Project Manual

Volume 1

Prepared for:
Reading School District
800 WASHINGTON STREET
READING, PA 19601

Project:
Renovation Construction of:
HS Athletics Facility Phase 3
801 NORTH 13TH STREET
READING, PA 19604

Prepared by:

SCHRADERGROUP
555 E North Ln Suite 5100, Building D
Conshohocken, Pennsylvania 19428

ISSUED FOR BIDDING: **13 November 2026**

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The List of Drawings indicated on the Drawing Cover Sheet form a part of this Contract, as set forth in the accompanying Conditions of the Contract for Construction.

END OF SECTION 000115

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SECTION 001113 – ADVERTISEMENT FOR BIDS

The Reading School District is soliciting sealed bids for the High School Athletics Facility Phase 3 Renovation ("Project") located in the City of Reading, Berks County, Pennsylvania. Sealed Bids for all contracts shall be delivered to Joseph Chiarelli, Purchasing Officer, no later than 10:00 AM prevailing time on Tuesday, December 22, 2026, to The Administration Building, 800 Washington Street, Reading, PA 19601, at which time bids will be publicly opened and read.

A **MANDATORY** pre-bid conference for **ALL** contracts will be held at 801 N 13th Street, Reading, PA 19604, at 10:00 AM prevailing time on Monday, November 30, 2026. Attendance by all Prime Contract Bidders is mandatory.

Construction will be bid for the following Prime Contracts:

Contract No. 1: General Construction	Contract No. 3: Electrical Construction
Contract No. 2: HVAC Construction	Contract No. 4: Plumbing Construction

The Project Architect is Hord Coplan Macht dba SCHRADERGROUP Studio, 555 E North Lane, Suite 5100, Building D, Conshohocken, PA 19428, Phone: 215-482-7440. The Project Construction Manager is CHA, 1 East Broad Street, Suite 310, Bethlehem, PA 18018, Phone: 610-865-3000.

Contracts 1 through 4: To bid the Project, prospective bidders must obtain the Contract Documents in PDF format directly from CHA by contacting dei@chasolutions.com. Documents will be sent electronically after receipt of a non-refundable fee of one hundred dollars ($100.00). Checks or money orders shall be made payable to "CHA" and mailed to 1 E. Broad Street, Suite 310, Bethlehem, PA 18018. Cash will not be accepted. Bidders must supply the following information with their request for documents: the contract(s) you are bidding on, company name, contact person, complete address, phone and cellular numbers, and email address. Documents will be available November 12, 2026.

By Resolution of the BOARD OF SCHOOL DIRECTORS
READING SCHOOL DISTRICT

TO APPEAR: November 12, 2026
November 16, 2026
November 23, 2026

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READING SCHOOL DISTRICT
HS ATHLETICS FACILITY PHASE 3 RENOVATION

QUALIFICATIONS QUESTIONNAIRE

Date: _____, _____

1. Companies that wish to submit a Bid for this Project must submit this Qualification Statement with their Bids.

2. Only Companies which are determined to be responsible contractors under applicable law will be designated as qualified Bidders.

3. The Instructions to Bidders govern the Owner's consideration of this completed Qualification Statement and any other requirements that will be considered in making an award.

4. All prospective Bidders must complete this form by answering all questions, and supplying all requested documents, using the spaces indicated (with additional pages if necessary) and attaching documents as required and submit the completed form with their bid by the deadline established in the Advertisement or Invitation to Bid.

I. Capability

1. Form of organization (sole proprietorship, partnership, corporation, etc.)
_____
_____
_____
_____
_____
_____

2. Years the organization has been in business as a contractor under its present name.
_____
_____
_____

3. List of all affiliated or subsidiary organizations and companies.
_____
_____
_____
_____
_____

4. List of all organizations and individuals who have a financial interest of or a specified percentage in the company.

5. Any other organization or individual who controls bidding or operation of the organization.

6. Identification of all offices.

7. The numbers, categories, and locations of all employees and officers.

8. The officers, administrators, managers, and superintendents who will be assigned to the project - identification of qualifications, with specific attention to years in present position, years of construction experience, and magnitude and type of work.

9. Any work the organization has performed for the Reading School District.

10. Other public work that the organization has performed in Pennsylvania (up to ten most recent projects). For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, change orders, final contract amount, if completed on time, kind of work, and nature of project.

11. Other projects involving multi-prime contracts on which the organization has served as a prime contractor (up to ten most recent projects). For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, change orders, final contract amount, if completed on time, kind of work, and nature of project.

12. Other projects for the type of construction that is to be undertaken, performed by the organization at any time. For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

13. Projects constructed with Critical Path Method (CPM) or some other form of computerized project scheduling and capabilities that otherwise can be provided. For each, identify the name and address of owner, location of project, nature of contract (prime, sub, etc.), contract amount, kind of work, and nature of project.

14. Projects awarded but which the organization failed to complete. Identify dates, name and address of owner, name and location of project and kind of work, and the reasons the project was not completed.

15. Equipment owned that will be utilized on the project by type, size or capacity, years of service, and condition.

16. Leased equipment that will be utilized on the project by type, size or capacity, years of service, and condition.

17. Portion of the contract to the nearest ten percent (10%) that the bidder expects to perform using its own labor and equipment.

II. Financial Integrity

1. Attach the most recent audited and CPA certified financial statement with certification, date of preparation, name and address of preparer (financial information can be treated as confidential if placed in a sealed envelope and marked as such).

2. Net working capital (current assets over current liabilities) and date of determination.

3. Identification of credit lines, with information on the total lines, amounts drawn down, and amounts remaining.

4. Identification of the contractor's surety for the required performance bond, total bonding capacity, and available bonding capacity. Also list bonding company A.M. Best Rating and Financial Rating.

III. Conduct

1. All felony convictions, all bidding related offenses, and all misdemeanor convictions involving moral turpitude of the organization, its affiliates, its owners holding more than a specified percentage interest, its officers, and its administrators, managers, and superintendents that will be assigned to the project.

2. Debarments, suspensions, and denials of prequalification of the organization for any federal, state, local, or governmental contracting.

3. Construction-related disputes of any kind including lawsuits, arbitrations, mechanics liens, and other claims that the organization has been involved in. Provide a summary of each item.

4. Proceedings of an administrative enforcement nature of whatever kind, including environmental, wage and hour, prevailing wage, employment discrimination, or other kind of proceeding. Provide a summary of each item.

5. List any prevailing wage disputes, investigations, or complaints filed against the firm or any officers.

6. Unpaid obligations to local, state, or federal taxing authorities, including but not limited to income, withholding, and unemployment taxes.

7. Cancellation, termination, or rescission of contracts of insurance or suretyship.

8. Provide all other information requested in accordance with Instructions to Bidders or any other information requested by Owner as part of its investigation.

IV. Safety and Training

1. Provide a copy of your Workmen's Compensation Experience Modification Factor for the past three (3) years.

2. Identify any safety violations, accidents, or injuries on any projects over the last five (5) years.

3. Provide a summary and proof of any training or other programs that are available, endorsed, or paid by your company and made available to employees.

4. Provide a summary of your safety training and compliance programs.

When the Bidder is an individual proprietor:

WITNESS:

_____ _____(SEAL)
Signature of Witness Signature of Proprietor

_____
Print Name of Proprietor

When the Bidder is a partnership:

_____
Print Name of Partnership

_____
Address

_____
City, State, Zip Code

_____
Phone number with Area Code

WITNESS:

_____ _____(SEAL)
Signature of Witness General Partner

When the Bidder is a corporation:

_____
Print Name of Corporation

_____
Address

_____
City, State, Zip Code

_____
Phone number with Area Code

ATTEST:

_____
Secretary/Assistant Secretary/
Treasurer/Assistant Treasurer
or other authorized representative

BY:_____(SEAL)
President/Vice President or
other authorized representative

_____
Print name of corporate representative

(CORPORATE SEAL)

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SECTION 001154 – AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Surety, a corporation existing under the laws of the State of _____,
and authorized to transact business in the Commonwealth of Pennsylvania hereby agrees intending to be legally bound hereby, to execute and deliver to the READING SCHOOL DISTRICT, within the time limit specified in the Contract Documents, the Performance Bond and Payment Bond in the forms included in the Contract Documents each in an amount of 100% of the Contract Sum, in favor of the READING SCHOOL DISTRICT, as required for the faithful performance and proper fulfillment of the contract for the High School Athletics Facility Phase 3 Renovation Project at Reading High School, 801 North 13th Street, Reading, Berks County, Pennsylvania, on behalf of _____ (hereinafter called the Bidder) provided that the above contract be awarded to the Bidder within sixty (60) days after the date of opening of the bids or otherwise as set forth in the Instructions to Bidders.

Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bonds and agreement, then the Surety shall pay to the Reading School District, hereinafter called the Obligee, any difference between the total amount specified in said Bidder's proposal for the required work and the amount of which said Obligee may procure the same work, if the latter amount be in excess of the former, plus any advertising, architectural, legal, and other expenses incurred by Obligee; provided, however, that the obligations of Surety hereunder shall not exceed the amount of bid security provided by the Bidder together with interest.

Dated: _____, 20__ _____
(CORPORATE SURETY)

WITNESS OR ATTEST:

_____ By: _____
Attorney-in-Fact*

NAME: _____
(Please type)

*Attach an appropriate Power of Attorney, dated as of the same date as this Agreement, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION 001154

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SECTION 001155 – LETTER OF INSURER

DATE: _____

TO: JESSE C. LEISAWITZ, ESQ., CHIEF LEGAL OFFICER
READING SCHOOL DISTRICT
800 WASHINGTON STREET
READING, PA 19601

Dear Mr. Leisawitz:

The undersigned insurance agent, licensed to do business in the Commonwealth of Pennsylvania and authorized to issue this letter on behalf of the following insurance company or companies:

_____

_____

hereby represents that if

_____
(Insert name of Bidder)

is awarded the contract for the construction of the project, as is described in the Contract for Construction, then the above-named insurance company or companies will issue insurance, naming Reading School District, CHA and all consultants, Hord Coplan Macht dba SCHRADERGROUP Studio and all consultants, City of Reading and its consultants, and each of their/its officers, agents, and employees as additional insured, for the coverages and in the amounts required by the Contract Documents, as set forth in Article 11 of the General Conditions.

_____
(Name of Agent)

By: _____
(Authorized Representative)

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SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the General Conditions of the Contract for Construction (the “General Conditions”), have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-Bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the Contract Documents (including all Addenda issued prior to receipt of Bids). The numbering system refers to Articles.

2. COPIES OF BIDDING DOCUMENTS

2.1 In order to Bid the Project, complete sets of PDF documents must be obtained, in the number and for the deposit fee, if any, stated in the Advertisement or Invitation to Bid. The fee for Bidding Documents is non-refundable.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner, Architect, or Construction Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Bidding Documents consist of Contract Documents (and all reference standards), specifications, addenda, and drawings. Bidder is responsible to make sure that the set of Bidding Documents is complete and that any printed contract document is legible and represents properly all the information as represented in the PDF file.

2.3 Owner, Architect, and Construction Manager, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 **The following information must be completed and submitted with the appropriate bid form.**

3.1.1 The Request for Qualifications questionnaire found in Section 001153. Use additional pages to complete any of the sections if more space is needed. Bidder’s failure to fully and accurately disclose all information requested in the Request for Qualifications questionnaire shall constitute grounds for Bidder’s disqualification from being considered the lowest responsive, responsible Bidder, in the Owner’s sole discretion.

3.1.2 Executed Agreement of Surety found in Section 001154 and appropriate Power of Attorney.

3.1.3 Executed Letter of Insurer found in Section 001155.

3.1.4 Executed and notarized Non-Collusion Affidavit found in Section 004519.

3.1.5 Executed Bid Bond found in Section 004313.13, or other Bid Security as referenced in Article 6 of this Section.

3.2 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, insurance certificates, previous experience of the Bidder and its assigned personnel, present commitments, and any other information that may be requested by the Owner. Each Bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to award of the Contract. Owner reserves the right to reject Bidder if he cannot satisfy all of the Qualification Requirements, including those listed in the Technical Specifications.

3.3 In determining the lowest responsible Bidder, the Owner will consider the integrity, efficiency, and experience of the Bidder and its assigned personnel, promptness, current workload, financial capability, performance on recent projects, references from owners, architects, and engineers, list of potential sub-contractors, schedule of values, and ability to successfully and timely complete the Project**.** The apparent low Bidder must demonstrate competency and provide any or all of the above information requested within five (5) days of request. Owner reserves the right to reject the Bidder as non-responsive if all the information is not received on time and/or does not reasonably satisfy the Owner’s evaluation process.

3.4 In addition to all the requirements specified in Articles 3.1, 3.2 and 3.3 regarding qualifications of Bidders, the Owner will evaluate Bidders using the following additional criteria:

3.4.1 The Bidder and its assigned personnel must have successfully performed a minimum of 3 previous Pennsylvania public school projects within the last 5 years of similar type or a contract value of at least seventy percent (70%) of the amount of the Bidder’s Base Bid. Provide references including telephone number and contact person.

3.4.2 The Bidder shall perform not less than ten percent (10%) of the actual construction Work with staff employed directly by the Bidder. Project management shall NOT be included in this percentage.

3.4.3 The Bidder, or its assigned personnel, must have successfully performed at least 3 Pennsylvania public school projects within the last 5 years where they have managed multiple trades and coordinated and scheduled all the activities for projects as per Article 3.4.1. Provide references including telephone number and contact person.

3.4.4 An Agreement of Surety certifying that the Surety Company is committed to provide the Bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract amount. The

Surety Company must have an AM Best rating of A- or higher and a financial rating of Class X or higher.

3.4.5 The Bidder's performance on previous projects including claims, litigation, coordination of work, staffing, and timely completion. If it is determined that the Bidder has not fully performed previous projects in a coordinated, timely, and good and workmanlike manner, the Owner reserves the right to reject the Bid.

3.4.6 The Bidder shall also refer to Articles 11 and 16.

3.5 Owner shall be entitled to recover attorneys' fees and costs incurred in defending any unsuccessful challenge brought by a Bidder in its own name or as proxy for a School District resident to Owner's award of a contract to another Bidder, from the Bidder who brought the unsuccessful challenge as more fully set forth in Section 13.8.1 of the General Conditions of Contract.

3.6 All Bidders should be aware that the Owner encourages and promotes MBE (Minority Business Enterprise) and WBE (Women's Business Enterprise) participation for this Project. Bidders are encouraged to do their own research on the qualifications, and other factors, in preparing a comprehensive and responsible Bid.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder, before submitting a Bid, to:

(1) Examine the Contract Documents thoroughly.
(2) Visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing the Work.
(3) Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
(4) Confirm the ability to work in the City of Reading and obtain all required contractor licenses, business privilege license and to meet any and all current requirements to commence work in accordance with the contract schedule.
(5) Study and carefully correlate Bidder's observations with the Contract Documents.
(6) Notify Architect of any conflicts, errors, or discrepancies discovered in the Contract Documents.

4.1.1 REVIEW OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall thoroughly examine and be familiar with the Specifications and Drawings. The failure or omission of any Bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from obligation with respect to its Bid. By submitting a Bid, the Bidder agrees and warrants that he has examined the site and the Specifications and Drawings and, where

Specifications and/or Drawings require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate, and the required result can be produced under the Specifications and Drawings. No claim for any additional costs will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper plans and specifications and whenever a result is required, the successful Bidder shall furnish any and all extras and make any changes needed to produce the required result for the sum stated in the form of proposal.

B. Should any Bidder find discrepancies, duplications, or omissions in the documents or have doubt as to the meaning expressed by the Contract Documents, he shall make inquiry at once in writing to the Architect and/or Construction Manager. Where changes, corrections, or clarifications to Contract Documents are deemed necessary by the Architect and/or Construction Manager, he will issue written Addenda accordingly. Addenda shall be a part of the Contract Documents. No oral, telephone, or letter instructions will be considered as having effect upon the Contract Documents; Addenda only shall constitute change to them. Bidders and sub-Bidders are urged to make early examination of Contract Documents and make inquiries about them if necessary, even though prices may not be determined until late in the bidding period.

4.2 The site may be made available for visits at the pre-bid conference and at the other specific designated dates and times determined at the pre-bid.

4.3 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to Owner and Architect and/or Construction Manager by owners of such underground facilities or others. Owner and Architect and/or Construction Manager do not assume responsibility for the accuracy or completeness of the location of underground facilities at or contiguous to the site. Successful Bidder shall verify the location of all underground utilities prior to any excavation.

4.4 Successful Bidder for the General Contract is responsible, on behalf of the Owner, for providing the physical markings of all existing utilities including those on site as indicated on the drawings or that may be identified in the field. The locations shown on the drawings are approximate. The Bidder must include in its proposal the cost for hand-dug test holes, or other means, to ascertain the precise position of such underground facilities on the site owned by the Owner. This verification should be performed for any utilities to be relocated, removed, modified, or that may otherwise interfere with planned work. The utilities in the public right of way will be identified and marked by the appropriate facility owner as per the requirements of the PA One Call Act as amended. Physical layout is to be performed in full compliance with the PA One Call PA Act 287 of 1974 as amended by Act 18 of 1996 and Act 50 of 2017.

4.5 The Owner, Architect, and Construction Manager will not be responsible for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions. This information is provided based on information available. Bidder assumes responsibility for verifications, adjustments, and modifications that may be required since this is generally recognized as inherent to the work of the Contract Documents.

4.6 Before submitting a Bid, each Bidder will, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.7 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

4.8 The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the Bidder in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.9 The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Documents and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be directed as listed below. Interpretations or clarifications considered necessary by the Architect in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Architect and/or Construction Manager as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only interpretations or clarifications issued by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Construction Manager, Owner, or Architect.

5.3 All questions must be submitted in writing as follows. Phone calls are not permitted.

5.3.1 All questions must be sent to:

Seth Hammonds (SHammonds@sgarc.com)
Hord Coplan Macht dba SchraderGroup Studio (SGA)

5.3.2 All MEP questions must be copied to:

David Resh (davidr@cemec.com)
Consolidated Engineers

5.3.3 **All questions must be copied to**:

Rod Rodriguez (RRodriguez@chasolutions.com)
CHA Consulting, Inc. (CHA)

Jessica Deegan (JDeegan@chasolutions.com)
CHA Consulting, Inc. (CHA)

6. BID SECURITY

6.1 A Bid shall be rejected unless accompanied by a Bid Security in the amount of ten percent (10%) of the total of the Base Bid. Bid Security shall be in the form of a certified check or bank cashier's check payable to Owner or a Bid Bond in the form set forth herein, naming as Obligee, the Owner.

6.2 The Owner may declare the Bid Security forfeited to the Owner if, following such issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to deliver the items required for complete evaluation and for contract execution required by the Bidding Documents and within the time required by the Bidding Documents.

6.3 If Bid Security is submitted in the form of a Bid Bond, the Bid Bond shall be submitted on the form referenced in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond, or if dated prior to the date of the Bid Bond, the Power of Attorney shall have a Certification that certifies that the Power of Attorney remains in full force and effect as of the date of the Bid Bond, and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business as a surety within the Commonwealth of Pennsylvania, have an AM Best rating of 'A-' or higher and a financial rating of Class X or higher and shall be named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial

Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular of revisions thereof. Any bond must be acceptable to Owner.

6.4 The Bid Security of Bidders will be returned (unless forfeited as stated above) at the Bidder's request, upon (1) the execution of the Agreement Between Owner and Contractor by Owner, or (2) the rejection of all Bids by Owner, or (3) the expiration of the firm bid period set forth in Section 17.2 of these Instructions to Bidders. The Owner shall not be liable for any interest on Bid Security which is held in accordance with these Instructions to Bidders.

7. NON-COLLUSION AFFIDAVIT

More than one proposal for the contract from an individual, partnership, corporation, or an association under the same or different name will be grounds for the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future proposals. A Non-Collusion Affidavit shall be executed, notarized, and submitted with the Bidder's proposal using the form set forth in Section 004519.

8. CONTRACT TIME

The Bidder acknowledges that a condition of the Contract is that time is of the essence of the Contract and the number of calendar days within which, or the dates by which, the Work is to be substantially completed and finally completed and ready for final payment (the Contract Time) are set forth in the Contract Documents and are accepted by the Bidder without exception or conditions.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Contract Documents.

10. SUBSTITUTIONS OR "OR-EQUAL" ITEMS

The various materials and products specified in the specifications by name or description are given to establish a minimum acceptable standard of quality and of cost for bid purposes. When proprietary names are used, and there does not follow a "listing" of acceptable approved manufacturers and/or products, then the proprietary named item must be included in the Bid proposal without substitution. When proprietary names are used, and there follows a "listing" of acceptable "approved" manufacturers and/or products, then the Bidder may base the Bid on either the proprietary product or any from the "listing" acceptable "approved" manufacturers and/or products for the Base Bid and alternate Bid as indicated. When proprietary names are used, and there are alternates on the Bid form, then the Bidder shall base its Bid on the proprietary product or any from the "listing" of approved manufacturers and/or products for the Base Bid and alternate bid(s) as indicated. Bidders may request approval prior to Bid opening of non-listed items as

substitutions in accordance with these specifications and Instructions to Bidders. No substitutions will be considered prior to receipt of Bids unless written request for approval has been received by the Architect only from prime contract Bidders at least ten(10) days prior to the date for receipt of Bids. Such requests shall be in accordance with substitution request procedure listed in Specification Section 002625, and any other requirements at the Architect, Owner, or Construction Manager's discretion. Unless the Bidder obtains approval of a substitution prior to the submission of Bids, the Bidder must furnish the specified or listed item regardless of whether or not they were included in its Bid. The Bidder shall be required to coordinate and pay for any conditions which are required to accommodate the listed or alternate item, including the reimbursement of other affected prime contractors if the project is a multi-prime project.

In order to prequalify as a substitution, all alternative manufacturers' information should be submitted by a prime contract Bidder and should include:

- Technical, warranty, and manufacturer's data specified. A line-by-line comparison of all specified items in the Specification must be made. Submission must be made ten (10) days prior to Bid opening.
- Architect will review submission and any acceptable substitutions will be listed in an addendum. All manufacturers not specifically approved as a substitution by addendum shall not be considered.
- Only manufacturers that are qualified prior to the Bid opening will be considered acceptable manufacturers.

10.1 The approval of a substitution shall be at the sole determination of the Architect and upon approval of the Construction Manager and Owner, if a proposed substitution is approved prior to receipt of Bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals in any other manner. If a proposed substitution is not specifically approved by addendum, they are rejected.

10.2 No substitutions will otherwise be considered after the Contract award absent proof that the specified item is not commercially available and cannot be provided through no fault of the Bidder.

10.3 No substitutions will be considered for approval prior to the opening of Bids unless received by the Architect no less than ten (10) days before Bids are due.

11. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.1 All Subcontractors proposed for the project shall have been in business for a minimum of five (5) years and must have a successful record of completing, at a minimum, five (5) projects of similar size and cost. Subcontractors must also have business insurance including commercial general liability insurance, automotive liability insurance, and worker's compensation insurance, adequate resources of manpower, tools, and equipment and must meet the IRS criteria for an independent contractor. Contractors shall reference the IRS website for the definition of an independent contractor: https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-self-employed-or-employee

11.2 At the Owner's request, the identity of certain Subcontractors, suppliers, and other persons or organizations (including those who are to furnish the principal items of material and equipment) is to be submitted to Owner in advance by the apparent Successful Bidder, and any other Bidder so requested. Within five (5) days after the Bid Opening, submit to Owner a list of all such Subcontractors, suppliers, and other such persons or organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, supplier, person, or organization if requested by Owner. If Owner and Construction Manager, after due investigation, have reasonable objections to any proposed Subcontractor, supplier, and other person or organization, then Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.

