to Bidders", "Proposal Forms", "Conditions of Contract", "General Conditions" or "Form of Contract", the above named sections shall govern. This Section includes, but is not limited to, the following:
1. Inspection procedures.
  2. Project Record Documents.
  3. Operation and maintenance manuals.
  4. Warranties.
  5. Instruction of Owner's personnel.
  6. Final cleaning.

**1.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs damage or settlement surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit testing records, and certificates of approval by Authorities Having Jurisdiction.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements.

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14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment.
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit six copies of list. Include name and identification of each area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. List shall be approved by Engineer.

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**1.5 PROJECT RECORD DOCUMENTS**

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit two sets of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 5. Indicate exact locations of features which were indicated schematically on the plans.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders and Record Drawings, where applicable.
- D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

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**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

**PART 3 - EXECUTION**

**3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION**

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**SECTION 022220 DEMOLITION**

**1.1 RELATED DOCUMENTS**

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

**1.2 APPLICABLE STANDARDS AND REFERENCES**

- A. The Contractor shall be familiar with all cited references and comply with any and all requirements stated therein:
1. 29 CFR 1926 Subpart T (Demolition)
  2. 29 CFR 1926.1427 (Crane Derricks in Construction)
  3. 29 CFR 1926.62 (Lead)
  4. NFPA 241, STD for Safeguarding Construction, Alteration and Demolition Operations.
  5. 2020 Building Code of New York State
  6. 2020 Fire Code of New York State.
  7. 49 USC Section 44718 and CFR Title 14 Part 77

**1.3 DESCRIPTION OF WORK**

- A. Provide all labor, equipment and materials as required for the complete demolition and removal of the subject elevated water storage tank, down to the concrete footings and miscellaneous site work, including, but not limited to, the following:
1. Demolition of entire 50,000+/- gallon elevated tank and equipment including water piping, obstruction lights and cables, any residual material in the tank for disposal, and all other items except where shown otherwise on the Drawings.
  2. Cutting of tank steel flush with the top of concrete piers. Removal of water piping as shown on the drawings.
  3. Removal and legal disposal of all demolished materials, rubbish, and debris.
  4. Patching/repair of the pump building roof.
  5. Compliance with FAA Regulations. A copy of the FAA requirements are attached at the end of this Section.
- B. All bidders should make a field inspection and walk-through of the site to ascertain the work required prior to submitting a bid. This will be done during the scheduled pre-bid meeting.
- C. All work shall be done in accordance with this Section, the approved Tank Demolition and Pollution Control Plan, and all applicable Federal, State and local regulations and ordinances. The Contractor, also herein referenced as the Bidder, shall dismantle the tank in a manner that protects existing nearby well structures, and protects the safety of employees and other people in the area. A crane or similar method shall lower all dismantled structures and equipment. Free-fall dismantling will not be permitted.
- D. All demolition, removal and disposal Work shall be in compliance with the requirements of the Building Code of the State of New York and with all State and Federal regulations.

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- E. Any demolition, removal or similar disturbance of any lead containing painted surface must be performed in compliance with the OSHA Lead in Construction Standard, 29 CFR 1926.62.

**1.4 SUBMITTALS**

**A. Shop Drawings:**

Submit all necessary shop drawings and associated calculations for sheeting, shoring, bracing, underpinning, pedestrian protection barrier and scaffolding as well as Tank Demolition and Pollution Control Plan. Shop drawings shall include fastening requirements for all members as well as for all accessories such as protective netting, sheathing, polyethylene sheeting, etc. required to safely carry out demolition work. Shop drawings and calculations shall be signed and sealed by a Professional Engineer licensed in the State of New York.

Six (6) copies of shop drawings and the Tank Demolition and Pollution Control Plan are required to be submitted by the Contractor in order for the Engineer to make a complete review. Three (3) copies of same, stamped with the appropriate action codes used by the Engineer during shop drawing review, will be returned to the Contractor.