11.3 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposed to use acceptable Subcontractors, suppliers, and other persons and organizations. Provided the apparent successful Bidder does not challenge Owner's award to the next lowest Bidder, declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.

12. BID FORM

12.1 THE BID FORM SHALL NOT BE ALTERED. ALTERED BID FORMS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

12.2 The Bid Form is included with the Bidding Documents; NO additional copies will be provided.

12.3 All blanks on the Bid Form must be completed in ink or by type.

12.4 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by the evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.5 Bids by limited liability companies must be executed in the limited liability company name and signed by an authorized member or manager, whose title must appear under the signature, and the official address of the limited liability company must be shown below the signature.

12.6 Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

12.7 All names must be typed or printed below the signature.

12.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Properly issued Addenda shall be binding upon all Bidders, regardless of whether a Bidder fails to acknowledge receipt.

12.9 The street address, email address, and telephone number for communications regarding the Bid must be shown.

12.10 If there is a discrepancy between the written words and numerical figures written on the bid form, the written words shall prevail.

12.11 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct sum.

13. ALTERNATES

All requested alternates as defined in the Bidding Documents shall be bid. Provide prices for those alternates indicated on the Bid Form. Include changes to Contract Sum. Methods for bidding alternates are as specified in Division 01.

13.1 The Bidder agrees to modify the Base Bid by the amounts stated for alternates as requested on the Bid Form and specified in the Bidding documents.

13.2 The Owner shall have the right to accept or reject alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.

13.3 Alternate work shall be completed within the same time frame as indicated on the Contract Documents for associated work. No alternate shall modify the project material allowances unless stated within the allowance description.

13.4 If there is no change in the contract amount for any alternate write “NO CHANGE” or “Zero (0)” in the blank.

13.5 If there is no bid for the alternate write “NO BID” in the blank. If Owner selects an alternate not bid, the Bidder shall not receive the award.

13.6 Enter the amount for each alternate on the line pre-marked as “ADD” and/or “DEDUCT”. Where both the words “ADD” and “DEDUCT” are provided for an alternate, strike through one of the words so that the appropriate word remains.

13.7 The failure to enter an amount of “NO CHANGE” or “NO BID” in the blanks for an alternate shall be treated conclusively as a Bid of zero dollars for the work described in the alternate.

14. UNIT PRICES

Provide unit prices described on the Bid Form in accordance with requirements specified in the Bid Form and Bidding Documents. Unit prices will be used for adjustment of the

Contract Sum if any are required. The Owner reserves the right to reject any unit prices bid.

15. ALLOWANCES

Include all allowances listed on the Bid Form(s) and Bidding Documents in the Base Bid price. Do not adjust allowances for any alternates unless specifically listed in the alternate.

16. SUBMISSION OF BIDS

16.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted. Envelopes shall contain the name and address of the Bidder and accompanied by the documents listed in Article 3.1. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face of it. Two original copies of all documents is required to be submitted at the time of Bid. Receipt of Bid is acknowledged when delivered to the Owner and not when mailed.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS

17.1 Bidders will be given permission to withdraw any proposal after it has been received by the Owner, provided the Bidder or its agent duly authorized to act for him, personally appears at the Owner’s Business Office with a written request signed by the Bidder prior to the time set forth for the opening of the Bids. At the time set for the opening of Bids, the withdrawn proposal will be returned to the Bidder. Such withdrawn proposals will not be opened or read at the Bid opening. Bids may not be modified after submittal.

17.2 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless the Owner is delayed in awarding the Contract due to the failure to receive a required approval/permit from one or more reviewing bodies/governmental agencies having jurisdiction over the Project, the sale of bonds, or the award of a grant, in which case, Bids shall be irrevocable for 120 days after Bid opening. Absent an exception for extending time for the award of the Contract, the Owner and the lowest responsible and responsive Bidder may mutually agree in writing to extend the time for the Owner to award the Contract.

17.3 Neither the designation of the apparent lowest responsible Bidder, nor the issuance of a Notice of Intent to Award to the Bidder so designated shall operate to release any other Bidder from its Bid. Each such other Bidder, unless earlier released from its Bid by specific action of the Owner, shall remain bound by its Bid until the earlier of (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder whom the Award of Contract has been made, or (2) the expiration of the firm Bid period stipulated above.

17.4 Negligence by the Bidder in preparing its Bid confers no right of withdrawal or modification of its proposal after such proposal has been opened. No claims on account of mistakes or omissions of any proposal will be considered. Notwithstanding the above, a Bidder may withdraw its Bid within two (2) business days after the Bid opening time in accordance with the Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. §1601 et seq., as amended. A Bid which has been opened may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a Bid after opening.

18. OPENING OF BIDS

18.1 Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Base Bids and major alternate(s) (if any) will be made available to Bidders after the opening of the Bids.

19. AWARD OF CONTRACT

19.1 The Owner's intent is to enter into Contracts with the lowest responsible and qualified Bidders.

19.2 The Owner reserves the right to reject any and all bids. The Owner reserves the right to waive informalities or technicalities in any Bid in accordance with law. The Owner reserves the right to disregard all nonconforming, non-responsive, unbalanced, or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Bidding Documents. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct sum.

19.3 In evaluating Bids, Owner will consider the qualifications of such Bidders (see Article 3), whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 Owner may consider the qualifications and experience of Subcontractors, suppliers, and other persons or organizations proposed for any portions of the Work requested by Owner. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

19.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of Bidders, subcontractors, suppliers, and other persons or

organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

19.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award within sixty (60) days after the day of Bid opening unless extended as set forth in these Instructions to Bidders.

19.7 The Owner reserves the right to waive non-material defects, informalities, or technicalities in any Bid in accordance with the law.

20. CONTRACT SECURITY & INSURANCE

20.1 The General Conditions set forth the Owner's requirements as to Performance Bonds, Payment Bonds, and insurance requirements.

20.2 The apparent low Bidder must provide Payment and Performance Bonds in the forms included in the Contract Documents and all Certificates of Insurance or other insurance information as required pursuant to the General Conditions of the Contract within ten (10) days of the issuance of Notice of Intent to Award. **Other bond forms will not be accepted**. Failure of the apparent low Bidder to provide original executed Payment and Performance Bonds in the required form within the required time may result in forfeiture of the Bid Security, in the Owner’s sole discretion.

21. SIGNING OF AGREEMENT

When Owner issues a Notice of Intent to Award to the Successful Bidder, the Successful Bidder shall within ten (10) days thereafter, deliver to the Owner, four (4) original copies of the required bonds, insurance certificates, and any other documents that may be requested with the Notice of Intent to Award. Within ten (10) days thereafter, the Construction Manager will deliver four (4) agreements to Successful Bidder. The Successful Bidder shall sign the agreements and return all original documents to the Construction Manager. The Construction Manager will forward the agreements to the Owner for signature. The Owner will return one (1) signed agreement to the Successful Bidder and Construction Manager.

22. RETAINAGE

Retainage will be in accordance with the Contract Documents. Reference Article 9 of the General Conditions.

23. PREVAILING WAGES

Pennsylvania Prevailing wage rates will apply to this project. The Contractor and its subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq. which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry shall be paid

for each craft or classification of all workmen needed to perform work on the Project during the term hereof for the locality in which the work is to be performed. Reference Article 16.3 of the General Conditions.

24. COMPETENT WORKMEN

No person shall be employed to perform any work under the Contract if they are not legally eligible to be employed under applicable state and federal law or if they are not a trained, competent workman, or mechanic, as applicable. For purposes of this Section, no workman or mechanic, as applicable, shall be regarded as competent unless he shall be duly skilled in the applicable branch of labor, and paid the applicable prevailing wage pursuant to Article 16.3 of the General Conditions.

24.1 The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ('the Act') which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. The Contractor and its Subcontractor (as such term is defined in the Act) are required to comply with the Act and the Statement of Policy as published in the Pennsylvania Bulletin, December 29, 2012, and effective January 1, 2013. Reference Article 16.4 of the General Conditions. The Public Works Employment Form (E-Verify) is included as Exhibit ITB-A to these Instructions to Bidders.

24.2 Criminal History and Child Protective Service Information: Prior to commencing the Work, the Contractor shall supply the Owner with state and federal criminal history reports and child abuse clearances for all employees, agents, and Subcontractors who will be on the Owner's property. Refer to Article 16.10 of the General Conditions for clearance requirements. Clearance forms are included as Exhibits ITB-B, ITB-C, ITB-D, ITB-E, and ITB-F to these Instructions to Bidders.

25. PENNSYLVANIA HUMAN RELATIONS ACT 222:

Reference Article 16.2 of the General Conditions.

26. NON-DISCRIMINATION / SEXUAL HARASSMENT:

Reference Article 16.9 of the General Conditions.

27. ANTI-POLLUTION LEGISLATION

Reference Article 16.7 of the General Conditions.

28. EROSION CONTROL

The Successful Bidders shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Code, relating to Soil Erosion and Sedimentation Control. Reference Article 16.8 of the General Conditions.

29. PUBLIC WORKS CONSTRUCTION CONTRACTS

In consideration of the funds awarded and activities funded under the Contract which involves construction, reconstruction, alteration, repair, improvement, or maintenance of a building, structure, or improvement ("The Work"), the Successful Bidder agrees to perform in accordance with the following:

29.1 Steel Products Procurement Act. Reference Article 16.6.1 of the General Conditions.

29.2 Trade Practices Act. Reference Article 16.6.2 of the General Conditions.

29.3 Public Works Contractor's Bond Law of 1967. Prior to the award of any Contract for any Work on the Project, the contractor to whom the contract is to be awarded must furnish the following bonds which shall become binding upon the award of such Contract:

1. A performance bond at 100 percent of the Contract Sum, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract. Such bond shall solely for the protection of the Owner which awarded said contract.
2. A payment bond at 100 percent of the Contract Sum. Such bond shall be solely for the protection of claimants supplying labor or materials to the Successful Bidder, its contractor(s) or to any of its Subcontractors, in the prosecution of the work provided for in such Contract and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
3. Reference Article 11.1.2 of the General Conditions for additional requirements.

30. SEVERABILITY

30.1 Should any section or any part of any section of the Contract be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of the Contract.

31. AMERICANS WITH DISABILITIES ACT

During the term of this Contract, the Successful Bidder agrees as follows:

31.1 Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et. Seq., the Successful Bidder understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing the Contract, the Successful Bidder agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts.

32. HEALTH AND SAFETY

32.1 Reference Article 10 of the General Conditions.

33. BONDS & INSURANCE

33.1 The Bidder will be required to furnish a Bid Bond, Performance Bond, and a Labor and Material Payment Bond, each Bond in the amount of one hundred percent (100%) of the Contract Price in the form provided in the Contract Documents. Said Sureties shall be listed on the current Federal Register and have an AM Best rating of 'A-' or better and a financial rating of Class X or higher.

33.2 Insurance companies must be rated 'A-' or better in A.M. Best.

33.3 Bidder shall include the cost of the Bonds & Insurance in their Bid.

33.4 Bidder shall provide the insurance required in the General Conditions.

34. PRE-BID CONFERENCE

34.1 The mandatory Pre-bid Conference will be held on the date and time listed in the Advertisement for Bids. Representatives of Owner, Construction Manager, and Architect will be present to discuss the Project. Architect will transmit to all prospective Bidders of record such Addenda, as Architect considers necessary in response to questions arising at the Conference. Non-attendees will <u>not</u> be permitted to bid.

35. PROJECT FINANCING

35.1 The Work to be done under the Contract is public work and may be financed in whole or part by the Owner (a public body) by issuance of bonds, which are subject to various qualifications and restrictions. The Owner, in such case and in good faith, intends to consummate such financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may at any time cancel any award made by it, or cancel any contract entered into with any Bidder,

without liability to the Bidder, at any time before the Bidder has been given written notice to proceed and has actually begun Work under the Contract if financing satisfactory to the Owner cannot reasonably be consummated as contemplated, or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

36. FAILURE TO EXECUTE CONTRACT

Failure of the Successful Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, or execute the Contract within the time specified, shall constitute a default by such Bidder and the Owner may, at its sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of its Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess.

END OF SECTION 002113

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Exhibit ITB-A

Commonwealth of Pennsylvania

Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: _____

Doing Business As: _____
(if different from Legal Name)

Mailing Address: _____
Street Address 1

_____
Street Address 2

_____
City State Zip Code

Check one: ☐ Contractor ☐ Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

Date Enrolled in E-Verify (MM/DD/YYYY): _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's date, _____**,** our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I,_____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

_____ _____
Authorized Representative Signature **Date of Signature**

Printed Name: _____

Phone Number: _____ **Email:** _____

Exhibit ITB-B

IdentoGO

Fingerprint Service Code Form

PA Department of Education Use Only



Service Name: School Districts

To Schedule your ten-minute fingerprint appointment, simply visit https://uenroll.identogo.com and enter the following Service Code

1KG6XN

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

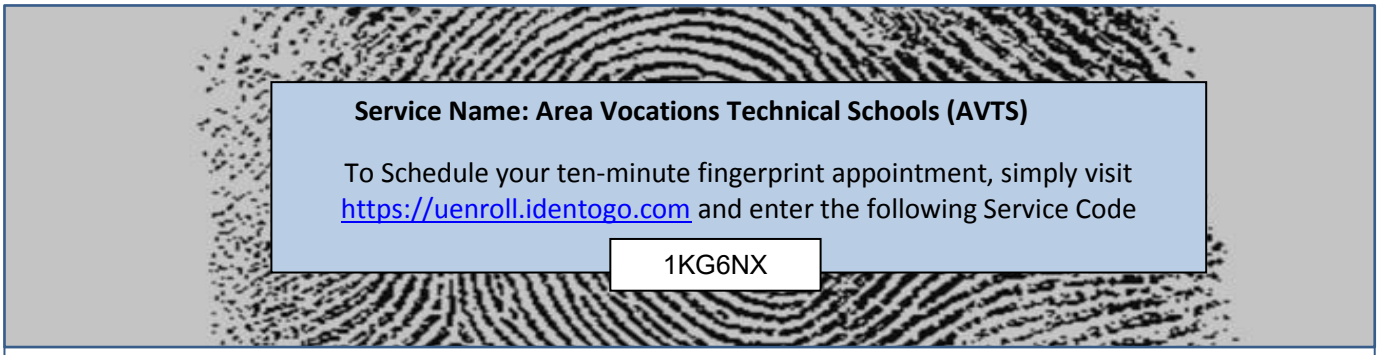
- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate

Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

IdentoGO

Fingerprint Service Code Form

PA Department of Education Use Only



Service Name: Area Vocations Technical Schools (AVTS)

To Schedule your ten-minute fingerprint appointment, simply visit https://uenroll.identogo.com and enter the following Service Code

1KG6NX

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

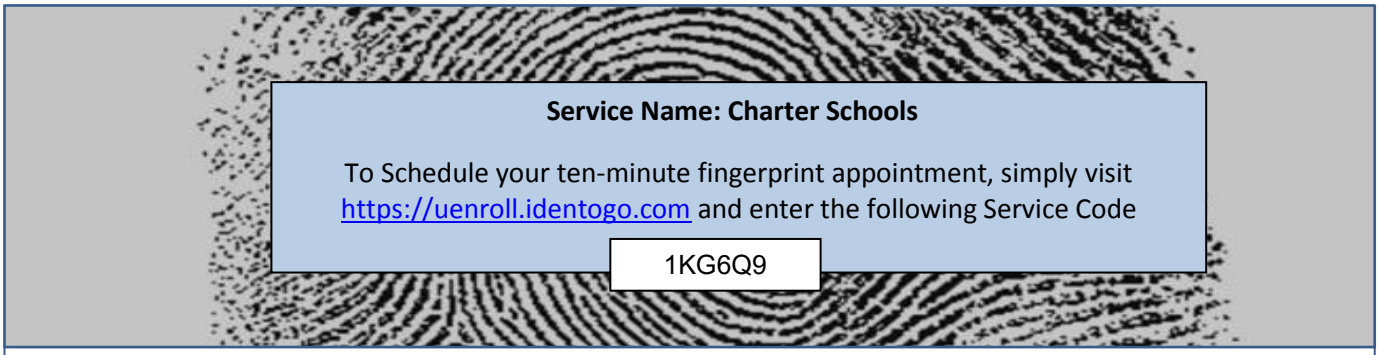
- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate

Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

IdentoGO

Fingerprint Service Code Form

PA Department of Education Use Only



Service Name: Charter Schools

To Schedule your ten-minute fingerprint appointment, simply visit https://uenroll.identogo.com and enter the following Service Code

1KG6Q9

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
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- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate

Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

IdentoGO

Fingerprint Service Code Form

PA Department of Education Use Only



Service Name: Intermediate Units (IU)

To Schedule your ten-minute fingerprint appointment, simply visit https://uenroll.identogo.com and enter the following Service Code

1KG6S7

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
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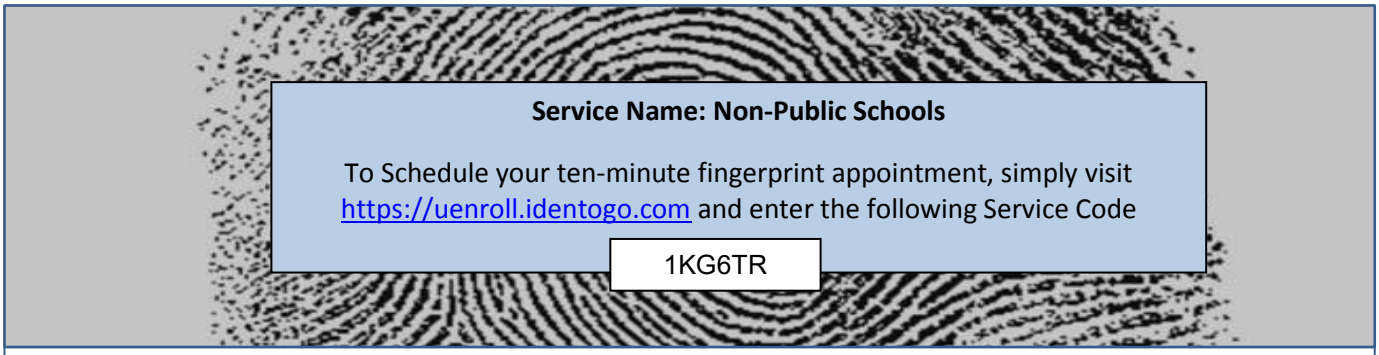
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate

Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

IdentoGO

Fingerprint Service Code Form

PA Department of Education Use Only



Service Name: Non-Public Schools

To Schedule your ten-minute fingerprint appointment, simply visit https://uenroll.identogo.com and enter the following Service Code

1KG6TR

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
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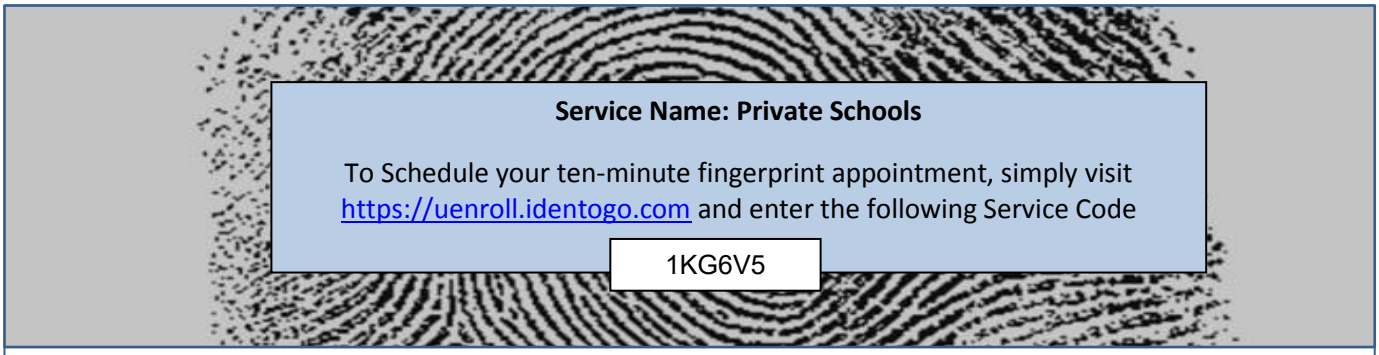
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate

Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

IdentoGO

Fingerprint Service Code Form

PA Department of Education Use Only



Service Name: Private Schools

To Schedule your ten-minute fingerprint appointment, simply visit https://uenroll.identogo.com and enter the following Service Code

1KG6V5

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Please bring one of the identification documents from the list below to your enrollment appointment.

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License PERMIT issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (or outlying possession of the U.S.) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Card/ Document (I-766) with Photo
- Foreign Driver's License (Mexico and Canada only)
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- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (for federally recognized U.S. tribes)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (Form DD-1172-2)
- Photo ID Waiver for Minors and U.S. Social Security Card or Birth Certificate

Don't have access to the Internet? You can still schedule an appointment by calling **844-321-2101**

SP 4-164 (12-2020)

PENNSYLVANIA STATE POLICE

REQUEST FOR CRIMINAL RECORD CHECK

1-888-QUERYPA (1-888-783-7972)

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester.

TRY OUR WEBSITE FOR A QUICKER RESPONSE
https://epatch.state.pa.us

REQUESTER NAME	
ADDRESS	
CITY/STATE/ ZIP CODE	
TELEPHONE NO. (AREA CODE)	

FOR CENTRAL REPOSITORY USE ONLY
CONTROL NUMBER

AFTER COMPLETION MAIL TO:

PENNSYLVANIA STATE POLICE
CENTRAL REPOSITORY – 164
1800 ELMERTON AVENUE
HARRISBURG, PA 17110-9758

DO NOT SEND CASH OR PERSONAL CHECK

CHECK ONE BLOCK

◯ **INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF $22.00, PAYABLE TO: "*COMMONWEALTH OF PENNSYLVANIA*" THE FEE IS NONREFUNDABLE**

◯ **NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF $27.00, PAYABLE TO: "*COMMONWEALTH OF PENNSYLVANIA*" THE FEE IS NONREFUNDABLE**

◯ **FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE**

SUBJECT OF RECORD CHECK

(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	**SOCIAL SECURITY NUMBER**	**DATE OF BIRTH (MM/DD/YYYY)**	**SEX** Select	**RACE** Select

The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information *contained in the files of the Pennsylvania State Police Central Repository only.*

FEES FOR REQUESTS - $22.00. NOTARIZED FEE REQUESTS - $27.00.
******MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA ******

REASON FOR REQUEST

◄◄◄◄◄◄CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST►►►►►►

◯ **INTERNATIONAL ADOPTION - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. ($27.00 FOR REQUEST)**

◯ **ADOPTION (DOMESTIC)** ◯ **EMPLOYMENT** ◯ **VISA** ◯ **OTHER**

WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.

Homeland Security is Everyone's Responsibility - Pennsylvania Terrorism Tip Line 1-888-292-1919

Exhibit ITB-D

ARREST/CONVICTION REPORT AND CERTIFICATION FORM

(under Act 24 of 2011 and Act 82 of 2012)

Section 1. Personal Information

Full Legal Name: _____

Date of Birth: _____/_____/_____

Other names by which you have been identified: _____

Section 2. Arrest or Conviction

☐ By checking this box, I state that I have NOT been arrested for or convicted of any Reportable Offense.

☐ By checking this box, I report that I have been arrested for or convicted of an offense or offenses enumerated under 24 P.S. §§1-111(e) or (f.1) ("Reportable Offense(s)"). See Page 3 of this Form for a list of Reportable Offenses.

Details of Arrests or Convictions

For each arrest for or conviction of any Reportable Offense, specify in the space below (or on additional attachments if necessary) the offense for which you have been arrested or convicted, the date and location of arrest and/or conviction, docket number, and the applicable court.

_____

_____

Section 3. Child Abuse

☐ By checking this box, I state that I have NOT been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

☐ By checking this box, I report that I have been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

Section 4. Certification

By signing this form, I certify under penalty of law that the statements made in this form are true, correct and complete. I understand that false statements herein, including, without limitation, any failure to accurately report any arrest or conviction for a Reportable Offense, shall subject me to criminal prosecution under 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

_____

Signature *Date*

INSTRUCTIONS

Pursuant to 24 P.S. §1-111(c.4) and (j), the Pennsylvania Department of Education developed this standardized form (PDE-6004) to be used by current and prospective employees of public and private schools, intermediate units, and area vocational-technical schools.

As required by subsection (c.4) and (j)(2) of 24 P.S. §1-111, this form shall be completed and submitted by all current and prospective employees of said institutions to provide written reporting of any arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) and (f.1) and to provide notification of having been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

As required by subsection (j)(4) of 24 P.S. §1-111, this form also shall be utilized by current and prospective employees to provide written notice within seventy-two (72) hours after a subsequent arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

In accordance with 24 P.S. §1-111, employees completing this form are required to submit the form to the administrator or other person responsible for employment decisions in a school entity. Please contact a supervisor or the school entity administration office with any questions regarding the PDE 6004, including to whom the form should be sent.

PROVIDE ALL INFORMATION REQUIRED BY THIS FORM LEGIBLY IN INK.

LIST OF REPORTABLE OFFENSES

- **A reportable offense enumerated under 24 P.S. §1-111(e) consists of any of the following:**

(1) An offense under one or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

- Chapter 25 (relating to criminal homicide)
- Section 2702 (relating to aggravated assault)
- Section 2709.1 (relating to stalking)
- Section 2901 (relating to kidnapping)
- Section 2902 (relating to unlawful restraint)
- Section 2910 (relating to luring a child into a motor vehicle or structure)
- Section 3121 (relating to rape)
- Section 3122.1 (relating to statutory sexual assault)
- Section 3123 (relating to involuntary deviate sexual intercourse)
- Section 3124.1 (relating to sexual assault)
- Section 3124.2 (relating to institutional sexual assault)
- Section 3125(relating to aggravated indecent assault)
- Section 3126 (relating to indecent assault)
- Section 3127 (relating to indecent exposure)
- Section 3129 (relating to sexual intercourse with animal)
- Section 4302 (relating to incest)
- Section 4303 (relating to concealing death of child)
- Section 4304 (relating to endangering welfare of children)
- Section 4305 (relating to dealing in infant children)
- A felony offense under section 5902(b) (relating to prostitution and related offenses)
- Section 5903(c) or (d) (relating to obscene and other sexual materials and performances)
- Section 6301(a)(1) (relating to corruption of minors)
- Section 6312 (relating to sexual abuse of children)
- Section 6318 (relating to unlawful contact with minor)
- Section 6319 (relating to solicitation of minors to traffic drugs)
- Section 6320 (relating to sexual exploitation of children)

(2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act."

(3) An offense SIMILAR IN NATURE to those crimes listed above in clauses (1) and (2) under the laws or former laws of:

- the United States; or
- one of its territories or possessions; or
- another state; or
- the District of Columbia; or
- the Commonwealth of Puerto Rico; or
- a foreign nation; or
- under a former law of this Commonwealth.

- **A reportable offense enumerated under 24 P.S. §1-111(f.1) consists of any of the following:**

(1) An offense graded as a felony offense of the first, second or third degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (10) ten years has elapsed from the date of expiration of the sentence for the offense.

(2) An offense graded as a misdemeanor of the first degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (5) five years has elapsed from the date of expiration of the sentence for the offense.

(3) An offense under *75 Pa.C.S. § 3802(a)*, (b), (c) or (d)(relating to driving under influence of alcohol or controlled substance) graded as a misdemeanor of the first degree under *75 Pa.C.S. § 3803* (relating to grading), if the person has been previously convicted of such an offense and less than (3) three years has elapsed from the date of expiration of the sentence for the most recent offense.

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Exhibit ITB-E
PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

Type or print clearly in ink. If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an $13.00 money order or check payable to the PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES or a payment authorization code provided by your organization. **DO NOT send cash.**

Certifications for the purpose of "volunteer having direct volunteer contact with children" may be obtained free of charge once every 57 months.

Send to CHILDLINE AND ABUSE REGISTRY, PA DEPARTMENT OF HUMAN SERVICES, P.O. BOX 8170 HARRISBURG, PA 17105-8170.

APPLICATIONS THAT ARE INCOMPLETE, ILLEGIBLE OR RECEIVED WITHOUT THE CORRECT FEE WILL BE RETURNED UNPROCESSED. IF YOU HAVE QUESTIONS CALL 717-783-6211, OR (TOLL FREE) 1-877-371-5422.

PURPOSE OF CERTIFICATION (Check one box only)

- ☐ Foster parent
- ☐ Prospective adoptive parent
- ☐ Employee of child care services
- ☐ School employee governed by the Public School Code
- ☐ School employee not governed by the Public School Code
- ☐ Self-employed provider of child-care services in a family child-care home
- ☐ An individual 14 years of age or older applying for or holding a paid position as an employee with a program, activity, or service
- ☐ An individual seeking to provide child-care services under contract with a child care facility or program
- ☐ An individual 18 years or older who resides in the home of a foster parent for children for at least 30 days in a calendar year
- ☐ An individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year
- ☐ An individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year
- ☐ An individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year
- ☐ Volunteer having direct volunteer contact with children

  If purpose is volunteer having direct volunteer contact with children, choose SUB PURPOSE:
  - ☐ Big Brother/Big Sister and/or affiliate
  - ☐ Domestic violence shelter and/or affiliate
  - ☐ Rape crisis center and/or affiliate
  - ☐ Other: _____
- ☐ PA Department of Human Services Employment & Training Program participant (signature required below)

SIGNATURE OF OIM/CAO REPRESENTATIVE

OIM/CAO PHONE NUMBER

AGENCY/ORGANIZATION NAME:	PAYMENT AUTHORIZATION CODE, IF APPLICABLE:

☐ Consent/Release of Information Authorization form is attached. Applicant must fill in the "Other Address" sections. By completing the other address sections, you are agreeing that the organization will have access to the status and outcome of your certification application.

APPLICANT DEMOGRAPHIC INFORMATION (DO NOT USE INITIALS)

FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX
SOCIAL SECURITY NUMBER ___ ___	**GENDER** ☐ Male ☐ Female ☐ Not reported	**DATE OF BIRTH (MM/DD/YYYY)**	**AGE**

Disclosure of your Social Security number is voluntary. It is sought under 23 Pa.C.S. §§ 6336(a)(1) (relating to information in statewide database), 6344 (relating to employees having contact with children; adoptive and foster parents), 6344.1 (relating to information relating to certified or licensed child-care home residents), and 6344.2 (relating to volunteers having contact with children). The department will use your Social Security number to search the statewide database to determine whether you are listed as the perpetrator in an indicated or founded report of child abuse.

HOME ADDRESS	MAILING ADDRESS (if different from home address)	OTHER ADDRESS (if Consent/Release of Information Authorization form is attached)
ADDRESS LINE 1	ADDRESS LINE 1	ADDRESS LINE 1
ADDRESS LINE 2	ADDRESS LINE 2	ADDRESS LINE 2
CITY	CITY	CITY
COUNTY	COUNTY	COUNTY
STATE/REGION/PROVINCE	STATE/REGION/PROVINCE	STATE/REGION/PROVINCE
ZIP/POSTAL CODE	ZIP/POSTAL CODE	ZIP/POSTAL CODE
COUNTRY	COUNTRY	COUNTRY
☐ Different mailing address	ATTENTION	ATTENTION

CONTACT INFORMATION

HOME TELEPHONE NUMBER	WORK TELEPHONE NUMBER	MOBILE TELEPHONE NUMBER

EMAIL (By submitting an email contact, you are agreeing to ChildLine contacting you at this address.)

PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION

PREVIOUS NAMES USED SINCE 1975 (Include maiden name, nickname and aliases.)			
First	**Middle**	**Last**	**Suffix**
1.			
2.			
3.			
4.			
5.			

PREVIOUS ADDRESSES SINCE 1975 (Please list all addresses since 1975, partial address acceptable; attach additional pages if necessary.)
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

HOUSEHOLD MEMBERS
(Please list everyone who lived with you at any time since 1975 to present.
Please include parent, guardian or the person(s) who raised you; attach additional pages as necessary.)

Name (First, Middle, Last)	Relationship	Present Age	Gender
1.	☐ Parent ☐ Guardian ☐ person(s) who raised you		
2.	☐ Parent ☐ Guardian ☐ person(s) who raised you		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I affirm that the above information is accurate and complete to the best of my knowledge and belief and submitted as true and correct under penalty of law (Section 4904 of the Pennsylvania Crimes Code). If I selected volunteer, I understand that I can only use the certificate for volunteer purposes.

APPLICANT'S SIGNATURE

DATE

CHILDLINE USE ONLY		
DATE RECEIVED BY CHILDLINE	SUFFICIENT PAYMENT INFORMATION RECEIVED ☐ YES ☐ NO ☐ VALID PAYMENT AUTHORIZATION CODE ☐ WAIVED (supervisor initials) _____	CERTIFICATION ID #

INSTRUCTIONS TO COMPLETE THE PENNSYLVANIA CHILD ABUSE HISTORY CERTIFICATION APPLICATION:

General:

- Type or print clearly and neatly in ink only.
- If obtaining this certification for non-volunteer purposes or if, as a volunteer having direct volunteer contact with children, you have obtained a certification free of charge within the previous 57 months, enclose an $13.00 money order or check for each application. No cash will be accepted. Personal, agency, or business checks are acceptable. Certifications for the purpose of "volunteer having direct volunteer contact with children" may be obtained free of charge once every 57 months. If no payment is enclosed for a non-volunteer purpose, you must provide a payment authorization code, otherwise your application will be rejected and returned to you.
- **DO NOT SEND POSTAGE PAID RETURN ENVELOPES** for us to return your results. Results are issued through an automated system generated mailing process.
- Certification results will be mailed to you within 14 days from the date the certification application is received at the ChildLine and Abuse Registry.
- Failure to comply with the instructions will cause considerable delay in processing the results of an applicant's child abuse history certification application.

Purpose of Certification - Do not check more than one box**:**

- Check the **foster parent** box if applying for purposes of providing foster care.
- Check the **prospective adoptive parent** box if applying for the purpose of adoption.
- Check the **employee of child care services** box if applying for the purpose of child care services in the following:
  - Child day care centers; group day care homes; family day care homes; boarding homes for children; juvenile detention center services or programs for delinquent or dependent children; mental health services for children; services for children with intellectual disabilities; early intervention services for children; drug and alcohol services for children; and day care services or other programs that are offered by a school.
- Check the **school employee governed by the Public School Code** box if you are a school employee who is required to obtain background checks pursuant to Section 111 of the Public School Code and will continue to be required to obtain background checks prior to employment in accordance with that section and on the periodic basis required by Act 153.
- Check the **school employee not governed by the Public School Code** box if you are a school employee not governed by Section 111 of the Public School Code, but covered by Act 153 (pertaining to school employees in institutions of higher education).

  Definition of school employee: A school employee is defined as an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless they have direct contact with children.

  Definition of school: A facility providing elementary, secondary or postsecondary educational services. The term includes the following:

  (1) Any school of a school district.
  (2) An area vocational-technical school.
  (3) A joint school.
  (4) An intermediate unit.
  (5) A charter school or regional charter school.
  (6) A cyber charter school.
  (7) A private school licensed under the act of January 28, 1988 (P.L.24, No. 11), known as the Private Academic Schools Act.
  (8) A private school accredited by an accrediting association approved by the state Board of Education.
  (9) A non-public school.
  (10) An institution of higher education.
  (11) A private school licensed under the act of December 15, 1986 (P.L. 1585, No. 174), known as the Private Licensed Schools Act.
  (12) The Hiram G. Andrews Center.
  (13) A private residential rehabilitative institution as defined in section 914.1-A(c) of the Public School Code of 1949.
- Check the **self-employed provider of child-care services in a family child-care home** if providing child care services in one's home (other than the child's own home) at any one time to four, five, or six children who are not relatives of the caregiver.
- Check the **individual 14 years of age or older who is applying for or holding a paid position as an employee** box if the employment is with a **program, activity, or service, as a person responsible for the child's welfare or having direct contact with children:** Applying as an employee who is responsible for the child's welfare or having direct contact (providing care, supervision, guidance, or control to children or having routine interaction with children) in any of the following in which children participate and which is sponsored by a school or public or private organization:
  - A youth camp or program;
  - A recreational camp or program;
  - A sports or athletic program;
  - A community or social outreach program;
  - An enrichment or educational program; and
  - A troop, club, or similar organization
- Check the **individual seeking to provide child care services under contract with a child care facility or program** box if you are providing child care services as part of a contract or grant funded program.
- Check the box for **individual 18 years or older who resides in the home of a foster parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the box for **individual 18 years or older who resides in the home of a certified or licensed child-care provider for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.

- Check the box for **individual 18 years or older, excluding individuals receiving services, who resides in a family living home, community home for individuals with an intellectual disability, or host home for children for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the box for **individual 18 years or older who resides in the home of a prospective adoptive parent for at least 30 days in a calendar year** if you are an adult household member in this setting and require certification.
- Check the **volunteer having direct volunteer contact with children** box if applying for the purpose of volunteering as an adult for an unpaid position as a volunteer with a child-care service, a school, or a program, activity or service as a person responsible for the child's welfare or having direct volunteer contact with children. In addition, check the box of one of the organizations listed, i.e. Big Brother/Big Sister, domestic violence shelter, rape crisis center. If you are **NOT** applying for a volunteer in one of the organizations listed, please check the **other** box and write the name of the organization in the space provided.
- Check the **PA Department of Human Services employment & training program participant** box if you are applying for the purpose of participating in a PA Department of Human Services employment and training program through a county assistance office (CAO) or the Office of Income Maintenance (OIM). The signature **AND** phone number of the CAO or OIM representative is required. If there is no signature and no phone number, your application will be rejected and returned to you.
- If you were provided a "**PAYMENT AUTHORIZATION CODE**" by an organization, please provide the **agency/organization name** in the space provided and the **payment authorization code** in the space provided.
- Please check the **CONSENT/RELEASE OF INFORMATION** box if you included a payment code in the space above and attached the completed Consent/Release of Information Authorization form to your Pennsylvania Child Abuse History Certification application when you mail it to our office. The Consent/Release of Information Authorization form allows the department to send your results to a third party. If the Consent/Release of Information Authorization form is **NOT** attached to the certification application, the results **WILL** be mailed to the applicant's home address and not to the third party.

Applicant Demographic Information:

- Name - Include the applicant's full legal name. Initials are not acceptable for a first name. If your full legal name is an initial, please provide supporting documentation along with your certification application.
- Social Security number - Include the applicant's social security number. A social security number is voluntary; **HOWEVER, PLEASE NOTE THAT APPLICATIONS THAT DO NOT INCLUDE SOCIAL SECURITY NUMBERS MAY TAKE LONGER TO BE PROCESSED.**
- Gender - Please check one box.
- Date of birth - Fill in the applicant's date of birth (Example: 01/22/1990).
- Age - Fill in the applicant's current age.

Address:

- The address listed must be the applicant's current home address. This is also where the results of the certification will be mailed, unless otherwise noted. If the **different mailing address** box is checked and a mailing address is provided in the "different" mailing address column, the results will be mailed to the "mailing" address and not the "home" address. **Note:** If the consent/release of information box is checked and an "other" address is provided, the results will be mailed to the "other" address.

Contact Information:

- Please provide your home, work or mobile telephone number. Fill in the number where the applicant can be reached in the event that there are questions about the information on the application.
- Please provide an email address. By providing an email address, you are consenting to ChildLine contacting you by email in the event that you cannot be reached by phone. **NO CONFIDENTIAL INFORMATION WILL EVER BE SHARED OR PROVIDED IN AN EMAIL FROM OUR OFFICE.**

Previous Names Used Since 1975:

- The applicant must list any and all full legal names that they have ever had since 1975. This includes maiden names, nicknames, aliases and also known as (aka) names.

Previous Addresses Since 1975:

- List all addresses where the applicant has resided since 1975. The applicant can attach an additional sheet of paper with all of the addresses listed if necessary. If the applicant cannot remember the exact mailing addresses since 1975, filling in as much information as possible about the location is acceptable.

Household Members:

- Include anyone that the applicant lived with since 1975 (parents, guardians, siblings, children, spouse (ex), paramour, friends, etc.). In addition, include the household member's relationship to the applicant, their age (to the best of your knowledge) and their gender. If the applicant was under the age of 18 in 1975, this section **MUST** include the applicant's PARENT(S) or GUARDIAN(S). If this section is left blank, the application will be rejected and returned to the applicant.

Signature:

- Applications **MUST** be signed and dated. Applications that are not signed and dated will be rejected and returned to the applicant.

CHILDLINE USE ONLY:

- Please DO NOT WRITE in this section. This is for CHILDINE staff only.

Additional Information:

Applicants can visit https://www.compass.state.pa.us/CWIS for more information about submitting the child abuse certification online or to register for a business/organization account.

Exhibit ITB-F

COMMONWEALTH OF PENNSYLVANIA
SEXUAL MISCONDUCT/ABUSE DISCLOSURE RELEASE
(Pursuant to Act 168 of 2014)

Instructions

This standardized form has been developed by the Pennsylvania Department of Education, pursuant to Act 168 of 2014, to be used by school entities and independent contractors of school entities and by applicants who would be employed by or in a school entity in a position involving direct contact with children to satisfy the Act's requirement of providing information related to abuse or sexual misconduct. As required by Act 168, in addition to fulfilling the requirements under section 111 of the School Code and the Child Protective Services Law ("CPSL"), an applicant who would be employed by or in a school entity in a position having direct contact with children, must provide the information requested in SECTION 1 of this form and complete a written authorization that consents to and authorizes the disclosure by the applicant's current and former employers of the information requested in SECTION 2 of this form. The applicant shall complete one form for the applicant's current employer(s) and one for each of the applicant's former employers that were school entities or where the applicant was employed in a position having direct contact with children (therefore, the applicant may have to complete more than one form). Upon completion by the applicant, the hiring school entity or independent contractor shall submit the form to the applicant's current and former employers to complete SECTION 2. **A school entity or independent contractor may not hire an applicant who does not provide the required information for a position involving direct contact with children.**

Relevant Definitions:

Direct Contact with Children is defined as: "the possibility of care, supervision, guidance or control of children or routine interaction with children."

Sexual Misconduct is defined as: "any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or a student regardless of the age of the child or student that is designated to establish a romantic or sexual relationship with the child or student. Such acts include, but are not limited to: (1) sexual or romantic invitation; (2) dating or soliciting dates; (3) engaging in sexualized or romantic dialogue; (4) making sexually suggestive comments; (5) self-disclosure or physical exposure of a sexual, romantic or erotic nature; or (6) any sexual, indecent, romantic or erotic contact with the child or student."

Abuse is defined as "conduct that falls under the purview and reporting requirements of the CPSL, 23 Pa.C.S. Ch. 63, is directed toward or against a child or a student, regardless of the age of the child or student."

Please Note

A prospective employer that receives any requested information regarding an applicant may use the information for the purpose of evaluating the applicant's fitness to be hired or for continued employment and shall report the information as appropriate to the Department of Education, a state licensing agency, law enforcement agency, child protective services agency, another school entity or to a prospective employer.

If the prospective employer decides to further consider an applicant after receiving an affirmative response to any of the questions listed in SECTIONS 1 and 2 of this form, the prospective employer shall request that former employers responding affirmatively to the questions provide additional information about the matters disclosed and include any related records. The **Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Information Request** can be used to request this follow-up information. Former employers shall provide the additional information and records within 60 calendar days of the prospective employer's request.

The completed form and any information or records received shall not be considered public records for the purposes of the Act of February 14, 2008 (P.L. 6, No. 3) known as the "Right to Know Law."

The Department of Education shall have jurisdiction to determine willful violations of Act 168 and may, following a hearing, assess a civil penalty not to exceed $10,000. School entities shall be barred from entering into a contract with an independent contractor who is found to have willfully violated the provisions of Act 168.

COMMONWEALTH OF PENNSYLVANIA
SEXUAL MISCONDUCT/ABUSE DISCLOSURE RELEASE
(under Act 168 of 2014)

(Hiring school entity or independent contractor submits this form to ALL current employer(s) and to former employer(s) that were school entities and/or where the applicant had direct contact with children)

To:

Name of Current or Former Employer:		☐ No applicable employment
Street Address:		
City, State, Zip:		
Telephone Number:	Fax Number:	Email:
Contact Person:		Title:

The named applicant is under consideration for a position with our entity. The Pennsylvania General Assembly has determined that additional safeguards are necessary in the hiring of school employees to ensure the safety of the Commonwealth's students. The individual whose name appears below has reported previous employment with your entity. We request you provide the information requested in SECTION 2 of this form within **20 calendar days** as required by Act 168 of 2014.

SECTION 1: APPLICANT CERTIFICATION AND RELEASE (TO BE COMPLETED BY THE APPLICANT EVEN IF THE APPLICANT HAS NO CURRENT OR PRIOR EMPLOYMENT TO DISCLOSE)

Applicant's Name (First, Middle, Last):	
Any former names by which the Applicant has been identified:	
DOB:	
Last 4 digits of Applicant's Social Security Number:	PPID (if applicable):
Approximate dates of employment with the entity listed above:	
Position(s) held with the entity:	

Pursuant to Act 168, an employer, school entity, administrator, and/or independent contractor that provides information or records about a current or former employee or applicant shall be immune from criminal liability under the CPSL, the Educator Discipline Act, and from civil liability for the disclosure of the information, unless the information or records provided were knowingly false. Such immunity shall be in addition to and not in limitation of any other immunity provided by law or any absolute or conditional privileges applicable to such disclosure by the virtue of the circumstances of the applicant's consent thereto. Under Act 168, the willful failure to respond to or provide the information and records as requested may result in civil penalties and/or professional discipline, where applicable.

Have you (Applicant) ever:

Yes ◯ No ◯ Been the subject of an abuse or sexual misconduct investigation by any employer, state licensing agency, law enforcement agency or child protective services agency (unless the investigation resulted in a finding that the allegations were false)?

Yes ◯ No ◯ Been disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from employment while allegations of abuse or sexual misconduct were pending or under investigation or due to adjudication or findings of abuse or sexual misconduct?

Yes ◯ No ◯ Had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of abuse or sexual misconduct?

By signing this form, I certify under penalty of law that the statements made in this form are correct, complete, and true to the best of my knowledge. I understand that false statements herein, including, without limitation, any willful failure to disclose the information required, shall subject me to criminal prosecution under 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and to discipline up to, and including, termination or denial of employment, and may subject me to civil penalties and disciplinary action under the Educator Discipline Act. I also hereby authorize the above-named employer to release to the entity listed on page 3, the information requested in SECTION 2 of this form and any related records. I hereby release, waive, and discharge the above-named employer from any and all liability of any kind that may arise from such disclosure or release of records. I understand that third party vendors may be used to process this Act 168 pre-employment history review.

_____ _____

Signature of Applicant Date

SECTION 2: CURRENT/FORMER EMPLOYER VERIFICATION (TO BE COMPLETED BY THE APPLICANT'S CURRENT EMPLOYER(S) AND ALL FORMER EMPLOYERS THAT WERE SCHOOL ENTITIES AND/OR WHERE THE APPLICANT HAD DIRECT CONTACT WITH CHILDREN)

Dates of employment of Applicant: _____ Contact telephone #:_____

To the best of your knowledge, has Applicant ever:

Yes ◯ No ◯ Been the subject of an abuse or sexual misconduct investigation by any employer, state licensing agency, law enforcement agency or child protective services agency (unless the investigation resulted in a finding that the allegations were false)?