**B. Tank Demolition and Pollution Control Plan**

Tank Demolition and Pollution Control Plan: Contractor shall submit a site specific detailed Tank Demolition and Pollution Control Plan signed and sealed by a Professional Engineer Licensed in the State of New York. The Tank Demolition and Pollution Control Plan shall include the following:

1. Demolition sequence schedule: Submit a schedule indicating proposed methods and sequence of operation for demolition and removals.
2. Methods of disassembling, and a rigging location plan. The Plan shall outline proposed methods for dust control, noise control and maintaining the surrounding streets and buildings in a clean condition for both demolition operations and during debris removal.
3. Copies of the crane operators Certification for the type of crane shall be included in the plan.
4. The plan shall be subject to review and approval by the Engineer.

**C. Fire Watch and Safety Plan**

Before mobilization, the Contractor shall furnish a Fire Watch and Safety Plan for approval.

**D. Contractor's Responsibilities**

The Contractor shall review the Tank Demolition and Pollution Control Plan, shop drawings, product data and samples prior to submission to determine and verify the following:

- Field measurements

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- Field construction criteria
- Catalog numbers and similar data
- Conformance with Specifications

The review and approval of the Tank Demolition and Pollution Control Plan and shop drawings, samples or product data by the Engineer shall not relieve the Contractor from their responsibility with regard to the fulfillment of the terms of the Contract. The Contractor assumes all risks of error and omission and the Engineer will have no responsibility therefore.

- E. No portion of the work requiring a shop drawing, working drawing, sample or catalog data shall be started nor shall any materials be fabricated or installed prior to the approval of such item. Fabrication performed, materials purchased, or on-site construction started which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

## **1.5 QUALITY ASSURANCE**

A. Qualifications:

1. Company specializing in performing the Work of this Section shall have a minimum of five (5) years experience and shall have worked on five (5) projects of similar size.

B. Regulatory Requirements:

1. Work of this Section shall conform to all requirements of the New York State Building Code and all applicable regulations and guidelines of all governmental authorities having jurisdiction, including, but not limited to, safety, health, and anti-pollution regulations. Where more stringent requirements than those contained in the Building Code or other applicable regulations are given in this Section, the requirements of this Section shall govern.
2. Work off-site shall conform to the requirements of the governmental authorities or utilities having jurisdiction (i.e. DOT, DEC, etc.). Where more stringent requirements than those provided by the applicable governmental authority are given in this Section, the requirements of this Section shall govern. Do not close or obstruct roadways, sidewalks or fire hydrants without permits.
3. Conform to the requirements of "Safety and Health Standards, Subpart P - Excavations, Trenching and Shoring" - OSHA.
4. Based on the height of the Tower and the equipment used to dismantle the Tower the FAA will require approval of the contractor's procedures including any temporary obstruction lighting.

## **1.6 CONDITION OF PREMISES**

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- A. The Contractor shall accept the existing conditions of the premises and shall clear the site, as specified. The County assumes no responsibility for the condition or the contents of the elevated water storage tank on the premises covered by these Specifications, or the continuance in the condition existing at the time of the bid or thereafter. All damage or loss, whether by reason of fire, theft, or by other casualty or happening, to the tank covered by the Specifications shall be at the risk of the bidder from and after the date of award of Contract, and no such damage or loss shall relieve the successful Bidder from any obligation under this Contract to complete all Work as herein provided.
- B. The County accepts no responsibility for existing conditions at variance with information shown on the drawings.

**1.7 MAINTENANCE OF TRAFFIC**

- A. The Contractor shall conduct demolition operations and removal of debris in a manner that ensures minimum interference with streets, sidewalks and other adjacent areas, existing buildings or facilities or those under construction.
- B. Do not close or obstruct streets, sidewalks, alleys or passageways, unless there shall have been first obtained all necessary municipal or other local permits. Store or place no materials whatsoever in streets, alleys or passageways. Conduct operations as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, alleys, sidewalks, and other means of access and egress.
- C. The Contractor shall provide, and maintain, at Contractor's own expense, all lights, barriers, sidewalk sheds, and other items that are required by traffic regulations or local law.
- D. Recycle demolition debris to the fullest extent possible.
- E. The burning of any materials on site is prohibited.
- F. Demolition related equipment shall access the site via the existing driveway and parking area, unless otherwise approved in writing by the County.
- G. Protect all existing utilities along the street, sidewalks and adjoining areas during the Work of this Section.
- H. Verify the location and status of all utilities within the work area.
- I. Provide temporary fire protection in accordance with the approved plan during all tank demolition operations.