Yes ◯ No ◯ Been disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from employment while allegations of abuse or sexual misconduct were pending or under investigation or due to adjudication or findings of abuse or sexual misconduct?

Yes ◯ No ◯ Had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of abuse or sexual misconduct?

☐ No records or other evidence currently exists regarding the above questions. I have no knowledge of information pertaining to the applicant that would disqualify the applicant from employment.

_____ _____

Former Employer Representative Signature and Title Date

Return all completed information to:

School Entity/Independent Contractor:	
Address:	Phone:
City: State: Zip:	Fax: Email:
Contact Person:	Title:

Date Form Received: _____ Received by: _____

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Electronic Media User Agreement & Release

User Name:			
Project Name:	**Reading School District** **HS Athletics Facility Phase 3 Renovations**	**Project No.:**	**099531**
PM Name:	**Rod Rodriguez**		
CHA Office:	**One East Broad Street, Suite 310** **Bethlehem, PA 18018**	**Date:**	**November 2026**

Reading School District (OWNER), CHA Consulting (CHA), Schradergroup (ARCHITECT) and Consultants are transmitting the following materials to you, as part of the bid documents for the above project.

Reading School District
HS Athletics Facility Phase 3: AutoCAD Drawings

The transmission of these materials is specifically conditioned upon your agreement as USER of the materials to the following terms and conditions. Acceptance and use of these materials will indicate your agreement:

- No warranties express or implied are made to the USER with respect to the hard copies or electronic form of the document(s) listed above, including any implied warranties of merchantability or fitness for a particular purpose. OWNER, CHA, and ARCHITECT do not warrant the accuracy or completeness of the information contained in these materials.
- It is understood that the USER makes use of any electronic form of the above noted documents and drawings at USER'S sole risk and that the drawings and documents in electronic form are provided "as is." No license, express or implied, by estoppel or otherwise, to any intellectual property right is granted by or under this agreement. The electronic documents are provided for the sole and exclusive purpose of preparing estimates and submitting bids for the above referenced Project.
- In no event shall OWNER, CHA, and ARCHITECT be liable for any consequential or special damages or for any loss of profits sustained by USER in connection with or arising out of use of the electronic form of the above noted drawings and documents. They are furnished without guarantee of compatibility with the USER'S software or hardware. The USER is responsible for informing OWNER, CHA, and ARCHITECT of any perceived errors in the information contained in the electronic media being transferred.
- OWNER, CHA, and ARCHITECT may make changes or improvements to these materials, but OWNER, CHA, and ARCHITECT make no commitment to USER to update any information contained in these materials.
- OWNER, CHA, and ARCHITECT assume no liability or responsibility for the use of these materials by USER. USER agrees that in exchange and in consideration for the limited use license being granted to USER for the Electronic Drawing Files in this Agreement and Release, to the fullest extent permitted by law, USER releases and agrees to defend, indemnify and hold OWNER, CHA, and ARCHITECT, their consultants, officers, directors, employees and insurers harmless from all claims, damages, losses and causes of actions that relate to or arise in connection with the USER's use of the Electronic Drawing Files.

Electronic Media User Agreement & Release

- The documents may only be used for bidding purposes. The USER shall be prohibited from redistributing or reusing the documents for any other purpose.
- OWNER, CHA, and ARCHITECT make no warranties or representations as to the accuracy or completeness of the information reflected and contained in the Electronic Drawing Files, and USER remains responsible for the bid submitted and must perform independent verification including verifying field dimensions and conditions for the accuracy and completeness of all existing conditions and information provided in the Electronic Drawing Files or other bidding materials provided to the USER by OWNER, CHA, ARCHITECT and/or others in connection with the Project, in accordance with the Instructions to Bidders.
- Upon opening of the sealed bids for the Project, USER agrees within seven (7) days of the bid opening to destroy any and all copies of the Electronic Drawing Files.

Please contact CHA at 610-865-3000 if you have questions regarding this agreement and release.

AGREEMENT APPROVAL and DISTRIBUTION

USER Project Manager or Principal-in-Charge Signature **Date**

Printed Name and Title

Company Name

Address

Email Address **Phone Number**

SECTION 002625 - SUBSTITUTION REQUEST FORM

A. Submissions for approved substitutions will be permitted and processed in accord with Article 10 of Specification Section 002113 “Instructions to Bidders”.

B. Submissions will be "received dated" immediately upon arrival at the office of the Architect.

C. All Submissions must be received ten (10) days prior to bid or they may not be reviewed.

D. Reviewer's General Criteria for review will be:

1. Burden of proof of performance equality and completeness of this submittal is the responsibility of the submitter.
2. Reviewers will not be required to complete the submittal, that is, select from options or between models and lines of products.
3. Reviewer will not be required to seek information from the manufacturer's literature on file in the office, or information from other locations.
4. Product must be equal, or better, in those features and performance which specified product provides.
5. When in the reviewer's opinion, significant deficiencies are established, further review of submitted data is not required.

E. Reviewer will note action (approval or disapproval), the date, and their initials.

F. If a submittal is disapproved, reviewer will make notations that will be adequate to guide a later reviewer to the same conclusion. Sample notations may be: "Submittal vague", "incomplete", or "product equality not substantiated".

G. Submittals received after closing time will be "received dated," marked "late", initialed, and filed without review.

H. Submittals will be filed in the project file until completion of the project, then destroyed.

I. Approval of a substitute item will be communicated to bidders in the form of an Addendum.

TO:

Hord Coplan Macht dba
SchraderGroup Studio
555 E North Lane, Ste 5100, Bldg D
Conshohocken, PA 19428

CHA
1 E. Broad St., Suite 310
Bethlehem, PA 18018

PROJECT _____

PRIME BIDDER _____

CONTRACTOR/SUPPLIER _____

We hereby submit for consideration, the following product instead of specified item for above project:

SECTION/DRAWING	**PARAGRAPH/DETAIL**	**SPECIFIED ITEM**
_____	_____	_____

Proposed Substitution: _____

MANUFACTURER'S HOME OFFICE:	LOCAL REPRESENTATIVE:
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Contact: _____	Contact: _____

Attached to this request is product data, specifications, performance tests and data, and color samples. The attached information also includes any modifications of the Contract Documents which would be required if this substitution is utilized for this Project.

The undersigned states that as a Prime Bidder on the above referenced Project the following statements are true.

1. The Prime Bidder has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
2. That the product manufacturer will provide the same warranty for the Substitution as for the specified Product.
3. That the use of this product will not have an adverse effect on any other trade or Prime Contractor or the Construction Schedule.
4. That the use of this product does not affect the dimensions shown on the Drawings unless specifically stated in the attached information.

Reason for Substitution:

_____

_____

_____

ATTACHMENTS *(If not applicable, write N/A in space provided)*

No. 1 Complete product data, including technical data and laboratory tests, if applicable.

No. 2 Drawings indicating dimensional changes.

No. 3 Complete description of changes to drawings and specifications which proposed substitution will require for its proper installation.

No. 4 Necessary samples and substantiating data to prove equal quality, performance, and appearance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. Differences in quality of materials and construction shall be indicated.

No. 5 List of names and addresses of three similar projects on which product was used, date of installation, and Architect/Engineer's name, address, and telephone numbers.

Fill in blanks below *(Provide attachments if more space is necessary)*

A. Does the substitution affect dimensions indicated on the Contract Drawings?

Yes _____ No _____ If yes, clearly indicate changes:

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What effect does substitution have on other trades, other contracts, and Contract Completion Date?

D. What effect does substitution have on applicable code requirements?

E. List differences between proposed substitution and specified item:

F. Identify manufacturer's guarantees:

G. Identify cost impact; Provide attachments showing proposed credit:

_____

_____

Undersigned attests function and quality equivalent or superior to specified item.

CERTIFICATION OF EQUAL PERFORMANCE:

Submitted by: _____ Title: _____

Company: _____

Address: _____

Date: _____

Telephone: _____ E-mail: _____

Signature: _____

. . . . . .

For Use by the Architect/Engineer:

Accepted: _____ Accepted as Noted: _____

Not Accepted: _____ Received Too Late: _____

Reviewer: _____ Date: _____

REMARKS: _____

_____

_____

END OF SECTION

SECTION 003146 – AVAILABLE PROJECT INFORMATION – CONTRACTOR LICENSE APPLICATIONS

1.1 GENERAL INFORMATION

A. This Section and its referenced forms are made a part of the Procurement and Contracting Requirements for the Project by way of incorporation.

B. Each successful Contractor shall be required to hold and maintain a current trade license number and business privilege license number issued by the City of Reading in accordance with City Code Chapter 339, Licenses and Permits, Part 2, Business Privilege License, §339-203, License Required. A City of Reading business license number must be provided for any company or business involved with the Project. Within 10 days of the issuance of a Notice of Intent to Award, Contractor shall provide proof of compliance with any and all current requirements to commence work within the City of Reading, including valid contractor's and business privilege licenses issued by the City. Contractor will not be awarded the Project without proof of the required contractor's license.

C. Contractors shall reference the City of Reading's Code website at https://codelibrary.amlegal.com/codes/readingpa/latest/reading_pa/0-0-0-14123 for full licensing requirements and definitions.

D. Forms for the Mechanical, Electrical, and Plumbing Contractor licensing are provided as stated below. General Contractor must contact the City of Reading directly for contractor licensing requirements as no forms have been included in the Bid Documents for the General Contract. Included forms:

1. City of Reading Mechanical Contractor License Application is included as Specification Section 003146A. This application shall be utilized for the following licenses:

    a. Master Mechanical Heating Contractor License
    b. Master Mechanical Heating Contractor Reciprocal License
    c. Journeyman Mechanical Installer License
    d. Journeyman Mechanical Installer Reciprocal License
    e. Mechanical Retired License

2. City of Reading Electrical Contractor License Application is included as Specification Section 003146B. This application shall be utilized for the following licenses:

    a. Master Electrician License
    b. Master Electrician Reciprocal License
    c. Journeyman Electrician License
    d. Journeyman Electrician Reciprocal License
    e. AIE Electrician

3. City of Reading Plumbing Contractor License Application is included as Specification Section 003146C. This application shall be utilized for the following licenses:

    a. Master Plumber License
    b. Master Plumber Reciprocal License
    c. Journeyman Plumber License
    d. Journeyman Plumber Reciprocal License
    e. Sprinkler Contractor License
    f. Sprinkler Contractor Reciprocal License
    g. Sprinkler Installer

END OF SECTION 003146

CITY OF READING, PENNSYLVANIA MECHANICAL TRADE LICENSE APPLICATION FORM

COMPLETE THIS FORM (PRINT IN INK OR TYPE). ATTACH REQUIRED DATA FOR REVIEW.

NAME:_____DATE OF BIRTH_____

ADDRESS:_____ZIP CODE: _____

CITY/TOWN:_____STATE:_____

AREA CODE:_____TELEPHONE:_____EMAIL ADDRESS: _____

FOR WHICH LICENSE ARE YOU APPLYING?

- ◯ MAST MECH HEATING CONT LIC – (A)90.00
- ◯ MAST MECH HEATING CONT RECIP LIC - (A)(R)190.00
- ◯ JOURN MECH INSTALLER LIC – (A)50.00
- ◯ JOURN MECH RECIP LIC – (A)(R)150.00
- ◯ MECH RETIRED LIC – SEE "**Mechanical-Retired license**"

RECIPRICAL AMOUNT INCLUDES A ONE-TIME RECIPRICATION FEE(R) AND THE COST FOR THE ANNUAL FEE(A).

EMPLOYER:_____FROM:_____TO:_____

ADDRESS:_____PHONE#:_____

NAME AND LICENSE NUMBER OF MASTER OR CONTRACTOR_____

EMPLOYER:_____FROM:_____TO:_____

ADDRESS:_____PHONE#:_____

NAME AND LICENCE NUMBER OF MASTER OR CONTRACTOR: _____

HAVE YOU BEEN TESTED PRIOR TO THIS APPLICATION?_____DATE & PLACE_____

DO YOU CURRENTLY HOLD ANY ABOVE LICENSE IN A FIRST, SECOND, OR THIRD CLASS CITY?
(CIRCLE) YES ◯ NO ◯

IF YES, SPECIFY TYPE OF LICENSE AND WHERE IT WAS ISSUED _____

PLACE_____DATE_____

EXAMS CAN BE TAKEN THROUGH THE ICC WEBSITE- https://www.iccsafe.org/certification-exam-catalog/

ICC MASTER EXAM# F29-N **ICC JOURNEYMAN EXAM# F31-N**

AFFIDAVIT/SUBSCRIBED AND SWORN BEFORE ME THIS_____DAY OF_____20_____

SIGNATURE IN INK OF PERSON ADMINISTERING OATH: _____

MY COMMISSION EXPIRES:_____MUNICIPALITY:_____COUNTY:_____

APPLICANT SIGNATURE IN INK: _____

ANY FRAUDULENT INFORMATION PROVIDED WILL VOID THE ENTIRE APPLICATION

Trades License Application Guide:

1. Complete all information on the application that applies to the type of license you are applying for.
2. Attach a copy of your current driver license.
3. Attach all required documents needed to verify your qualifications for the type of license you are applying for.
4. If applying for a reciprocal license, attach a copy of the state or municipality's current license requirements/qualifications. All reciprocal licenses submitted must be from a first, second or third class city, of the United State of America.

City of Reading Mechanical Trade License Requirements:

Mechanical-Heating Contractor:

All applicants for a mechanical contractor license shall:

(a) Hold a valid mechanical journeyman license.

(b) Shall have been employed as a mechanical journeyman by a registered mechanical contractor for at least two years.

(c) Must successfully pass the International Code Council (ICC) F29-N-Master Mechanical Exam. A copy of passing results must accompany the mechanical license application.

Mechanical-Installer license:

All applicants for a mechanical journeyman license shall:

(a) Be employed by a registered mechanical contractor and registered with the Pennsylvania Bureau of Apprenticeship Training, Department of Labor.

(b) He shall have completed at least four years of approved apprenticeship training, been instructed in subjects related to the trade not less than 216 hours per year during the four-year apprenticeship and have been approved by the local apprenticeship committee according to National Apprenticeship Standards, or while employed by a registered mechanical contractor and registered with and apprenticeship training program comparable to the foregoing program, he shall have completed at least four years of approved apprenticeship training in such program, or he shall have served an apprenticeship of not less than eight years under the supervision of a registered mechanical contractor.

(c) Must successfully pass the International Code Council (ICC) G16Y-Journeyman Mechanical Exam. A copy of passing results must accompany the mechanical license application.

Mechanical-Reciprocal license:

A reciprocal license may be issued if the applicant holds an equivalent license from a first, second, or third class city of the United States, issued by an equivalent board of examiners, whose qualifications and standards are equal to that of the City of Reading, Pennsylvania, and shall have paid to the prescribed fee pursuant to a written application.

Mechanical-Retired license:

(a) All licensees, upon retirement from business, shall surrender said license to the Code Service Division of the City of Reading, Pennsylvania. Upon written request to the Plumbing Board, a license covered under this code may be fully reinstated within a period of five years of retirement without reexamination.

(b) If the holder of a retired license wishes to reactivate a retired licensed within a five-year period, the full fee must be paid for the years that the license was retired. All requests for reactivation must be made in writing to the Plumbing Board.

(C) All persons reactivating a retired license after the fifth year of retirement shall be required to pass an examination administered by the Plumbing Board.

CITY OF READING - MECHANICAL TRADE LICENCE RECIPROCITY AS OF 7/7/2023

CITY OF HARRISBURG	RECIPROCITY
CITY ÕF PHILADELPHIIA	RECIPROCITY
CITY OF SCRANTON	RECIPROCITY
CITY OF LANCASTER	RECIPROCITY
CITY OF PITTSBURGH	RECIPROCITY

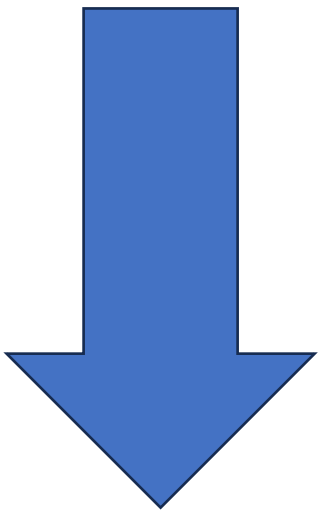
MOST, IF NOT ALL, SURROUNDING STATES WITH A STATE LICENSE.

When form is completed you can either email or print and send by ground mail with any and/or all attachments included to:

Email: Janette.Melendez@readingpa.gov

Ground Mail: 815 Washington St. Reading, Pa. 19601 c/o Building and Trades

SEE EXAMPLE FORMS OF ACCEPTABLE VERIFICATION OF PASSING RESULTS BELOW



ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Plumbing Plans Examiner

Given this day April 19, 2021

Certificate No.

Michael Wich, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer



This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

OFFICIAL RESULTS REPORT



211 - Pennsylvania (Philadelphia)
Standard Master Electrician

Name: [redacted]

Address: [redacted]

Candidate ID: [redacted]

Date: 11/7/2018

[redacted]

EXAMINATION RESULT: **PASS**

Congratulations! You have passed the above-named examination. You will be able to verify your pass status on the ICC website within 48-72 business hours after your exam. **Please contact your participating jurisdiction if you wish to pursue licensing.**

A passing score on this examination satisfies the testing requirements for licensure only, and does not guarantee that licensing will be granted. The candidate must also satisfy all local ordinance requirements in each jurisdiction where licensing is desired.

It is extremely important that you notify Pearson VUE and ICC of any changes in name and/or address to avoid the possibility of future correspondence not being received. Please contact both Pearson VUE at 877-234-6082 and ICC at 888-422-7233 ext. 5524 with changes to your name and address.

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The authenticity of this score report can be validated by using Pearson VUE's Online Score Report Authentication found at:
www.PearsonVUE.com/authenticate
Digital embossing eliminates the possibility of unauthorized embossing of counterfeit score reports.

Registration Number: [redacted] *Validation Number:* [redacted]

ICC Credentialing
900 Montclair Road
Birmingham, Alabama 35213
Tel: 888-icc-safe [422-7233]
Fax: 205-905-7096
www.iccsafe.org

To: [redacted]

From: ICC Credentialing

Date: August 02, 2023

Candidate ID: [redacted]

Subject: July 31, 2023 Administration

Examination: Journeyman Electrician

Congratulations! You have achieved a passing score on this examination administration. Your passing status has been added to the Official Pass List on the ICC website at www.iccsafe.org. **Please contact the participating jurisdictions if you wish to pursue licensing.**

A passing score on this examination satisfies the testing requirements for licensing only and does not guarantee that licensing will be granted. The candidate must also satisfy all local ordinance requirements in each jurisdiction where licensing is desired.

Thank you,
ICC Credentialing

CITY OF READING, PENNSYLVANIA ELECTRICAL TRADE LICENSE APPLICATION FORM

COMPLETE THIS FORM (PRINT IN INK OR TYPE). ATTACH REQUIRED DATA FOR REVIEW.

NAME:_____DATE OF BIRTH_____

ADDRESS:_____ZIP CODE: _____

CITY/TOWN:_____STATE:_____

AREA CODE:_____TELEPHONE:_____EMAIL ADDRESS: _____

FOR WHICH LICENSE ARE YOU APPLYING?

◯ MAST ELECTRICIAN - (A)90.00

◯ MAST ELEC RECIP LICENSE - (A)(R)190.00

◯ JOUR ELECTRICIAN - (A)50.00

◯ JOUR ELEC RECIP LICENSE - (A)(R)150.00

◯ AIE ELECTRICIAN - (A)50.00

RECIPRICAL AMOUNT INCLUDES A ONE-TIME RECIPRICATION FEE(R) AND THE COST FOR THE ANNUAL FEE(A).

EMPLOYER:_____FROM:_____TO:_____

ADDRESS:_____PHONE#:_____

NAME AND LICENSE NUMBER OF MASTER OR CONTRACTOR_____

EMPLOYER:_____FROM:_____TO:_____

ADDRESS:_____PHONE#:_____

NAME AND LICENCE NUMBER OF MASTER OR CONTRACTOR: _____

HAVE YOU BEEN TESTED PRIOR TO THIS APPLICATION?_____DATE & PLACE_____

DO YOU CURRENTLY HOLD ANY ABOVE LICENSE IN A FIRST, SECOND, OR THIRD CLASS CITY?
(CIRCLE) YES ◯ NO ◯

IF YES, SPECIFY TYPE OF LICENSE AND WHERE IT WAS ISSUED _____

PLACE_____DATE_____

EXAMS CAN BE TAKEN THROUGH THE ICC WEBSITE- https://www.iccsafe.org/certification-exam-catalog/

ICC MASTER EXAM# G16Y **ICC JOURNYMAN EXAM# G17Y**

AFFIDAVIT/SUBSCRIBED AND SWORN BEFORE ME THIS_____DAY OF_____20_____

SIGNATURE IN INK OF PERSON ADMINISTERING OATH: _____

MY COMMISSION EXPIRES:_____MUNICIPALITY:_____COUNTY:_____

APPLICANT SIGNATURE IN INK: _____

ANY FRAUDULENT INFORMATION PROVIDED WILL VOID THE ENTIRE APPLICATION

Trades License Application Guide:

1. Complete all information on the application that applies to the type of license you are applying for.
2. Attach a copy of your current driver license.
3. Attach all required documents needed to verify your qualifications for the type of license you are applying for.
4. If applying for a reciprocal license, attach a copy of the state or municipality's current license requirements/qualifications. All reciprocal licenses submitted must be from a first, second or third class city, of the United State of America.

City of Reading Electrical Trade License Requirements:

Master Electrician:

All master electrician licenses shall be renewed upon satisfactory showing of an intention to continue the business of electrical contracting as a master electrician.

Initial Master Electrician license.

Every applicant for an initial master electrician license shall:

A. Have been a holder of a City of Reading Journeyman Electricians license or a Journeyman Electricians license that is issued bya jurisdiction that is recognized and reciprocated by the City of Reading for a period of 2 (two) years.

B. Must successfully pass the International Code Council (ICC) **G16Y-2017-Master Electrician Exam**. A copy of passing results must accompany the electrical license application.

Journeyman Electrician.

All journeyman electrician licenses shall be renewed upon the satisfactory showing of an intention to continue the business of electrical installation as a journeyman electrician.

Initial Journeyman Electrician licenses.

Every applicant for an initial journeyman electrician license shall:

A. Be in the employ of a registered master electrician; and

B. Be registered with the Pennsylvania Bureau of Apprenticeship Training, Department of Labor and Industry; and

C. Have completed at least four years of approved apprenticeship training, been instructed in subjects related to the trade not less than 144 hours per year during the four-year apprenticeship; or have worked a minimum of eight years under the supervision of a registered master electrician; or

D. Provide documentation of having worked a minimum of 8 (eight) years under the supervision of a Registered Master Electrician.

E. Must successfully pass the International Code Council (ICC) **G17Y-2017-Journeyman Electrician Exam**. A copy of passing results must accompany the electrical license application.

Electrical-Reciprocal license:

The following rules shall apply for issuing a reciprocal license for electrical work within the City:

A. The City shall recognize a license issued by a foreign jurisdiction of equal or greater standing than a third class city, provided that said license is issued by an equivalent Board with equivalent standards as the City of Reading.

B. License applications along with all pertinent data required by the Electrical Board shall be presented to the Electrical Board for review and determination of qualification for said license.

C. Licenses issued as reciprocating licenses shall be considered a permanent City of Reading electrical license subject to the provisions of this code.

Electrical-Special license:

A special license shall be granted, on application, to owners of buildings within the City used for public service or commercial business that employ a special electrician.

Electrical-Special electrician:

The City may issue a special electrician's license to a person who:

A. Passes the required examination and tests.

B. Has qualified as a competent person to install, alter or repair electric wiring, appliances for light, heat, power and for signaling systems in or on buildings or lots in the City.

C. Who has had not less than three years of practical experience in electrical work.

D. Who is the employee of a holder of a special license as defined in clause (d) hereof.

Electrical Appliance Installer-Initial licenses:

Those who apply for an initial appliance installer license under this section:

A. Shall be in the employ of an appliance contractor.

B. Shall have had not less than one year of practical experience in the electrical field.

C. Shall apply in writing at least 30 days prior to the time of examination and shall pay to the City Treasurer the prescribed examination fee.

D. Shall pass such examinations as the Electrical Board requires.

Retired license:

All persons licensed under this Electrical Code shall, on retirement from business, surrender any license to the Building/Trades Division Office. Upon surrendering such license the Building/Trades Division Office shall issue a certificate of retired license which may be reinstated within a period of five years without examination, upon written request for such reinstatement to the Electrical Board.

Apprentice electrician:

Any person who is registered with the Pennsylvania Bureau of Apprentice Training, Department of Labor, and who shall comply with the Department's rules and regulations. Apprentice electricians shall not be permitted to install electrical work unless under the supervision of a registered electrician

CITY OF READING - ELECTRICAL TRADE LICENCE RECIPROCITY AS OF 6/9/2023

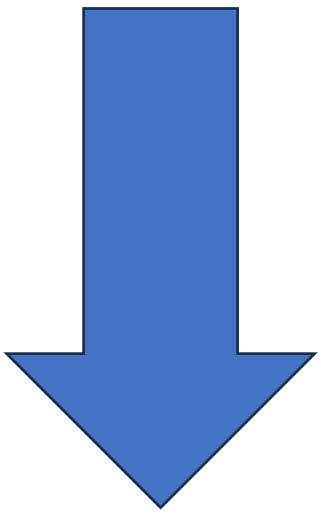
CITY OF BETHLEHEM	RECIPROCITY
CITY OF EASTON	RECIPROCITY
CITY OF ERIE	RECIPROCITY
CITY OF HARRISBURG	RECIPROCITY
CITY OF HARRISBURG	RECIPROCITY
CITY ÕF PHILADELPHIIA	RECIPROCITY
CITY OF SCRANTON	RECIPROCITY
CITY OF SPRINGFIELD, MO	RECIPROCITY
HARFORD COUNTY MARYLAND-JOURNEYMAN ONLY	RECIPROCITY
MONTGÕMERY COUNTY MARYLAND-	RECIPROCITY
JOURNEYMAN ONLY STATE OF DELAWARE	RECIPROCITY
STATE OF MARYLAND-MASTER	RECIPROCITY
STATE OF MICHIGAN	RECIPROCITY
STATE OF NEW JERSEY	RECIPROCITY
STATE OF SOUTH CAROLINA	RECIPROCITY
COMMONWEALTH OF VIRGINIA	RECIPROCITY
SULLIVAN COUNTY, NEW YORK	RECIPROCITY
STATE OF WEST VIRGINIA	RECIPROCITY

When form is completed you can either email or print and send by ground mail with any and/or all attachments included to:

Email: Janette.Melendez@readingpa.gov

Ground Mail: 815 Washington St. Reading, Pa. 19601 c/o Building and Trades

SEE EXAMPLE FORMS OF ACCEPTABLE VERIFICATION OF PASSING RESULTS BELOW



ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Plumbing Plans Examiner

Given this day April 19, 2021

Certificate No.

Michael Wich, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer



This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

OFFICIAL RESULTS REPORT



211 - Pennsylvania (Philadelphia)
Standard Master Electrician

Name: [redacted]

Address: [redacted]

Candidate ID: [redacted]

Date: 11/7/2018

[redacted]

EXAMINATION RESULT: **PASS**

Congratulations! You have passed the above-named examination. You will be able to verify your pass status on the ICC website within 48-72 business hours after your exam. **Please contact your participating jurisdiction if you wish to pursue licensing.**

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It is extremely important that you notify Pearson VUE and ICC of any changes in name and/or address to avoid the possibility of future correspondence not being received. Please contact both Pearson VUE at 877-234-6082 and ICC at 888-422-7233 ext. 5524 with changes to your name and address.

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Registration Number: [redacted] *Validation Number:* [redacted]

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Birmingham, Alabama 35213
Tel: 888-icc-safe [422-7233]
Fax: 205-905-7096
www.iccsafe.org

To: [redacted]

From: ICC Credentialing

Date: August 02, 2023

Candidate ID: [redacted]

Subject: July 31, 2023 Administration

Examination: Journeyman Electrician

Congratulations! You have achieved a passing score on this examination administration. Your passing status has been added to the Official Pass List on the ICC website at www.iccsafe.org. **Please contact the participating jurisdictions if you wish to pursue licensing.**

A passing score on this examination satisfies the testing requirements for licensing only and does not guarantee that licensing will be granted. The candidate must also satisfy all local ordinance requirements in each jurisdiction where licensing is desired.

Thank you,
ICC Credentialing

CITY OF READING, PENNSYLVANIA PLUMBING
TRADE LICENSE APPLICATION FORM

COMPLETE THIS FORM (PRINT IN INK OR TYPE). ATTACH REQUIRED DATA FOR REVIEW.

NAME:_____ DATE OF BIRTH_____

ADDRESS:_____ ZIP CODE: _____

CITY/TOWN:_____ STATE:_____

AREA CODE:_____ TELEPHONE:_____ EMAIL ADDRESS: _____

FOR WHICH LICENSE ARE YOU APPLYING?

- ◯ MAST PLUMBER – (A)90.00
- ◯ MASTER PLUMB RECIP LICENSE – (A)(R)190.00
- ◯ JOURN PLUMBER – (A)50.00
- ◯ JOURNEYMAN PLUMB RECIP LICENSE - (A)(R)150.00
- ◯ SPRINKLER CONTR – (A)90.00
- ◯ SPRINKLER CONT RECIP - (A)(R)190.00
- ◯ SPRINK INSTALLER – (A)50.00
- ◯ ACP PLUMBER – (A)40.00
- ◯ ACP PLUMBER RECIP - (A)(R)120.00
- ◯ AIP PLUMBER – (A)40.00
- ◯ AIP PLUMBER RECIP - (A)(R)120.00

RECIPRICAL AMOUNT INCLUDES A ONE-TIME RECIPRICATION FEE(R) AND THE COST FOR THE ANNUAL FEE(A).

EMPLOYER:_____ FROM:_____ TO:_____

ADDRESS:_____ PHONE#:_____

NAME AND LICENSE NUMBER OF MASTER OR CONTRACTOR_____

EMPLOYER:_____ FROM:_____ TO:_____

ADDRESS:_____ PHONE#:_____

NAME AND LICENCE NUMBER OF MASTER OR CONTRACTOR: _____

HAVE YOU BEEN TESTED PRIOR TO THIS APPLICATION?_____ DATE & PLACE_____

DO YOU CURRENTLY HOLD ANY ABOVE LICENSE IN A FIRST, SECOND, OR THIRD CLASS CITY?
(CIRCLE) YES ◯ NO ◯

IF YES, SPECIFY TYPE OF LICENSE AND WHERE IT WAS ISSUED _____

PLACE_____ DATE_____

EXAMS CAN BE TAKEN THROUGH THE ICC WEBSITE- https://www.iccsafe.org/certification-exam-catalog/

ICC MASTER EXAM# G24-N **ICC JOURNYMAN EXAM# G25-N**

AFFIDAVIT/SUBSCRIBED AND SWORN BEFORE ME THIS_____ DAY OF_____ 20_____

SIGNATURE IN INK OF PERSON ADMINISTERING OATH: _____

MY COMMISSION EXPIRES:_____ MUNICIPALITY:_____ COUNTY:_____

APPLICANT SIGNATURE IN INK: _____

ANY FRAUDULENT INFORMATION PROVIDED WILL VOID THE ENTIRE APPLICATION

Trades License Application Guide:

1. Complete all information on the application that applies to the type of license you are applying for.
2. Attach a copy of your current driver license.
3. Attach all required documents needed to verify your qualifications for the type of license you are applying for.
4. If applying for a reciprocal license, attach a copy of the state or municipality's current license requirements/qualifications. All reciprocal licenses submitted must be from a first-, second- or third-class city.

City of Reading Plumbing Trade License Requirements:

Master Plumber License:

All applicants for a master plumber's license shall:

A. Hold a valid journeyman plumber license.
B. Shall have been employed as a journeyman plumber by a registered master plumber for at least two years.
C. Must successfully pass the International Code Council (ICC) **G24-N-Master Plumber Exam**. A copy of passing results must accompany the electrical license application.

Journeyman Plumber License:

All applicants for a journeyman plumber's license shall:

A. Be employed by a registered master plumber and registered with the Pennsylvania Bureau of Apprenticeship Training, Department of Labor.
B. He shall have completed at least four years of approved apprenticeship training, been instructed in subjects related to the trade not less than 216 hours per year during the four-year apprenticeship and have been approved by the Local Apprenticeship Committee according to National Apprenticeship Standards, or while employed by a registered master plumber and registered with an apprenticeship training program comparable to the foregoing program, he shall have completed at least four years of approved apprenticeship training in such program, or he shall have served an apprenticeship of not less than eight years under the supervision of a registered master plumber.
C. Must successfully pass the International Code Council (ICC**) G25-N-Journyman Plumber Exam**. A copy of passing results must accompany the electrical license application.

Apprentice Plumber:

Apprentice plumbers shall be employed by a registered master plumber and shall be registered with the Pennsylvania Bureau of Apprenticeship Training, United States Department of Labor. Apprentice plumbers shall not be permitted to install plumbing, heating or house drainage work unless under the supervision of a registered plumber.

Appliance contractor license:

All applicants for an appliance contractor license shall have served at least two years as a registered appliance installer. Appliance contractors are limited to installation of the following: domestic clothes-washing machines (water connections only), water conditioners, domestic hot water heaters, garbage disposals (replacement only), icemakers, coffee urns, etc., provided there is no installation of, or modification to, the existing plumbing and drainage process. All plumbing-connected appliances shall require indirect waste piping only and shall comply with City of Reading Plumbing Code regulations.

Fire sprinkler contractor license:

All applicants for a fire sprinkler contractor license shall obtain a certificate of fitness from the Fire Marshal of the City of Reading.

Fire sprinkler installer license:

All applicants for a fire sprinkler installer license shall obtain a certificate from the AFSA (American Fire Sprinkler Association) or the NFSA (National Fire Sprinkler Association), and be in the employ of a licensed fire sprinkler contractor.

Plumber-Retired license:

(a) All licensees, upon retirement from business, shall surrender said license to the Code Service Division of the City of Reading, Pennsylvania. Upon written request to the Plumbing Board, a license covered under this code may be fully reinstated within a period of five years of retirement without reexamination.

(b) If the holder of a retired license wishes to reactivate a retired licensed within a five-year period, the full fee must be paid for the years that the license was retired. All requests for reactivation must be made in writing to the Plumbing Board.

(c) All persons reactivating a retired license after the fifth year of retirement shall be required to pass an examination administered by the Plumbing Board.

Reciprocal license:

A reciprocal license may be issued if the applicant holds an equivalent license from a first, second, or third class city of the United States, issued by an equivalent board of examiners, whose qualifications and standards are equal to that of the City of Reading, Pennsylvania, and shall have paid the prescribed fee pursuant to a written application.

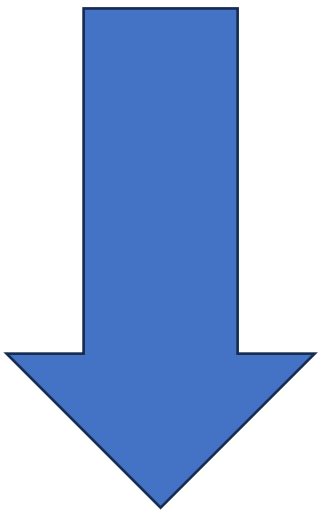
CITY OF READING - PLUMBING TRADE LICENCE RECIPROCITY AS OF 7/7/2023

CITY OF HARRISBURG RECIPROCITY
CITY ÕF PHILADELPHIIA RECIPROCITY
CITY OF SCRANTON RECIPROCITY
CITY OF LANCASTER RECIPROCITY
CITY OF PITTSBURGH RECIPROCITY
MOST, IF NOT ALL, SURROUNDING STATES WITH A STATE LICENSE.

When form is completed you can either email or print and send by ground mail with any and/or all attachments included to:

Email: Janette.Melendez@readingpa.gov Ground Mail: 815 Washington St. Reading, Pa. 19601 c/o Building and Trades

SEE EXAMPLE FORMS OF ACCEPTABLE VERIFICATION OF PASSING RESULTS BELOW



ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Plumbing Plans Examiner

Given this day April 19, 2021

Certificate No.

Michael Wich, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer



This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

OFFICIAL RESULTS REPORT



211 - Pennsylvania (Philadelphia)
Standard Master Electrician

Name: [redacted]

Address: [redacted]

Candidate ID: [redacted]

Date: 11/7/2018

[redacted]

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www.iccsafe.org

To: [redacted]

From: ICC Credentialing

Date: August 02, 2023

Candidate ID: [redacted]

Subject: July 31, 2023 Administration

Examination: Journeyman Electrician

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Thank you,
ICC Credentialing

BID FOR READING SCHOOL DISTRICT
HS ATHLETICS FACILITY PHASE 3 RENOVATION
GENERAL CONTRACTOR

BID FORMS TO BE PROVIDED VIA ADDENDUM

[THIS PAGE INTENTIONALLY LEFT BLANK]

BID FOR READING SCHOOL DISTRICT
HS ATHLETICS FACILITY PHASE 3 RENOVATION
MECHANICAL CONTRACTOR

BID FORMS TO BE PROVIDED VIA ADDENDUM

[THIS PAGE INTENTIONALLY LEFT BLANK]

BID FOR READING SCHOOL DISTRICT
HS ATHLETICS FACILITY PHASE 3 RENOVATION
ELECTRICAL CONTRACTOR

BID FORMS TO BE PROVIDED VIA ADDENDUM

[THIS PAGE INTENTIONALLY LEFT BLANK]

BID FOR READING SCHOOL DISTRICT
HS ATHLETICS FACILITY PHASE 3 RENOVATION
PLUMBING CONTRACTOR

BID FORMS TO BE PROVIDED VIA ADDENDUM

[THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 004313.00 - BID SECURITY FORM

The Bid Security Form utilized for this project shall be a “Bid Bond”, AIA Document A310-2010, included herein, or an approved equal. Reference Section 002113, “Instructions to Bidders” for the execution of the Bid Bond.

END OF SECTION 004313.00

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Reading School District
800 Washington Street
Reading, PA 19601

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
HS Athletics Facility Phase 3 Renovation
801 N 13th Street
Reading, PA 19604

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

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User Notes: (6afb2a48705bfc786be49b4d)

legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

This Bond shall be governed by the laws of the Commonwealth of Pennsylvania. The Principal and Surety hereby consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County, Pennsylvania, and each of them agree that all litigation, claims and disputes arising under or pertaining to this bond shall be decided by the Court of Common Pleas of Berks County, Pennsylvania. The Principal and the Surety further agree that such court shall have exclusive venue and jurisdiction over the parties to this Agreement, and also the Principal and Surety agree to consent to service of process by any means authorized by Pennsylvania law.

Signed and sealed this day of ,

CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
BY:	BY:
(Printed name and title)	*(Printed name and title)*
Witness Signature	Witness Signature
(Witness)	*(Witness)*

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User Notes: (6afb2a48705bfc786be49b4d)

SECTION 004519 – NON-COLLUSION AFFIDAVIT

State of_____:
SS
County of _____:

I state that I am _____ of _____
(Title) Name of Firm)

And that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.

2. Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before Bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. _____ , its affiliates,
(Name of My Firm)
subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as follows:

_____

I state that, _____ ,
(Name of My Firm)

understands and acknowledges that the above representations are material and important and will be relied on by the Reading School District in awarding the contract(s) for which this Bid is submitted. I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Reading School District of the true facts relating to the submission of bids for this contract.

_____
(Name)

_____
(Company, Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

of _____, 20 _____

_____ _____
Notary Public My Commission Expires

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

7. A bidder’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

END OF SECTION 004519

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SECTION 005216.00 - AGREEMENT FORM

The “Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition”, AIA Document A132 - 2019 Edition, modified by the Owner for this Project, shall be in effect for the duration of this Project. A draft form of the modified Agreement Form is bound herein.

END OF SECTION 005216.00

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AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Reading School District
800 Washington Street
Reading, PA 19601
Phone: 484-258-7000

and the Contractor for Construction:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

RHS Athletics Facility Phase 3 Renovation
801 N 13th Street
Reading, PA 19604
CHA Project No. 099531

The Construction Manager:
(Name, legal status, address, and other information)

CHA Consulting, Inc.
1 E. Broad Street, Suite 310,
Bethlehem, PA 18018
610-865-3000

The Architect:
(Name, legal status, address, and other information)

Hord Coplan Macht dba SCHRADERGROUP Studio
555 E North Lane, Ste 5100, Bldg D
Reading, PA 19428
SGA Project No: 226082.00

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. For purposes of this Agreement, the term "General Conditions" as used herein shall mean the AIA A232 – 2019, General Conditions of the Contract for Construction, as modified.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be a fixed date set forth in a Notice to Proceed issued by the Owner or Construction Manager.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of each milestone, each Phase, and the entire Work of all of the Contractors for the Project will be not later than the dates listed in the Contract Documents.

§ 3.3.2 Intentionally deleted.

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract not later than the dates listed in the Contract Documents.

§ 3.4.2 Intentionally deleted.

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this

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Section 3.4, liquidated damages, if any, shall be assessed as set forth in the General Conditions.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[**X**] Stipulated Sum, in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
Project Material Allowances included in the Stipulated Sum are listed on Contractor's Bid Form, attached hereto as Exhibit A, and made a part hereof. No quantity limitations shall apply to the Project. The allowances shall be solely owned by the Owner and, as such, the Owner shall have the sole discretion relating to the use of these allowances. Furthermore, any unused portion of the allowances shall be deducted from the Contractor's Contract Sum. The Contractor shall receive no compensation on the unused portion of the allowances. The Contractor will be required to furnish documentation to the Owner evidencing the expenditures to be charged to the allowance and the reasons therefor prior to the Owner's approval of expenditures from the allowances.

§ 4.2.4 Unit prices, if any: Unit Prices as listed on Contractor's Bid Form, attached hereto as Exhibit A, and made a part hereof.

§ 4.3 Intentionally deleted.

§ 4.4 Intentionally deleted.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

Liquidated damages for failure to complete on time apply for all Project phases, milestones, and the Work as listed on the Contract Documents.

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

None.

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

Except as set forth elsewhere in the Contract Documents, payments to the Contractor will be made monthly for work completed as of the last calendar day of the month or during a period of one calendar month ending on a day mutually agreed to by the Owner and the Contractor provided that all requirements of the Contract Documents have been and are complied with by the Contractor.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of the month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment. The Contractor hereby expressly waives any rights to penalties, interest, and attorney's fees that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa.C.S.A. § 3931, et seq. as amended from time to time.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

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

§ 5.1.4.3 In accordance with the General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less the retainage; and;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.5 Intentionally deleted.

§ 5.1.6 Intentionally deleted.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Reduction or limitation of retainage shall be as set forth in the General Conditions and elsewhere in the Contract Documents.

§ 5.1.7.1.1 Intentionally deleted.

§ 5.1.7.2 Intentionally deleted.

§ 5.1.7.3 Intentionally deleted.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor as set forth in the General Conditions and when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager or Architect, and

.3 the Contractor has completed all Work in compliance with all applicable codes, laws, ordinances, and regulations which affect the Project and the Work has passed all inspections.

§ 5.2.1.2 Intentionally deleted.

§ 5.2.2 Intentionally deleted.

§ 5.3 Except as otherwise set forth in the Contract Documents, payments due and unpaid under the Contract shall bear simple interest from the date payment is due at the rate stated below.
(Insert rate of interest agreed upon, if any.)

3.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of the General Conditions.

§ 6.2 Binding Dispute Resolution

For any Claim involving the Contractor and Owner Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall per Article 15.4 of the General Conditions.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 7.1.1.1 Intentionally deleted.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

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§ 7.2 Intentionally deleted.

§ 7.3 Intentionally deleted.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Jesse C. Leisawitz, Esq., Chief Legal Officer
Reading School District
800 Washington Street
Reading, PA 19601
Phone Number: 484-258-7000

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Contractor Representative
Contractor Name
Street Address
City, State, Zip
Phone Number:

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of the General Conditions and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11.1.2 of the General Conditions and elsewhere in the Contract Documents.

§ 8.6 Intentionally deleted.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:
§ 8.8.1 As between Architect, Construction Manager and Contractor, it is understood that the Architect and Construction Manager shall not be held responsible to Contractor for any errors or omissions on the part of Contractor, including, but not limited to, the Contractor's failure to adhere to the plans and specifications, regardless of whether or not the Architect or Construction Manager is performing observation services.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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.2 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.3 The Project Manual dated November 2026, it's modified Table of Contents attached hereto as Exhibit B and made a part hereof, that shall be deemed to include additions and deletions, if any, made by Addenda as indicated.

4. Drawings dated November 2026 as listed in the drawing index on the Drawing Cover Sheet(s) shall be deemed to include additions and deletions, if any, made by Addendum.

.5 Addenda, if any:

Number	**Date**

.6 Summary of Exhibits to this Agreement:

.1 **Exhibit A:** Contractor's completed Bid Form, executed Bid Bond, Agreement of Surety, and executed Non-Collusion Affidavit.

.2 **Exhibit B:** Project Manual Table of Contents, including any additions/deletions made by Addenda.

.3 **Exhibit C:** Contractor's executed Performance Bond and executed Payment Bond.

.4 **Exhibit D:** Contractor's Certificate(s) of Insurance.

.5 **Exhibit E:** Contractor's completed Public Works Employment Verification Form.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 006113.00 – PERFORMANCE AND PAYMENT BOND FORMS

A. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond (006113.13) and a Payment Bond (006113.16) in the forms provided in these Bid Documents, each in the amount of one hundred percent (100%) of the Contract Sum.

B. The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety, and a valid Certificate of Authority from the Pennsylvania Department of Insurance. The Power of Attorney must be dated the same day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.

C. The Performance and Payment Bonds must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as accepted sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said Circular or revision thereof.

END OF SECTION 006113.00

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SECTION 006113.13 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (collectively, the "Principal"), and _____, a company organized and existing under the laws of the _____of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the READING SCHOOL DISTRICT, a Pennsylvania School District with an administrative address of 800 Washington Street, Reading, PA 19601, as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of _____ Dollars and _____ Cents ($_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid dated _____ (the "Bid") to perform certain _____ work for the Obligee, in connection with the Reading School District, HS Athletics Facility Phase 3 Renovation Project pursuant to plans, specifications and other related documents constituting the Contract Documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by CHA Consulting, Registered Engineers(s), of One East Broad Street, Suite 310, Bethlehem, Pennsylvania; and

WHEREAS, the Obligee is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Performance Bond to the Obligee, with this Performance Bond to become binding upon the Award of the Contract to the Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Performance Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Performance Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Work in

accordance with the Contract Documents, at the time and in the manner provided in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract Documents by the Principal or growing out of the performance of the Contract Documents by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its elected officials, officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, and any damages resulting from such default or failure of the Principal in accordance with the Contract Documents, and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the Work, or any extended warranty period provided by Principal, to be performed under the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages, including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal resulting from such default or failure of the Principal in accordance with the Contract Documents, shall be payable by Principal and Surety upon demand of Obligee; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

This Performance Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, shall not release, and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance, and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the Contract Price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the Contract Price in the aggregate by more than twenty percent (20%). The term “Amendment”, wherever used in this Performance Bond and whether referring to this Performance Bond, or the Contract Documents,

shall include, without limitation, any alteration, addition, extension or modification, and of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Obligee incurs legal fees for default or enforcement of its rights under the Contract Documents or Performance Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County or in the United States District Court for the Eastern District of Pennsylvania and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[Signature page follows]

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20_____.