**PART 2 - PRODUCT**

**2.1 MATERIALS**

- A. Restricted Material:

Remove all debris not explicitly designated to be salvaged (to remain) from the premises and legally dispose of away from premises. The expense of removing such material, and the value thereof, shall be taken into consideration at the time of making the bid.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Prior to commencing demolition Work, do the following:

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1. Thoroughly inspect and examine the premises to verify the premises are unoccupied and to search for any hazardous materials. If any asbestos or other hazardous material is found other than what is included in the Contract and was to be removed as per other Sections, notify the County immediately and do not commence the Work until receipt of written notification. Comply with all applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
2. Visually inspect and photograph the adjacent areas, and structures and appurtenances of the surrounding properties. Record the existing conditions; submit all information to the County.

**3.2 PREPARATION AND PROTECTION**

- A. Provide, erect, and maintain erosion control devices, dust control measures, temporary barriers, and security devices as specified. Make sure that the safe passage of persons around the area of demolition is maintained during the demolition operation. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
- B. Remove loose equipment, materials, supplies, and furnishings not chosen for salvage from tank prior to demolition.
- C. Monitoring and Vibration Control:
  1. The Contractor shall record the condition of facade elements of nearby buildings so as to establish the status of those buildings prior to the work. Record all signs of distress (e.g., cracks, shifting parapets, settlement, etc. in those buildings by written description backed by photos. During the demolition operations, monitor the structures and record observations (i.e., apparent changes in the condition of the buildings). If conditions are noted to be changing, revise demolition procedures. Upon completion of the demolition, submit a final report highlighting the changes in the neighboring buildings that may have been observed.
- D. Protection of Property:
  1. Comply with the Building Code of New York State.
  2. The Work of demolishing the tank and structure shall be carried on in a manner that will ensure adjacent facilities against any damage that might occur from falling debris or other cause and so as not to interfere with use of adjacent buildings and structures or the free and safe passage to and from the buildings and structures.
  3. All work adjacent to occupied buildings that may produce fire hazards or create nuisances or safety and health hazards from noise, vibration, gases, vapors, fumes, dust mists or odors shall not be performed unless preventive controls or measures including, but not necessarily limited to, those shown on the Contract Drawings and/or as specified within this Specification are implemented. Special attention is brought to adjacent building fresh air intakes, air conditioning units, etc., which need protection from dust during demolition. Protective procedures shall not begin until reviewed by the County. Such review shall in no way relieve the Contractor from his responsibility to execute the work in a safe manner and in accordance with all applicable Federal, State and local requirements.



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4. The Contractor shall take every precaution to guard against any movement or settlement of adjacent buildings, streets, sidewalks and embankments, caused as a result of this Work. The Contractor shall be solely and entirely responsible for the safety and support of such buildings, and shall be solely liable for any such movement or settlement and any damage or injury caused as a result of this Work. During demolition and grading Work, protect all existing structures that are to remain.