(Individual Principal) _____(SEAL)
(signature of individual)

Witness: Trading and doing business as:

_____ _____

(Partnership Principal) _____
(Name of Partnership)

Witness:

_____ By:_____(SEAL)
Partner

_____ By:_____(SEAL)
Partner

_____ By:_____(SEAL)
Partner

(Corporate Principal) _____
(Name of Corporation)

ATTEST:

_____ By:_____(SEAL)
President

CORPORATE SEAL

or (if appropriate)

Witness:

_____ *By:_____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

(Corporate Surety)

_____
(Name of Corporation)

Witness:

_____

**By:_____
Attorney-in-Fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation. Attach a valid Certificate of Authority from the Pennsylvania Department of Insurance.

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SECTION 006113.16 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (collectively, the "Principal"), and _____, a company organized and existing under the laws of the _____of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the READING SCHOOL DISTRICT, a Pennsylvania School District with an administrative address of 800 Washington St., Reading, PA 19601, as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of _____ Dollars and _____ Cents ($_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid dated _____ (the "Bid") to perform certain _____ work for the Obligee, in connection with the Reading School District, HS Athletics Facility Phase 3 Renovation Project, pursuant to plans, specifications and other related documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by CHA Consulting, Registered Engineer(s), of Bethlehem, Pennsylvania; and

WHEREAS, the Contract Documents are incorporated into this Bond by reference and made a part hereof; and

WHEREAS, the Obligee, is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Payment Bond to the Obligee, with this Payment Bond to become binding upon the award of the contract to the Principal by the Obligee in accordance with the Contract Documents; and

WHEREAS, it also is a condition of the Contract Documents that this Payment Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Payment Bond to the Obligee, and if the Obligee shall make an award to the Principal, then the Principal and the Obligee shall enter into an agreement with respect to performance of the Work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Payment Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Contract Documents shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, for material furnished, labor supplied or labor performed, then this Payment Bond shall be void; otherwise, this Payment Bond shall be and shall remain in force and effect.

This Payment Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal, any subcontractor of the Principal any assignees of the Principal, or any assignees of any subcontractor of the Principal in the prosecution of the Work covered by the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of any portion of the Work. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include, without limitation, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Contract Documents. As required by the Act, the provisions of this Payment Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Payment Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal or any assignees of any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Payment Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Payment Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant and (c) every action upon this Payment Bond shall be instituted in the Court of Common Pleas of Berks County, Pennsylvania, or in the United States District Court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

This Payment Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, shall not release, and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Payment Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Payment Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the Contract Price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term “Amendment”, wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Payment Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Payment Bond, nor this Payment Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

[continued on following page]

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20_____.

(Individual Principal) _____(SEAL)
(signature of individual)

Witness: Trading and doing business as:

_____ _____

(Partnership Principal) _____
(Name of Partnership)

Witness:

_____ By:_____(SEAL)
Partner

_____ By:_____(SEAL)
Partner

_____ By:_____(SEAL)
Partner

(Corporate Principal) _____
(Name of Corporation)

ATTEST:

_____ By:_____(SEAL)
President

CORPORATE SEAL

or (if appropriate)

Witness:

_____ *By:_____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

(Corporate Surety) _____
(Name of Corporation)

Witness:

_____ **By:_____
Attorney-in-Fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation. Attach a valid Certificate of Authority from the Pennsylvania Department of Insurance.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/20xx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
BEST INSURANCE AGENCY 123 MAIN ST ANYTOWN PA #####	PHONE (A/C, No, Ext): 610.868.8507	FAX (A/C, No): 610.868.7604
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BEST CONTRACTING INC 123 MAIN ST ANYTOWN, PA #####	INSURER A : INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: SAMPLE COI** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			123456789	DATE	DATE	EACH OCCURRENCE	$	CONTRACT
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	CONTRACT
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	CONTRACT
							PERSONAL & ADV INJURY	$	CONTRACT
							GENERAL AGGREGATE	$	CONTRACT
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	CONTRACT
	POLICY PRO-JECT LOC							$	
A	AUTOMOBILE LIABILITY			123456789	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident)	$	CONTRACT
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS								
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	NON-OWNED AUTOS							$	
								$	
B	UMBRELLA LIAB X OCCUR			123456789	DATE	DATE	EACH OCCURRENCE	$	CONTRACT
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	CONTRACT
	DEDUCTIBLE							$	
	RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			123456789	DATE	DATE	X WC STATU-TORY LIMITS OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$	CONTRACT
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	CONTRACT
							E.L. DISEASE - POLICY LIMIT	$	CONTRACT
	POLLUTION LIABILITY			123456789	DATE	DATE		$	CONTRACT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

UMBRELLA# (INSERT POLICY NUMBER) PROVIDES EXCESS COVERAGE OVER GENERAL LIABILITY, AUTO, AND WORKERS COMPENSATION. READING SCHOOL DISTRICT, HORD COPLAN MACHT DBA SCHRADERGROUP STUDIO, CHA AND ALL CONSULTANTS; AND EACH OF THE OFFICERS, AGENTS, AND EMPLOYEES, THE CITY OF READING AND ITS EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON ALL POLICIES PERTAINING TO THIS PROJECT.

CERTIFICATE HOLDER

READING SCHOOL DISTRICT
800 WASHINGTON STREET
READING, PA 19601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE CERTIFICATE HOLDER THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF ANY SUCH CANCELLATION IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

RHS Athletics Facility Phase 3 Renovations
801 N. 13th Street
Reading, PA 19604
CHA Project No.099531

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CHA Consulting, Inc.
1 East Broad Street, Suite 310
Bethlehem, PA 18018
Phone: 610-865-3000

THE OWNER:
(Name, legal status, and address)

Reading School District
800 Washington Street
Reading, PA 19601
Phone: 484-258-7000

THE ARCHITECT:
(Name, legal status, and address)

Hord Coplan Macht dba SCHRADERGROUP Studio
555 E North Lane, Ste 5100, Bldg D
Conshohocken, PA 19428
Phone: 215-482-7440
Project No. 226082.00

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents consist of the Agreement, the General Conditions of the Contract for Construction Drawings, Specifications, Advertisement for Bids, Instructions to Bidders, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, such as the Contractor's executed Bid Form, Bid Bond, Agreement of Surety, Performance Bond, Payment Bond, and Non-Collusion Affidavit and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include, but are not limited to , sample forms and other information furnished by the Owner in anticipation of receiving bids, quotes, or proposals. The Contract Documents shall apply to all Prime Contractors and each Prime Contractor shall be responsible for the content of them all.

§ 1.1.2 The Contractor is responsible to read the entire AIA A232-2019 General Conditions of the Contract for Construction as it has been modified from the original AIA Document A232-2019.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) expect as provided in Article 6 of these General Conditions, between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties. Each Subcontractor, having received and reviewed the Contract Documents, as evidenced by its execution of a subcontract with the Contractor, agrees that these General Conditions have been incorporated in the Subcontractor's subcontract by reference and, to the extent such General Conditions conflict with the express provisions of the subcontract with respect to obligations Subcontractor may have to Owner, these General Conditions shall take precedence.

§ 1.1.2.1 Contractor acknowledges and warrants that it has closely examined all of the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, regulations and/or requirements of any local, state, federal or other governmental agency.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations, and further including any Subcontractor and Sub-subcontractor Work, material suppliers, and/or any other entity from whom the Contractor is responsible whether on or off the site of the Project. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include, without limitation, the obligation of the Contractor to visit the Project site before submitting a Bid. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including, without limitation, all existing site conditions, access to the site, and the physical characteristics of the site and surrounding areas.

§ 1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner, Construction Manager or Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do

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not comprise the Work, including, but not limited to, the following: shoring; scaffolding; hoists; weatherproofing; or any temporary facility; or activity, since these are the sole responsibility of the Contractor.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. This includes all Prime Contractors who have mutual responsibility to each other.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

§ 1.1.7.1 The Drawings are diagrammatical and show the general arrangement and extent of the Work; exact locations and arrangements of parts shall be determined as the Work progresses and shall be subject to the Architect's approval. No extra compensation will be allowed due to conflicts, inconsistencies, or discrepancies between actual dimensions and those indicated. The right is reserved by the Architect to make any reasonable change in location of equipment, ductwork and piping prior to roughing in without involving additional compensation to the Prime Contractors. Each Prime Contractor shall coordinate its Work with the Work of others, so that interference between trades does not occur. Each Prime Contractor shall furnish and install offsets, bends, turns, and the like in connection with its Work to avoid interference with Work of other Contractors, to conceal Work where required, and to secure necessary clearance and access for operation and maintenance.

§ 1.1.7.2 Contractor shall carefully examine the Architectural, Mechanical, Plumbing, Electrical, and other Contract Drawings and Specifications. If any discrepancies occur between the Drawings or between the Drawings and Specifications, the Contractor shall report such discrepancies to the Architect and Construction Manager in writing and obtain written instructions as to the manner in which to proceed. No departures from the Contract Documents shall be made without prior written approval of the Architect and Construction Manager.

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

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

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

§ 1.1.11 Resident Project Engineer: The term Resident Project Engineer (RPE) shall be interchangeable with Construction Manager (CM) for this Project and shall mean CHA Consulting, Inc.

§ 1.1.12 Owner: The term Owner shall refer to the Reading School District.

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§ 1.1.13 Architect: The term Architect refers to Hord Coplan Macht dba SCHRADERGROUP Studio and means the registered Architect of record.

§ 1.1.14 Completion Date: The term Completion Date means any substantial completion, final completion, milestone, phase, or other time sensitive date identified in the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.1.2 Notwithstanding anything else to the contrary in the Contract Documents, in the event of conflicts, inconsistencies or discrepancies between and/or within the Contract Documents and/or applicable codes, laws, ordinances, regulations and/or requirements of any state, federal or any other governmental agency, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement, or both, in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.1.2, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.3 In the event of conflicts, inconsistencies, or discrepancies between and/or within the Contract Documents, interpretations will be based on the following order of precedence:

.1 The Agreement
.2 Addenda, those of later date have precedence
.3 General Conditions of the Contract for Construction
.4 Specifications
.5 Large-scale Drawings shall supersede smaller-scale Drawings
.6 Dimensions shall govern over scaling of the Drawings
.7 In case of conflicts, inconsistencies, or discrepancies in the Drawings or in the Specifications, the latter shall be submitted to the Architect who will promptly provide a determination in writing. In the case of a conflict, inconsistency, or discrepancy between and/or within the Drawings and Specifications not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation, and no additional compensation or extension of time will be allowed.

§ 1.2.1.4 If a minor change in the Work is found necessary due to actual field conditions, each Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor represents that the Subcontractors, manufacturers, and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them.

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

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§ 1.2.4 Where the Work is shown in complete detail on only a portion of the Drawings or there is an indication of continuation, the remainder being shown in outline, the Work drawn out in detail shall be understood to apply to the other portions of the structure. The Drawings and Specifications are intended to be a common and complimentary set of documents. Anything shown on the Drawings but not in Specifications shall be equally binding as if both noted on the Drawings and called for in the Specifications.

§ 1.2.5 No measurement of a drawing by scale shall be used as working dimension. Working measurements shall be taken from figure dimensions. Work shown diagrammatically on Drawings shall be agreed upon for exact location before being installed. Where the activities of two or more trades are in close proximity, the Contractor shall confer with the other Prime Contractor(s) concerned before making its installation. Work installed by the Contractor in an arbitrary manner without regard for the work of other separate contractors or Prime Contractors shall be promptly repaired and/or replaced by the Contractor to the satisfaction of the Architect at no additional cost to the Owner.

§ 1.2.6 The Contractor shall carefully examine the civil, architectural, plumbing, electrical, fire protection and other Drawings and Specifications. If any conflicts, inconsistencies, or discrepancies occur between and/or within the Drawings and Specifications and is discovered after the submission of bids, the Contractor shall promptly report such a conflict, inconsistency, or discrepancy to the Architect in writing and obtain written instructions as to the manner in which to proceed. No departures from the Contract Documents shall be made without the prior written approval of the Architect and written notice to the Owner.

§ 1.2.7 The Drawings and Specifications, as a part of the Contract Documents, are for the purpose of illustrating and describing the general character and extent of the Work; and they are intended to agree and be mutually explanatory. Further, it is the intention that these instruments of service shall be complete in their meaning and shall represent completeness in design as well as any fragments thereof. It is the intent and purpose of the Specifications and Drawings to cover and include each item of material, machinery, apparatus, equipment, labor, and services necessary to properly install, equip, adjust, and put into perfect operation the respective portions of the installations specified, and to so interconnect the various items or sections of the Work as to form a complete and operating whole, and deliver the Work in the specified time. Any apparatus, machinery, material, equipment, labor, and services not specifically mentioned which may be found necessary to complete or perfect any portion of the Work in a substantial manner, and in compliance with the requirements stated, implied, or intended in the Contract Documents, shall be furnished without extra cost to the Owner. This shall include all material, devices, or methods peculiar to the type of construction furnished and installed by the Contractor.

§ 1.2.8 If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors in Drawings or in the layout as given by the points and instruction, the Contractor shall immediately inform the Construction Manager and Architect in writing and the Construction Manager and Architect, with reasonable promptness, shall verify the same. Any work done after such discovery, until authorized, shall be done at the Contractor's risk.

§ 1.2.9 In Multiple Prime Contract construction where the Contract Documents duplicate the same work or materials under more than one Prime Contract or subcontract, such duplication shall be settled by the Construction Manager and Architect in writing upon request of a Prime Contractor concerned prior to submission of Bid. Any such duplication which may exist in the Contract Documents after Bids are received will be interpreted by the Construction Manager and Architect as having duplicate values in the multiple contracts or subcontracts and proper credit to the Owner, therefore shall be made by the Contractors as the Architect shall designate.

§ 1.2.10 Division 01 shall govern the execution of all Specification Sections.

§ 1.3 Capitalization

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

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§ 1.4 Interpretation

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Unless otherwise indicated, any reference to a Section means the Section of these General Conditions, including any subsections thereof.

§ 1.4.2 Unless otherwise defined herein or elsewhere in the Contract Documents, for the purpose of the Contract Documents, the meaning of all words, shall be in accordance with the definitions given in the latest edition of "The Random House Dictionary of the English Language." Certain terms used in the Contract Documents are defined in this Article. Definitions and explanations of this Article are not necessarily either complete or exclusive but are general for the Work to the extent they are not stated more explicitly in other provisions of the Contract Documents. These terms are:

.1 Indicated: The term "indicated" is a cross-reference to graphics, notes, or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated," it is for purpose of helping the reader locate a cross-reference, and no limitation of location is intended except as specifically noted.

.2 Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted" and "permitted" mean "directed by the Architect, after consultation with the Owner." However, no such implied meaning will be interpreted to extend the Architect’s responsibility into Contractor’s area of construction supervision.

.3 Approved: Where used in conjunction with Architect’s response to submittals, requests, applications, inquiries, reports and claims by a Contractor, the term "Approved" will be held to limit the Architect’s responsibilities and duties as specified in these General Conditions. In no case will "Approved" by the Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.

.4 Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations, as applicable in each instance.

.5 Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at the Project site including, but not limited to, unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning, and similar operations, including, without limitation, the coordination with other Prime Contractors and Subcontractors as applicable in each instance.

.6 Relocate: The term "relocate" shall mean "move from the existing location to the new location installed complete and ready for use" for all items noted on the Drawings and/or indicated in the Specifications.

.7 Provide: Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

.8 Coordinate: The term "coordinate" means to cooperate with related trades to furnish and install all connections between the trades in correct sequence, size, and location to create a complete system ready for the intended use.

.9 Verify: The term "verify" means to measure, investigate, review, test, and check the accuracy or correctness of and prove by demonstration, evidence, or testimony, the location, size, dimension, and condition of an item.

.10 Laws or Regulations: The terms "laws" and "regulations" each include, without limitation, laws, statutes, codes, ordinances, regulations, and lawful orders issued by authorities having jurisdiction, as well as rules, guidance, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

.11 Installer: The term an "Installer" is an entity engaged by a Contractor, either as an employee, Subcontractor or Sub-subcontractor for performance of a particular construction activity, including, but not limited to, installation, erection, application and similar operations. Installer is required to be experienced in the operations it is engaged to perform. The term "experienced," when used with the term "Installer" means having a minimum of five (5) years of previous project experience similar in size and scope to this Project, and familiar with the precautions required, and has complied with requirements of the authorities having jurisdiction.

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.12 Contract Description: The term "Contract Description" means a list of Specification Sections, narrative, and Contract Document references that will be the responsibility of the Contractor.

.13 "Agreement" and "Contract" is used interchangeably.

.14 The terms "project schedule", "construction schedule", or "schedule" shall be used interchangeably to mean the schedule of activities with dates and duration for each activity of work required for the project.

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner is a Pennsylvania Public School District; therefore, the Owner's liability under the Contract cannot be increased without the affirmative vote of the Board of School Directors at a public meeting. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative and provided, however, the Construction Manager and Architect shall have the authority to act on behalf of the Owner with respect to providing notification, administering or enforcing the Contract Documents.

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§ 2.1.2 Intentionally deleted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally deleted.
§ 2.2.2 Intentionally deleted.
§ 2.2.3 Intentionally deleted.
§ 2.2.4 Intentionally deleted.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of, legal limitations of, or utility locations for the site of the Project. The Contractor shall confirm the location of each utility, shall excavate and dispose of each on-site utility, and shall cap each off-site utility as required by the Work and as may be included in the Contract Documents. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the condition of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including, but not limited to, all structural, surface, and reasonably ascertainable subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments, the Contractor agrees and acknowledges: (1) that the Contract Sum is just and reasonable compensation for all Work, including, without limitation, foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (2) that the Contract Time is adequate for the performance of the Work. The Contractor shall have no claims for surface or reasonably ascertainable subsurface conditions encountered. The Contractor shall exercise special care in executing subsurface Work in proximity of known subsurface utilities, improvements, and easements.

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

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish free of charge to the Contractor copies of the Contract Documents as follows. Should a Contractor require a greater number of sets than provided below, they shall request additional sets, or individual sheets from the Architect and pay the cost involved. The Contractor should expect considerable delay in reproduction of additional sets of specifications if requested beyond those noted below:

.1	Contract No. 1:	General Construction Contract:	4 sets
.2	Contract No. 2:	Mechanical (HVAC/MC) Construction Contract:	2 sets
.3	Contract No. 3:	Electrical Construction Contract:	2 sets
.4	Contract No. 4:	Plumbing Construction Contract:	2 sets

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§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Other communication shall be made as set forth in Section 4.2.6.

§ 2.3.9 The Owner will furnish all land and rights-of-way necessary for the carrying out of the Agreement and the completion of the Work therein contemplated.

§ 2.3.10 The Contractor shall confirm the location of all utilities on the site prior to the commencement of any Work on site. To the extent required for the execution of the Work, the Contractor shall provide all temporary or permanent connections, terminations, removal, or alterations of the utility services to the site. Individual responsibilities of the separate Prime Contractors are delineated further in the Specifications.

§ 2.3.11 The Owner will provide such test borings and information that it has as to the existing subsurface conditions and site geology. The Owner does not assume any responsibility whatsoever with respect to sufficiency or accuracy of borings made, or of the logs of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guarantee, express or implied, that the conditions indicated by such investigations, borings, logs, or other information are representative of those existing throughout the Project site. There is no warranty or guarantee, express or implied, that unforeseen developments may not occur.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Upon notice from the Owner, the Contractor shall resume performing such Work. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof. The Owner's right to stop the Work shall not relieve the Contractor of any of its responsibilities and obligations under or pursuant to the Contract Documents.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to adequately staff the Project with the proper management, supervision, materials and workforce, including its duty to proceed expeditiously with adequate forces so as to maintain the Project schedule, achieve the Project milestones, and substantial completion, and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Notwithstanding the above, Owner shall not be required to comply with the notice provisions hereof and may proceed to correct such default and neglect if Contractor fails to, within a 24-hour period after receipt of written notice from the Owner, commence and continue correction of such default and neglect where further delay would cause disruption to the Project schedule. Owner shall have the further right to carry out work without any prior notice to Contractor, in an emergency affecting safety of persons or property, and said work is necessary to prevent threatened damage, injury or loss. The right of the Owner to carry out the Work pursuant to this Section 2.5 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Owner's rights set forth in Sections 2.4 and 2.5 hereof shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including, but not limited to, Owner's expenses, attorneys' fees and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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§ 2.6 Limitation of Responsibility

In no event shall the Owner, Construction Manager, and Architect have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents. Hence, the Owner and Contractor hereby acknowledge and agree that the Owner has retained the Contractor as an independent contractor to perform the Work on the Project. It is expressly understood and agreed that the presence on the jobsite of the Owner's visiting officers or employees, the Owner, Architect, Construction Manager, or supervisory personnel employed by Owner, and the making by such personnel of any inspections of the Contractor's Work, materials, tools or equipment, or of the finished Work of the Contractor and their approval of same, or failure to take exception thereto, shall in no way relieve the Contractor from its absolute responsibility to perform its Work and furnish its materials in accord with the requirements of the Contract Documents. Any failure by the Owner or Architect to take exception to any Work of the Contractor shall not constitute a ratification or approval of the Work or work methods employed by the Contractor if the same did not in fact comply with the requirements of the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 Where the term "Contractor" is modified in any way, such as, without limit, "this Contractor", "Plumbing Contractor", "HVAC Contractor" or "Mechanical Contractor", "General Contractor", "Electrical Contractor", the modified term shall be deemed to refer to the Prime Contractor, but such meaning does not relieve the Contractor from his responsibility for all Work, whether or not such Work is sublet or subcontracted. The Contractor shall perform the Work in strict accordance with the Contract Documents. The plural term "Prime Contractors" or "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager and Architect. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor shall be responsible for the coordination of its Work with the other Prime Contractors. The Owner, Architect and its consultants, and the Construction Manager and its consultants, shall not be responsible for coordination of the Contractor's Work.

§ 3.1.4 The General Contractor is designated as the Project Coordinator for this Project unless noted otherwise. See all of Articles 3 and 6 for additional information.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 The Contractor shall carefully study and compare the Drawings, the Specifications, Addenda, and other Contract Documents relative to the Work, shall take field measurements of any existing conditions related to the Work, and shall observe any conditions at the Project site affecting the Work. Any design errors, omissions, or inconsistencies noted by a Contractor shall promptly be reported to the Construction Manager and Architect. Contractor acknowledges that the Contract Documents are full and complete, are sufficient to have enabled it to determine the Contract Sum and that the Drawings, the Specifications and all Addenda are sufficient to enable such Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, codes,

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building codes and regulations of any local, state, federal or any other governmental agency, and otherwise to fulfill all of its obligations under the Contract Documents.

§ 3.2.2.1 Except as to any reported errors, inconsistencies or omissions that have been acknowledged and corrected by the Architect and Construction Manager via Addendum, and to concealed or unknown conditions defined in Section 3.7.4 by executing the Agreement, the Contractor represents the following:

.1 The Contract Documents are sufficiently complete and detailed for the Contractor to: (1) perform the Work required and to produce the results intended by the Contract Documents; and (2) comply with all requirements of the Contract Documents.

.2 The Work required by the Contract Documents, including, but not limited to, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, statutes, ordinances, regulations, rules, orders, codes, and building codes of any state, federal or any other governmental agency which bear upon Contractor's performance of the Work.

§ 3.2.3 The Contractor shall satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to verify all such locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3.1 Measurement: Before ordering any materials or doing any Work, each Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge by the Prime Contractors or compensation to the Prime Contractors will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted by the Prime Contractor to the Architect in writing for resolution before proceeding with the Work.

§ 3.2.3.2 Prior to proceeding with any Work, and in sufficient time as not to delay the Work, the Contractor shall:

.1 Review, compare and analyze the Contract Documents and any information or surveys provided by the Owner; and

.2 Inspect and check such portion of the Work for proper fit and matching with continuous Work and for proper coordination with other Work and the Work of the Owner or of separate contractors; and

.3 Verify all dimensions and measurements with actual field conditions at the Project.

§ 3.2.3.3 The Contractor shall immediately notify the Owner, Construction Manager, and Architect of any errors, omissions or inconsistencies noted as the result of the Contractor's activities under Section 3.2.3 as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require. If the Contractor knows or reasonably should know of any such error, omission or inconsistency and proceeds with the construction in question without first giving such notice, any claim for an adjustment to the Contract Sum or the Contract Time shall be deemed waived and released and the Contractor and its Surety shall assume all responsibility and liability on a joint and several basis for such performance and shall indemnify the Owner for all costs, expenses, losses and damages incurred by the Owner, including, but not limited to, legal fees, costs, and expenses, incurred by the Owner as the result thereof, including any cost to repair, correct or rework the construction in question.

§ 3.2.4 If the Contractor believes that additional cost or time will be required as a direct result of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3 and its sub-Sections, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3 and its sub-Sections, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the

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Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Contractor shall review the drawings and the Work of others to determine if that Work affects the Contractor's planned Work and also to coordinate and schedule all required Work.

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.1.1 The Contractor is to appoint a single representative on-site and will designate the same in writing, who has the authority to act on behalf of the Contractor and its Subcontractors and suppliers. Contractor's supervision of Work shall include expediting and coordination of work of trades. Contractor shall perform all supervising and procuring required to ensure delivery of materials to maintain work schedules of sub-contractors and progress schedule of Project to ensure full completion of work, to supply equipment or instruments necessary to complete specified test, checks, balancing of system, to furnish operating instructions, etc.

§ 3.3.1.2 At any time during the Project, the Owner, Architect, and Construction Manager shall have the right and authority, but not the duty, to require the replacement of the Contractor's Project Manager, Superintendent, or Foreman. The Construction Manager shall have the right and authority, but not the duty, to require the Contractor to assign additional supervisory personnel to the Project to ensure compliance with the schedule and quality requirements at no additional cost to the Owner and no increase in the Contract Sum. The Contractor shall not change or replace the assigned superintendent without the prior written consent of the Owner.

§ 3.3.1.3 When more than one major phase is being constructed at different locations of the Project site, supervision must be assigned to each phase when Work of that Agreement is being performed. When performing construction Work to maintain the progress schedule requires extended hours, multiple shifts, and/or additional workdays, adequate supervision shall be required during these times. The competence level and ability of supervisory personnel must be adequate to perform the construction activities involved.

§ 3.3.1.4 Although these various second level supervision personnel may be reassigned from time to time, the Contractor shall retain one superintendent with full responsibility while performing Work on the Project.

§ 3.3.1.5 The Contractor, his employees or his subcontractors shall not install any product or equipment in a manner that is in direct conflict with the manufacturer's recommended requirements. If the manufacturer of the product or equipment has requirements that cannot be met by the specific application indicated, the Contractor shall bring this information to the attention of the Architect. Products or equipment that are installed contrary to their manufacturer's requirements shall be replaced at no additional cost to the Owner unless specifically authorized in writing by the Architect.

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§ 3.3.1.6 The Project involves numerous complex plumbing, mechanical, electrical, and general construction installations, Contractor's representatives shall be sufficiently familiar with these trades to provide intelligent and efficient supervision, coordination and scheduling through all phases of work.

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

§ 3.3.2.1 After Award of Contract, any claims for additional costs associated with completion of the Work within the required Contract Time will not be considered. If extra time in any form, such as shift work, overtime, or premium time, is necessary to meet Contract requirements regardless of trade, such costs have been already included in the Contract Sum. The Contractor represents that it has allowed for these shift, overtime, and premium time requirements and include the costs necessary to allow the other Prime Contractors to complete the Work within the specified time. Failure to recognize the extra costs in the Contract Sum shall not relieve the Contractor from utilizing shift, overtime, or premium time work in performance of its Contract nor entitle the Contractor to additional compensation. Where installation work is part of the Contract, all costs associated with meeting the time frames indicated in the construction schedules shall be included in the Contract Sum and the Owner shall incur no additional cost and there shall be no increase in the Contract Sum.

§ 3.3.2.2 No alleged verbal agreement or conversation with any officer, agent or employee of the Owner, Construction Manager or Architect, either before or after the execution of the Contract, shall affect or modify the terms or obligations herein contained. Failure to comply with any or all of the requirements of this Section 3.3 will not relieve the Contractor from the responsibility of properly estimating the difficulty or cost of successful completion of the Work, nor from the responsibility for the faithful performance of the provisions of this Contract. Modifications or changes may be made in writing only. This requirement may not be waived under any circumstances.

§ 3.3.2.3 The Contractor has reviewed the substantial completion dates and times for each milestone, phase and the entire Work of the Project set forth in the Contract Documents, agrees that such dates and times are reasonable and commits to achieve them. The Contract Sum includes costs associated with completion by those dates and times, including, but not limited to, costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades, coordination with the schedules and work of other Prime and separate contractors, allowing sufficient time, work and storage areas, and site access for other Prime and separate contractors to timely progress and complete their work, and overtime, expediting, and acceleration that may be required to complete the Work by those dates and times. After Award of Contract, no claims will be considered for any costs related to meeting the Project schedule.

§ 3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor..

§ 3.3.3.1 A Prime Contractor's failure to perform their Work or whose negligence in performing their Work impacts other Prime Contractors or separate contractors shall be responsible for costs or damages incurred by the other contractors that are necessary to maintain the Project Schedule. Prime Contractors shall be responsible for costs or damages incurred by Owner and the other Contractors, including but not limited to attorney fees and additional compensation of Construction Manager and Architect.

§ 3.3.4 The General Contractor is designated as the Project Coordinator for this Project. The Project Coordinator and other Prime Contractors are responsible for coordination of the Work. The Project Coordinator is responsible for making all coordination decisions not mutually agreed to by all affected Prime Contractors. Disputes between or among the Project Coordinator and one or more other Prime Contractors and disputes in connection with the construction schedule, the furnishing of additional resources to meet the project schedule, job coordination and all aspects of the means and methods of construction shall be submitted promptly to the Project Coordinator for a final construction decision. The Project Coordinator and the affected Prime Contractor or Contractors shall in connection

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with all submissions for a final construction decision provide actual written notice contemporaneously to the Construction Manager, Architect, and the Owner. The final construction decision of the Project Coordinator must, at all times, be consistent with content and intent of the Contract Documents and the latest accepted schedule and shall be subject to review and approval, rejection, or modification by the Construction Manager. The final construction decision of the Project Coordinator, as approved or modified by the Construction Manager, will be observed, accepted, and fully followed by all Prime Contractors and their Subcontractors on the project, subject only to the dispute resolution procedures set forth in Article 6 of these General Conditions. The progress of the Work in accordance with the final construction decision of the Project Coordinator, as approved or modified by the Construction Manager, shall not be delayed pending any such dispute resolution proceedings.

§ 3.3.5 The schedule of any Work affecting existing installations or facilities shall be coordinated with the other consultants, Owner and Construction Manager. At no time shall any of the Work or operations leading to Work defined in the Contract Documents interfere in any way with the Owner's day-to-day activities, service of power, light, heat, water, telephone, utilities, etc., which shall be maintained. Shutdown of utilities or equipment affecting existing operations will not be permitted except as provided below. Any premium time or additional cost to comply with these requirements shall be at the expense of the Contractor and shall be included in their bid. No shutdowns of existing installations and facilities, except by special permission, shall be scheduled between 5:00 a.m. and 6:00 p.m. All required shutdowns shall be during nights with the prior written approval of the Owner.

§ 3.3.6 Each Prime Contractor shall be responsible for the intermeshing of various other contracts and their own Work, so that no part will be left in an unfinished condition owing to disagreement among the various Prime Contractors as to where the Work of one begins and ends with reference to the Work of another. Prime Contractor shall deliver a fully completed Project to the Owner.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 Not later than 30 days from the Contract Date, the Contractor shall provide a list of all products proposed for installation, including the name of the manufacturer of each for approval by the Owner and Architect. The list shall be tabulated by, and be complete for, each Specification Section. Where applicable, subcontractor's names shall be included in such list. Only those materials specified in the Contract Documents or approved by Addendum may be used in construction.

§ 3.4.1.2 Any material specified by reference to the number, symbol, or title of a specified standard, such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof, and any amendment or supplement thereto in effect on the date of submission of the Bid, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in full in the Specification.

§ 3.4.1.3 The specific mention of a manufacturer's name, brand of material, equipment, etc., shall be considered as indicating a standard of quality, grade or type desired. Materials of manufacturers other than those mentioned throughout the specifications may be accepted if they are equal in quality and performance to those specified **and** written approval is given by the Architect prior to bid. Any other substitution request procedures are further defined in the Contract Documents.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive. Contractor shall pay Architect directly for any

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costs associated with reviewing substitution requests and revising the Drawings and Specification as a result of any substitution requests.

§ 3.4.2.1 After the Agreement has been executed, the Owner will not consider a request for the substitution of products in place of those specified.

§ 3.4.2.2 If the Contractor makes a request for substitution, such request shall be deemed to be Contractor's:

.1 Representation that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the specified product.

.2 Representation that the Contractor will provide the same warranty for the substituted product that the Contractor would for the specified product.

.3 Certification that the cost data presented is complete and includes all related costs under this Agreement except the Architect's redesign costs and waives all claims for additional cost related to the substitution which subsequently become apparent.

.4 Representation that it will coordinate the installation of the accepted substitute product and make such changes as may be required for the Work to be complete in all respects without additional cost to the Owner.

.5 Representation that the use of the substituted product will not have an adverse effect on any other trade or the construction schedule. However, to the extent that the incorporation of a substituted item or assembly into the Work will require revisions or additions to the Work of other construction contracts, the Contractor proposing to use such substituted materials, products, or assembly represents that it will bear the cost of such revisions or additions for all applicable trades of Work at no change in the Contract Sum.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Owner, Architect and its consultants, and the Construction Manager and its consultants, shall not be responsible for coordination of the Contractor's work. Owner specifically reserves the right to reject any person that Owner deems unfit to be permitted on the Project site. Upon written notice from the Owner, the Contractor shall have all such persons removed from the Project site. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from Project site as set forth in Section 1-111 of the Pennsylvania Public School Code and/or Subchapter C.2 of the Child Protective Services Law.

§ 3.4.3.1 Competent Workmen: No person shall be employed to do Work under the Contract except competent and first-class workmen and mechanics. For projects where the total estimated cost is $25,000 or less, no workmen shall be regarded as competent and first class, within the meaning of Federal legislation, Title X, P.L. 103-227, Goal 2000, Educate America Act of 1994 and state regulations, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' of work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where the Work is being done. The Contractor shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Contractor or the Owner or Subcontractors in connection with the Work of the Project or the location thereof. The Contractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being performed and that it shall be bound and abide by such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Section shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Contractor fail to carry out or comply with any of the foregoing provisions, the Owner shall have the right, in addition to any other rights and remedies provided by the Contract Documents, at law or at equity, after three (3) days' written notice mailed or delivered to the last known address of the Contractor, for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the premises and take possession. Workmen shall strictly comply with Drug and Alcohol-Free Workplace program set forth in the Contract Documents.

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§ 3.4.3.2 Contractors' personnel shall not make any remarks to any students or Owner's personnel that violate decency or cause embarrassment to that individual or the Owner. Failure to comply will result in dismissal from the Project.

§ 3.4.3.3 The Contractor shall abide by the following requirements, which shall apply to all Contractors, all Subcontractors of any tier, and all employees of all Contractors and all Subcontractors of any tier.

.1 They shall not socialize with the students, faculty, visitors, or patrons.
.2 They are prohibited from smoking, vaping, and other use of tobacco in buildings and on the grounds owned by or under the control of the Owner.
.3 They are not allowed to use the existing facilities, i.e., lunchroom, toilets, etc., unless specifically stated otherwise in these Contract Documents.
.4 They are not allowed in the existing facility except in areas being renovated.
.5 They shall not use radios on the site for music or entertainment purposes.
.6 They shall not possess, or consume, or be under the influence of alcoholic beverages when on site.
.7 They shall not use, possess, or be under the influence of any illegal substances (i.e., drugs, etc.) while on site.

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§ 3.4.3.4 Workers shall not smoke or use vaping devices within the limits of the Owner's property boundaries or as otherwise required by Federal legislation, Title X, P.L. 103-227, Goal 2000, Educate America Act of 1994 as amended from time to time, including without limitation, 20 U.S.C.A. Section 6081, et seq., the Pro-Children Act of 1994. Workers shall not possess or consume alcoholic beverages when within the limits of the Owner's property boundaries. The Contractor shall require its employees and agents, and its Subcontractor's employees and agents to work diligently and behave in an orderly manner at all times when at or about the Project site and shall remove from the Project any employee whose conduct is deemed objectionable. Unless otherwise approved by the Owner, persons performing Work shall not use the Owner's building facilities, including, without limitation, restroom facilities.

§ 3.4.4 Contract Sum Not Adjusted for Rising Costs: The Bid (and hence the Contract Sum) for the Contract must be guaranteed for the duration of this Project and shall thereby have incorporated within it any or all escalation factors related to market conditions. Notwithstanding any other provision in the Contract Documents to the contrary, Contractor's Contract Sum is intended to include all increases in cost, foreseen or unforeseen, including, without limitation, increases in costs arising from supply shortages, unusual delay in deliveries, increases in market prices for materials, labor, taxes and/or other causes beyond the Owner's control, all of which are to be borne solely by the applicable Contractor supplying the materials and/or labor to the Project. All loss and/or damage arising from any of the Work performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same shall be borne solely by the applicable Contractor prosecuting the Work.

§ 3.4.5 The Contractor shall ensure that products incorporated into, and used to execute, the Work of the Project are free from asbestos and other hazardous materials. If any suspected asbestos-containing material is installed, the Owner has the right to have the material in question tested and if proven to contain asbestos, the Contractor shall remove all material in question and replace it with new acceptable material at no additional cost to the Owner and shall pay for costs associated with testing of the suspected material.

§ 3.4.6 Overtime: Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

§ 3.4.7 The equipment and procedures used on portions of the Work shall be such that no damage to adjacent property or roadways will result from their use. No work of any kind shall be installed or stored in a manner which will endanger the structure of the building.

§ 3.4.8 Material Shipments: The Contractor in making or ordering shipments shall not consign or have consigned materials, equipment, or any other items in the name of the Construction Manager, Architect, or the Owner. Neither the Construction Manager, Architect or the Owner shall be under any obligation to make payment for charges on shipments made by or to the Contractor.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

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

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§ 3.5.3 The Contractor hereby guarantees the Work to the full extent provided in the Drawings, Specifications, these General Conditions, and other Contract Documents. Materials and workmanship shall be guaranteed for a minimum of one (1) year from the date of Final Payment for the entire Project, except where a longer period is specified. The Contractor shall make good without cost to the Owner for any defective portion of the Work, including other Work damaged thereby, within seventy-two (72) hours of being notified of the defective work. Owner's rights and remedies hereunder shall be in addition to any other rights and remedies which the Owner may have pursuant to law, equity or other portions of the Contract Documents. Without limitation by the foregoing, the Contractor shall pay in addition for all damage to the Project resulting from defects in the Work and all costs and expenses necessary to correct, remove, replace and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing, or repairing the Work, as well as any consequential damages the Owner may suffer. If the Contractor fails to adhere to this provision, the Owner will be entitled to, in seeking to enforce its rights, recover, legal fees, consultant and expert witness fees, or any other expenses incurred by the Owner.

§ 3.5.4 The Contractor shall forward guarantee and warranty registration cards to the manufacturers in the name of the Owner showing the date of acceptable Substantial Completion of the Work as the beginning date for guarantee and warranty periods.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and/or use tax all tangible personal property within the definition of 'building machinery and equipment' as that term is defined in Act No. 45-1998. No charges for tax shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption form the taxes apply. In order to facilitate such purchase free of sales and/or use tax in Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the Owner agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue.

§ 3.6.2 The Contractor hereby accepts and assumes full and exclusive liability for payment of all sales taxes, state and municipal taxes including, without limitation, business privilege taxes, use taxes, and all contributions and payroll taxes under the provisions of Federal law or the laws of the Commonwealth of Pennsylvania, including, but not limited to, Social Security Acts, as to all employees engaged in the performance of the Work subject to this Agreement, and further agrees to meet all requirements that may be specified under regulations of government officials having jurisdiction over the Work. All such taxes are expressly included within the compensation owed to the Contractor under the terms of this Agreement. It is further agreed that the Owner shall have the right to deduct the amount of any and all such taxes from the compensation owed to the Contractor under the terms of this Agreement at any time, in the Owner's sole discretion, as the Owner deems advisable, it being agreed that the Owner shall have the right to deduct any and all such moneys from the next payments due under the Agreement and from the retained percentages.

§ 3.6.3 The Contractor hereby accepts and assumes full and exclusive liability for and shall indemnify, defend, protect, and save harmless the Architect, Construction Manager and Owner from and against the payment of:

.1 All contributions, taxes or premiums (including, without limitation, interest and penalties thereon) which may be payable under any unemployment insurance laws of any state, the Older Workers Benefit Protection Act of 1990 (OWBPA) (P.L. 101-433, October 16, 1990, 104 Stat. 978), as amended from time to time, the Federal Social Security Act, as amended from time to time, Federal, State, County and/or Municipal tax withholding laws, or any other laws, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged in the Work.

.2 All sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person acting for, through or under

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it or any of them by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

.3 All pension, welfare, vacation, annuity and other employee and union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work.

.4 In the event that any law is or has been passed, or any rule or regulation pursuant thereof is enacted, which requires the Owner to pay, either directly or indirectly, the amount of any such sales, use, personal property and other taxes (including, without limitation, interest and penalties thereon) required by any Federal, State, County, Municipal or any other laws or should any such law, rule or regulation direct the Owner to collect the same, or make the Owner liable for the collection thereof, or make the Owner responsible therefor, it is covenanted and agreed that the Contractor shall fully and completely make all payments therefor, and shall fully and completely indemnify and save the Owner harmless from any and all such taxes.

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§ 3.6.4 The Contractor shall base its Bid on the properly charged, collected, and remitted sales tax due on only those "construction activities" which are presumed to become a permanent part of the real estate in accordance with 61 Pa. Code Section 31.11, et seq., as amended from time to time. The Contractor has not included in its Bid any tax for "sales activities" which do not become a permanent part of the real estate in accordance with 61 Pa. Code Section 31.11, et seq., as amended from time to time.

§ 3.6.4.1 The Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. To the extent requested by Owner, copies of such records will be provided by the Contractor, and the Contractor shall immediately transmit to the Owner copies of all invoices and receipts for materials, equipment, and labor furnished in connection with the Work by the Contractor and any other materials that reflect sales and use tax paid or not paid.

§ 3.6.4.2 The Contractor agrees to assign and transfer to the Owner all of its rights to sales and use tax which may be refunded as a result of a claim for refund for materials and/or equipment purchased for the Project. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment. This assignment will include, without limitation, any tax erroneously paid by the Contractor. Further, the Contractor agrees to execute all such documents as may be necessary to effectuate such an assignment.

§ 3.6.5 The Contractor shall keep detailed records of all materials, equipment, and labor furnished in connection with the Work and shall keep such full and detailed accounts as may be necessary for the proper financial management under this Agreement and the system utilized by the Contractor shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to this Agreement. Further, the Contractor must provide the Owner with certified payroll records in compliance with Section 16.3 for the labor furnished by the Contractor in connection with the Work. Contractor shall, at no additional charge to Owner, provide all necessary information and participate in any audits conducted on the Project, both during and after its completion, at the request of the Owner.

§ 3.6.5.1 The Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. To the extent requested by Owner, copies of such records will be provided by the Contractor.

§ 3.6.5.2 Contractor shall require all of its Subcontractors to preserve and make their records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the Work for a period of three (3) years, from the date of Final Completion or for such longer period as may be required by law, after final payment.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 The Contractors shall secure, and the Owner will reimburse at no markup or pay for all permits, fees, licenses, and inspections required for construction. The Contractors shall secure and pay for all necessary administrative costs, insurances, business privilege licenses, certifications, or taxes to apply for the necessary permits required to perform the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.2.1 It is the responsibility of the Contractor to determine what codes and local ordinances, if any, will affect its Work. The Contractor shall check for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, the Contractor shall check for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers-of-commerce, planning commission, railroads, industries, or utility companies who have jurisdiction over lands which the Contractor furnishes materials, equipment and labor in connection with the Work. Any costs of compliance with

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local controls shall be included in the Contract Sum, even though documents of such local controlling agencies are not listed herein.

§ 3.7.2.2 The Contractor shall comply with all aspects of the Federal Occupational Safety and Health Act of 1970 (O.S.H.A.) including specific responsibilities to perform reporting and recording requirements. The Contractor is responsible to obtain information regarding his responsibilities under the Act.

§ 3.7.2.3 The Contractor shall comply with all aspects of Pennsylvania Act 287 (December 10, 1974), requiring among other things that each Contractor who intends to perform excavation or demolition work in a site within a political subdivision, ascertain the location and type of utility lines and pipes at each site and notifies the utility company(s) three working days in advance of performing the excavation or demolition. Call Pennsylvania One Call System, Inc. (1-800-242-1776). The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.7.2.4 The Contractor at all times shall observe and comply with all Federal and State Laws and local codes, ordinances and regulations in any manner affecting the conduct of work and all such orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over the Work and shall indemnify, defend, and save harmless the Owner and all his officers, agents and servants against any claim or liability arising from or based on the violation of any such law, code, ordinance, regulations, order or decree, whether by himself or his employees. Any cost of compliance with such Federal and State laws and local codes ordinances and regulations shall be included in the prices bid even though explicit reference to such Federal and State laws and local codes ordinances are not listed herein.

§ 3.7.2.5 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

§ 3.7.3 It shall be the obligation of the Contractor to review the Contract Documents and to determine and to notify the Owner, the Architect, and the Construction Manager of any conflict, inconsistency, or discrepancy between standards, codes, laws, ordinances, building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes, standards, regulations and/or ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, standards, codes, rules or regulations, the Contractor shall notify the Architect and Construction Manager promptly in writing, and necessary changes shall be accomplished by appropriate modification.

§ 3.7.3.1 If the Contractor, any of its Subcontractors or any Sub-Subcontractors, performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Construction Manager, Architect, and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs, including but not limited, any fines or penalties from governmental authorities and the costs of corrective actions or replacement.