**3.3 TANK REMOVAL AND DISMANTLING**

- A. Demolition operations shall be performed in a systematic manner in accordance with the Building Code of New York State and the approved Tank Demolition and Pollution Control Plan.
- B. By beginning Work, the Contractor shall be deemed to have visited the site and accepts conditions as is and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.
- C. Conduct demolition to minimize interference with adjacent structures or pavements. Do not use means, methods, techniques or procedures which would induce undue vibration into any element of the structure. Stop operations immediately if adjacent structures appear to be in danger. Notify the Engineer immediately. Do not resume operations until directed by Engineer.
- D. Conduct operations with minimum interference to public or private pedestrian and vehicle traffic. Maintain access and egress at all times.
- E. Obtain written permission from adjacent property Owners when demolition equipment will traverse, infringe upon, or limit access to their property.
- F. Comply with governing regulations pertaining to environmental protection.
- G. No explosives shall be utilized in the demolition of the elevated storage tank and any associated structures.
- H. Removal, renting, transportation, storage and disposal of flammable, explosive, toxic, and corrosive substances, if any, shall be done in strict compliance with governing regulations before proceedings with building demolition.
- I. The tank shall be dismantled to the point that it can be lowered safely to the ground and removed from the site by the Contractor. All materials and debris resulting from dismantling of the tower shall become the property of the Contractor and shall be removed from the site and legally disposed of.
- J. Electric cable(s) to the Tower are to be disconnected by the Contractor.
- K. The existing paint coatings have not been tested. The contractor is to assume that the paint contains greater than 0.5% lead by weight. The Contractor shall be responsible for any and all required worker and site protection.
- L. The Contractor shall remove the existing obstruction lights left on the elevated storage tank including cables and all support materials.

**COUNTY OF NASSAU  
FIRE SERVICE ACADEMY (FSA)  
ELEVATED WATER TOWER DEMOLITION**

- M. The Contractor shall maintain a fire watch during all torch cutting work.
- N. The Contractor shall perform work in a manner that prevents damage to the surrounding above grade and subsurface structures and utilities.

**3.4 DISPOSAL**

- A. Transport debris off site daily and legally dispose of materials in approved disposal areas. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
- B. Storing, selling or burning of materials is not permitted on the site.

**3.5 CLEAN-UP**

- A. Upon completion of Work under this Contract, the Contractor shall remove all tools and materials, plant, apparatus, rubbish and debris and shall leave the premises clean, neat and orderly.

**END OF SECTION**



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2022-AEA-17056-OE

Issued Date: 12/06/2022

Thomas LaGuardia  
Cashin Associates  
1200 Veterans Hwy  
Hauppauge, NY 11788

**\*\*DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE\*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Mobile Crane 50000 Gallon Elevated Water Tank-Demolition
Location:	Old Bethpage, NY
Latitude:	40-45-07.24N NAD 83
Longitude:	73-26-52.16W
Heights:	103 feet site elevation (SE) 110 feet above ground level (AGL) 213 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

**\*\*SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION\*\***

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

**This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.**

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (404) 305-6068, or [Dianne.Marin@FAA.GOV](mailto:Dianne.Marin@FAA.GOV). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AEA-17056-OE

**Signature Control No: 561175921-563847194**

( TMP )

Dianne Marin  
Technician

**Proposal:** To construct and/or operate a(n) Mobile Crane to a height of 110 feet above ground level, 213 feet above mean sea level.

**Location:** The structure will be located 2.08 nautical miles northwest of FRG Airport reference point.

**Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:**

Aeronautical study revealed that the temporary structure will not exceed any Part 77 obstruction standard. Aeronautical study confirmed that the temporary structure will have no effect on any existing or proposed arrival, departure or en route instrument/visual flight rules (IFR/VFR) operations or procedures. Additionally, aeronautical study confirmed that the temporary structure will have no physical or electromagnetic effect on the operation of air navigation and communications facilities and will not impact any airspace and routes used by the military. Based on this aeronautical study, the FAA finds that the temporary structure will have no adverse effect on air navigation and will not impact any aeronautical operations or procedures.

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, flags/red lights-Chapters 3(Marked),4,5(Red),14(Temporary),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that the manager of REPUBLIC, (631) 752-7707 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of Republic ATCT, (631) 454-2332 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally, please provide contact information for the onsite operator in the event that Air Traffic Control requires the temporary structure to be lowered immediately.

This determination expires on 06/06/2024 unless extended, revised, or terminated by the issuing office.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed within 5 days after the temporary structure is dismantled.

**NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.**