§ 3.7.3.2 To the extent Contractor pays for any permit, connection and/or tap-in fee not otherwise properly due, the Owner shall be entitled to any refund relating thereto and the Contractor agrees to assign any and all rights to said refund claim to the Owner. If any additional permit fees are required, then Contractor shall receive prior approval of Owner to pay such fees. In such case, the Contractor and all Subcontractors hereby assign to Owner all rights to claim any such refund claim and to any resulting refund and hereby appoint to the Owner as Attorney-in-Fact to

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execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right to review the books and records of Contractor and all subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all subcontractors shall fully cooperate with Owner in pursuing any such refund claim and shall make available to Owner any applicable documents.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall contemporaneously provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Time arising from the existence of such remains or features may be made as provided in Article 15. If Contractor notifies the Owner, Construction Manager, and/or Architect of any of the conditions set forth in this Section, Owner shall have the right, in such event, to terminate the Agreement, and upon payment to Contractor of all sums due as of the date of termination, Owner shall have no further liability or responsibility to Contractor under the Contract Documents.

§ 3.8 Allowances

§ 3.8.1 NO CASH ALLOWANCES are included in the Contract Documents for any purpose.

§ 3.8.2 Intentionally deleted.
§ 3.8.3 Intentionally deleted.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. At the request of the Construction Manager, Architect or Owner, the Contractor's superintendent shall attend Project meetings, whether the Project meetings are prior to the start of the Contractor's work or subsequent to the completion of the Contractor's work. The Superintendent shall be on the Project site full time during the progress of the Work until the day of substantial completion and for such additional time thereafter as the Construction Manager may determine to be necessary for the expeditious completion of Work.

§ 3.9.2 Each Contractor, within 10 days following receipt of Notice of Intent to Award, shall furnish in writing to the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. The proposed superintendent's resume shall include at least 3 recent projects of similar contract size

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and scope, with the names and telephone numbers of Owner and Architect representatives. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The superintendent shall be on site full-time from the Notice to Proceed, and the Contractor shall not change the superintendent without the Owner's and Construction Manager's consent, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractor's employ. If any Contractor should at any time fail to provide adequate supervision and superintendence, as may be evidenced by incomplete, delayed or non-conforming Work, the Owner may provide supervision and superintendence and the cost thereof, including, but not limited to, compensation for additional professional services, legal fees, or other costs or expenses incurred, shall be charged to the applicable Contractor in the form of a Change Order incorporating an appropriate reduction in the Contract Sum. If the payments due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The Owner and/or Construction Manager shall have the right to dismiss from the Project any superintendent whose performance is not satisfactory in the sole discretion of the Owner. If during the course of the Project it is evident that the Superintendent is not competent or is not managing the progress of the Project or is not coordinating the various trades, entities, and/or persons under his supervision, then the Construction Manager will document such findings to the Contractor. If within 10 days of receiving such notice, no substantial effort or correction of the finding is made known to the Construction Manager, then the Construction Manager, as requested by the Owner, may require the immediate replacement of the superintendent with an acceptable one at no additional cost to the Owner. The Owner reserves the right to deduct $800.00 per day from the Contract Sum, as liquidated damages and not as a penalty, for each day that a qualified superintendent is not on site for the entire day.

§ 3.9.4 As a consideration of the Contract between the Owner and the Contractor, the Contractor shall retain the same Superintendent for its Work on the Project while on the Project. The Superintendent shall not be reassigned from this Project prior to completion, unless by termination of employment by the Superintendent or the Contractor, or if required by the Construction Manager or by the Owner in accordance with Section 3.9.3.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall cooperate with Project Coordinator and prepare and submit for the Architect's information and the Owner's and Construction Manager's approval, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised monthly to reflect the conditions of the Work and Project. The Contractor shall cooperate with the Project Coordinator in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

.1 The Contractor's failure to cooperate and participate with the Owner, the Construction Manager, other Prime Contractors and separate contractors in the development and review of construction schedules as provided in this Section 3.10 shall be a material breach of its obligations, entitling the Owner to exercise all rights and remedies under the Contract Documents and applicable law. In no event shall any revision to any construction schedule constitute the basis for an adjustment in the Contract Time or the Contract Sum unless such adjustment is agreed to by the Owner and authorized pursuant to Change Order. **Failure of Contractor to fully comply with requirements of this Section 3.10, and the other Contract Documents regarding scheduling shall constitute default by Contractor of its obligations and be sufficient grounds for termination of the Contract.**

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.2 The schedules prepared by the Contractor and by the Project Coordinator, if any, under this Article shall be in the form of a CPM arrow network diagram, preferably organized by "IJ nodes" and shall include:

1. A shop drawing and submittal schedule noting the relevant submittal, approval, order, fabrication and delivery durations.
2. Integration of the shop drawing and submittal schedule with the installation activity logic in order to determine the effect of delivery on installation of any items of Work
3. The planned progressions of construction work showing the activities and duration of the Work of each contract phase and clearly noting any interim milestone dates.
4. The appropriate restraints in order to clearly identify the interrelationships of work and crew and trade flow.
5. Logic (CPM arrow network) diagrams summarized into a summary bar chart format that is capable of displaying current progress of all Work.
6. A computerized mathematical analysis of the CPM logic with each monthly schedule responsibility, activity duration, early (target) start date, early (target) finish date, late start date, late finish date, work tasks critical to completion within the Contract Time, and any interim milestone dates.
7. Crew sizes and planned labor hours for each activity shown on the schedule. Such schedules shall be produced using Primavera scheduling software or such other project management program as may be approved in writing by the Owner and Construction Manager prior to its implementation by the Contractor. The Contractor shall deliver to the Owner, upon Owner's request and in the format requested by the Owner, copies of all electronic files (including all schedule logic, restraints and all other electronic data and information used to create and maintain the schedule that the Owner may request) that comprise or relate to such schedules, including the original Project schedule, all schedule updates, any recovery schedules, and any schedule revisions.

.3 The Project Schedule shall be submitted by the Contractor for all Work. All schedule and work items must be in conformance with the Project schedule requirements set forth in the Contract Documents including any phasing or other milestones provided. The Project Coordinator shall incorporate all Contractors' items of Work and issue the Project schedule. Upon written approval of the Project schedule by the Owner and Construction Manager, it shall with respect to time, become the essence of the Contract. The Project schedule may be changed or revised only with the written consent of the Construction Manager and Owner. No payment applications will be processed without an approved Project schedule accepted by all Prime Contractors.

.4 The Project Schedule is to be used by the Prime Contractors as a guide, and all Contractors and Sub-contractors shall be responsible to perform Work to ensure that the Project is completed by the Project Contract completion date(s), and all phasing and milestone dates established in the Contract Documents are met. Any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered. The Contractor and all Sub-contractors, who feel extra time, in any form such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade, should include these costs in their Bids. All Prime Contractors must recognize that although their Work might not require shift, overtime, or premium time work for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete within the time frame. Prime Contractors must allow for these overtime requirements and include the costs necessary to allow the other contractors to complete within the specified time. Failure to recognize the extra costs in his Bid shall not relieve the Prime Contractor from utilizing shift, overtime, or premium time work in performance of his Contract, and all costs associated with meeting the time frames indicated in the construction schedules shall be included in the Contract Sum. Construction Manager, Architect, and Owner reserve the right to withhold processing of any monthly payment applications from Prime Contractor if schedule compliance is not being strictly adhered to. Such payment may be withheld until the Prime Contractor makes corrective action to comply with Project schedule.

.5 Any preparation, review, enforcement, and updating of the Project schedule does not make Owner, Construction Manager or Architect liable to Contractor for time, cost overruns, or schedule changes which are required to maintain Project Contract completion date and all phasing and milestone dates established in the Contract Documents.

.6 General Scheduling Requirements: Any of the scheduling requirements, including the format, content, and complexity, can be waived, or modified by the sole discretion of the Construction Manager only.

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Any modification or waiver by the Construction Manager shall not be grounds for any claim by Contractor against Owner, Construction Manager, or Architect. Project Coordinator shall submit final construction schedule and all schedule updates in electronic format with no restrictions for viewing and analyzing using the same software with which the schedule was created. Electronic format shall be submitted to the Construction Manager and to any Contractor that Construction Manager may direct.

.7 The Work under the Contract Documents shall be planned, scheduled, executed, reported, and accomplished using the cost and resource loaded "Critical Path Method" schedule, in calendar days (excluding Saturdays, Sundays and legal holidays). The provisions of the Division 01 General Requirements, and the directions of the Project Coordinator are to be followed by the Contractor in scheduling and coordinating construction activities. The scheduling services of the Project Coordinator are part of its contract with the Owner, but nothing herein relieves the obligations of the Contractor to schedule their own construction activities, and nothing herein alters the obligation of the Contractor to resolve all supervision, coordination, and scheduling issues between and among the Sub-Contractors. In addition, the requirements for subordinate coordination responsibilities and scheduling per the Division 01 General Requirements must be followed by all Prime Contractors.

.8 Contractor is responsible for determining the sequence and logic of activities, the time estimates of the detailed construction activities and the means, methods, techniques, and procedures to be employed with regard to his portion of the Work. The construction schedule shall represent Contractor's best judgment of how he shall prosecute the Work in compliance with the requirements of the Contract Documents. Contractor shall ensure that the construction schedule is current and accurate and is properly and timely monitored, updated, and revised as Project conditions and the Contract Documents may require, and as may be directed by Project Coordinator.

.9 Contractor shall consult with his major Subcontractors relating to the preparation of his construction plan and construction schedule. Major Subcontractors shall receive copies of those portions of Contractor's construction schedule that relates to their Work and shall be continually advised of any updates or revisions to the construction schedule as the Work progresses. When Contractor submits his construction schedule to the Project Coordinator or makes any proposed updates or revisions to such schedule, it shall be concluded by Construction Manager, Owner, and Project Coordinator that Contractor has consulted with and has the concurrence of his major Subcontractors. Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the construction schedule for their portions of the Work.

.10 Contractor shall provide the basic data as required by Project Coordinator relating to activities, durations, costs, and sequences as part of Contractor's draft of the Construction Schedule. This data shall reflect Contractor's actual construction plan for the Project and shall fully comply with all requirements of the Contract Documents.

.11 Contractor acknowledges and agrees that his construction schedule must be flexible in order to accommodate and allow for his coordination with all the construction activities and Work of other Prime Contractors, Owner's own forces, and other separate contractors.

.12 The review by Construction Manager, Owner, or Project Coordinator of the construction schedule or any other schedule or plan of construction of Contractor, does not constitute an agreement by Construction Manager, Owner, or Project Coordinator of any start or finish date in the schedule or specific durations or sequences for activities of the Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of Contractor of required portions of the Work by the completion dates as set forth in the Contract Documents.

.13 The completion, phasing, and milestone dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of others. Completion, phasing, and milestone dates are Contract requirements and are of the essence to the Contract Documents and to the coordination of the Work by the Contractor. Completion, phasing, and milestone dates represent the latest allowable completion time for those portions of the Work to which each date relates. The dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with Work performed by the Contractors or others. The Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling, and coordinating the Work in order to complete in accordance with those requirements.

.14 Review by the Project Coordinator or Construction Manager of Contractor's Construction Schedule, or any revisions or updates thereto, are advisory only and shall not relieve Contractor of the responsibility

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for accomplishing each portion of the Work within each and every applicable Completion Date. Omissions and errors in the approved or accepted Construction Schedule, or any revisions or updates shall not excuse performance, which is not in compliance with the Contract Documents. Review by the Project Coordinator does not make Owner, Project Coordinator, Construction Manager, or Architect liable to Contractor for time or cost overruns flowing from such omissions or errors.

.15 Should Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable completion, phasing, or milestone date or the Contract Time, Contractor shall give timely and reasonable written notice of this fact to the other Prime Contractors, Project Coordinator, and Construction Manager. Project Coordinator shall have the discretion to agree to or reject such early completion plan by Contractor, subject to the rights of Contractor to dispute resolution under the provisions of Article 6 of these General Conditions. The Project Coordinator shall have no duty or obligation to agree to, or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by Project Coordinator of said plan. Earlier completion of any portion of the Work shall be promoted wherever feasible, and all Contractors must cooperate and accelerate towards earlier completion of any portion of the Work unless such Work affects the quality of work as determined by the Construction Manager. No claims for acceleration to complete early or to meet Project schedule will be considered.

.16 In all respects, Project Coordinator shall cooperate with the Construction Manager in the performance of all duties described in the Contract Documents.

.17 At Construction Manager's sole discretion, if Contractor fails to fulfill their construction scheduling responsibilities in part or in whole, scheduling services may be provided by Construction Manager. Any scheduling services of the Construction Manager actually provided will result in deductions from the Contract Sum of the respective Prime Contractors by Change Order deduct so that the Construction Manager is fully reimbursed for this work, but nothing herein relieves the obligations of the Project Coordinator and other Prime Contractors to schedule and coordinate their own construction activities.

(1) The preliminary Project schedule must be completed within 20 days of Notice to Proceed.
(2) The final Project schedule must be completed within 35 days of Notice to Proceed.
(3) Comply with requirements of Section 013200 "Construction Progress Documentation."

.18 If the Contractor does not comply with all the scheduling requirements and timelines, the Owner, upon recommendation from the Construction Manager, reserves the right to deduct as liquidated damages, and not as a penalty, $800.00 from the Contract Sum for each day that Contractor does not comply. The Owner may also proceed with enforcing other requirements of the Contract Documents.

.19 Any measures so required or undertaken by the Contractor to maintain the Construction Schedule and to comply with related Section 013200 "Construction Progress Documentation", shall be provided by the Contractor at no additional cost to the Owner.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's review. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect 14 days from time of receipt to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall cooperate, participate, and consult with other Prime Contractors during the Work of this Project. The Contractor shall schedule and execute their Work to avoid delay to other Prime Contractors, the Owner's own forces, or other separate contractors. The Contractor shall be financially responsible for undue delay they cause to other Prime Contractors, Owner, and separate contractors on the Project. The Contractor shall defend and hold harmless the Owner, Construction Manager, and Architect for any claims, losses or delays of any kind whatsoever made by other Prime Contractors or separate contractors arising from delays caused by the Contractor.

§ 3.10.4 The Contractor shall perform the Work in accordance with the most recent project construction schedule submitted to and approved by the Owner, and Construction Manager.

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§ 3.10.5 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operations of other contractors or of the Owner's premises or any of the Owner's operations. The Contractor shall, upon the Owner's request, schedule any portion of the Work affecting other contractors or the operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Section 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Section 8.3, but not an increase in the Contract Sum.

§ 3.10.6 Progress payments to the Contractor shall not occur until the Contractor has met the requirements of schedule information stated in this Section 3.10 and the Contract Documents.

§ 3.11 Documents and Samples at the Site

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

§ 3.11.2 The Contractor shall also update the Construction Manager's record set of drawings on a weekly basis, at a minimum, and more frequently as necessitated by the Work. Upon completion of the Work, Contractor shall certify that such record drawings accurately reflect all "as built" conditions for which the Contractor is responsible, after which the Construction Manager will deliver its record drawings to the Architect for submittal to the Owner.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Prime Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. The Contractor shall forward to the Architect a copy of the transmittal covering each such submittal.

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§ 3.12.5.1 Except where otherwise specified or agreed by Architect, the Contractor shall submit all shop drawings, product data, samples, and similar submittals within ninety (90) days of the Notice to Proceed. When such initial submittals are rejected or otherwise required to be corrected and resubmitted, Contractor shall transmit complying submittals promptly so as to avoid delay in the Work, and in any case within thirty (30) days after return of the initial submittal, unless otherwise agreed by the Architect. Notwithstanding these time requirements for submittals, submittals that are required for work on the critical path of the construction schedule shall be submitted earlier and in a timely manner so as not to delay the Work.

§ 3.12.5.2 The Contractor agrees that the Owner will be damaged in an undeterminable amount if submission of shop drawings, product data, samples, and similar submittals is not made in compliance with Section 3.12.5.1.

§ 3.12.5.3 The Owner reserves the right to deduct $800 per day, as liquidated damages, and not as a penalty, until all such required submittals have been respectively and accordingly transmitted.

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. Further, Contractor shall not be entitled to additional costs or time in the event that Contractor orders products or materials prior to receipt of review and approval of the submittal therefor, and which submittal is subsequently rejected or modified by Architect.

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work,

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designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.12.11 Shop drawings, product data, and samples shall be submitted in quantity and procedures as directed by the Architect. It shall be the responsibility of each Prime Contractor to prepare and furnish to other Prime Contractors engaged on the Project, copies of shop drawings as may be required by such other Prime Contractors for the proper installation of their Work. Failure of the Contractor to furnish such information will make him responsible for any other expenses incurred in carrying out the provisions of such other Prime Contracts.

§ 3.12.12 Under no circumstances shall the Construction Manager, Architect, or Engineer's review of any shop drawing be construed as an approval of extra cost to the Owner for any work shown thereon. Any claim for extra cost shall be made as specified before the time of submitting shop drawings.

§ 3.12.13 All expenses incurred in delivering, transporting, packing, collecting, etc., of samples of materials or equipment shall be paid for by the Contractor, whether samples be delivered to the Project site, to the Architect, or to the laboratory. The cost of mill, fabrication, shop testing, or factory testing and inspection of all material required to be furnished under this Contract shall be borne by the Contractor. Any sample destroyed in the course of testing cannot be returned to the Contractor. Certain approved material, such as hardware, valves, fittings, fire alarm signals, in good condition and not subject to destructive tests, may be used in the Work by the Contractor. This material shall be the last of its particular kind to be incorporated in the building and may not be removed from the Architect's office until just previous to its use. Any material delivered to the job will be compared with the approved sample on file in the Architect's office and if necessary, an additional test shall be made on this material at the cost of the Contractor. Additionally, if a Contractor's shop drawing or other submittal requiring approval of the Architect requires review by the Architect more than three times, then the Contractor shall be responsible to the Owner and the Architect for any costs or expenses associated with reviews beyond the third review.

§ 3.12.14 To better facilitate the shop drawings process, copies of Floor Plan Backgrounds will be made available in electronic format to all Prime Contractors subject to the following provisions:

.1 The Contractor shall execute and submit the release and indemnification provided and requested by the Architect, Construction Manager, or Consultants.

.2 The data contained in any and all electronic files is copyright protected by the Architect and shall be used solely for the facilitation of the shop drawing process on this Project only. Any other use that is not consistent with this intended use is strictly prohibited. Any misuse will be punishable to the fullest extent of the law.

.3 Electronic media will only be made available to Prime Contractors. Direct requests from Subcontractors will not be honored. Prime Contractors shall bear the responsibility of distribution to their Subcontractors, if desired. Requests shall be made in writing directly to the Architect and shall indicate the list of drawings requested (indicate by drawing number). Drawings will be provided in .dwg format and issued electronically.

.4 The Prime Contractor shall thoroughly check all information and details of the Drawings and be satisfied that all information and details are correct. Information concerning existing conditions, if applicable, shall be thoroughly field checked and verified. Incorrect information and details shall immediately be called to the attention of the Architect. **Please note that Addenda information will**

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not be included on the electronic files. The Prime Contractor shall be responsible for incorporating all pertinent Addenda information.

.5 The Owner, the Construction Manager, the Architect, and the Architect's Consultants shall not be held responsible for any costs or other liabilities resulting from the use of electronic files or the failure of the Prime Contractor to detect errors and omissions concerning matters within his contractual responsibility through the use of said electronic files. The Prime Contractor shall indemnify, defend, and hold harmless, to the fullest extent permitted by law, the Owner, the Construction Manager, the Architect, and the Architect's Consultants, their directors, officers, agents, and employees from and against any and all claims, damages, losses and expenses, including attorney's fees arising out of the modification, misinterpretation, misuse of the electronic files, and for any and all errors or omissions alleged to have arisen out of the use of any electronic files.

.6 Nothing herein contained shall be construed as constituting a guarantee, warranty, or assurance, either expressed or implied, by any party, that the electronic files will yield or accomplish the Prime Contractor's desired outcome.

§ 3.13 Use and Protection of Site

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

§ 3.13.1.1 If requested by Owner or Construction Manager, Contractor shall move materials from one temporary location shown on the Contract Documents to another, at the sole expense of Contractor, except that expense shall be borne by Owner when Owner requires that materials be moved from a location on the Contract Documents previously assigned to Contractor by Owner. No advertising signs or flags of any nature shall be placed at or near the site, without the written consent of Owner. Owner may make use of any portions of the Work for which a Certificate of Substantial Completion has been accepted in writing by Owner and Contractor.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site. The Work shall be conducted so as not to impede traffic nor obstruct any thoroughfare or access to property, and so as not to interfere with the Work of other contractors or with the Owner's continued occupancy and operation of the property. All deliveries shall be coordinated around hours directed by the Owner.

§ 3.13.3 Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. Materials or equipment no longer required for the Work shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage or all other adversity is solely the responsibility of the Contractor, and the Owner shall have no liability therefor.

§ 3.13.4 During the progress of the Work, the Contractor shall provide lights, barriers, warning signs or other prudent precautions as may be necessary to protect persons and property from the Work performed by the Contractor.

§ 3.13.5 The Contractor shall protect the Owner's property, all surrounding public and private properties, the Contractor's Work in place, and all the Work of separate contractors of other Prime Contractors against damage, injury or loss arising in connection with the Contractor's Work.

§ 3.13.6 The Contractor shall, at all times, provide adequate protection of the Work against all kinds of weather so as to maintain all Work, apparatus and fixtures free from injury or damage. At the end of each day's work, all new work subject to potential damage shall be completely covered.

§ 3.13.7 The Contractor shall maintain all passageways, guard fences, lights, fire watch, and other facilities for protection necessary for compliance with applicable laws or otherwise required by authorities have jurisdiction.

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§ 3.13.8 To the extent the Contractor is responsible for damage to any existing improvements or vegetation, including, without limitation, curbs, sewers, utilities, sidewalks, drainpipes, structures, lawns, shrubbery, trees, landscaping, hardscaping or other improvements at the site, the Contractor shall repair, restore or replace such damaged improvements or vegetation to the Owner's reasonable satisfaction.

§ 3.13.9 In case any direct or indirect injury is done to existing street or underground structure, sewers, mains, or to public or private property of any kind, or to any materials or fixtures, by or because of the Work in consequence of any act or omission on the part of the Contractor, his employees, or agents, the Contractor, at his own cost and expense, except where, hereinafter specified otherwise, shall restore such structures, property, or materials to a condition equal to or similar to the existing before such damage or injury was done, by repairing, rebuilding, or otherwise as may be required by the Architect. To the extent that the Contractor fails or refuses to meet the requirements of this Section and such failure and/or refusal results in the Owner incurring additional attorney's fees, professional fees, other costs or expense, the Contractor shall be liable for the same.

§ 3.13.10 If the Contractor fails to restore such property or make good such damage, the Owner may, by contract or otherwise, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any money due, or to become due, the Contractor under this Contract; or the Owner may deduct from any money due the Contractor a sum sufficient to reimburse the Owner of property so damaged.

§ 3.13.11 When the Contractor is working within a fully enclosed building with either temporary or permanent doors, the Contractor shall suitably lock the building to prevent access of unauthorized persons.

§ 3.13.12 All temporary shoring, bracing and sheet piling necessary for the underpinning and for the installation of new Work are included in the Contract Sum and shall be used in accordance with industry standards.

§ 3.13.13 Employees of the Contractor and is Subcontractors shall not park automobiles on the Owner's property except as approved by the Owner in writing or otherwise designated in the Drawings. Contractor shall direct and require all its employees and Subcontractors' employees to park where required by the Contract Documents and the municipal authority.

§ 3.14 Cutting and Patching

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

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

§ 3.14.3 The Contractor, Subcontractor or Sub-Subcontractor requiring the cutting of openings in new work installed by other contractors shall have such openings cut and patched by the trade which installed the Work and such cutting and patching shall be at the expense of the Contractor, Subcontractor or Sub-Subcontractor requiring the opening. Approval to do such cutting and patching shall be received from the Construction Manager and the Architect prior to proceeding with the Work and shall include installation of such reinforcement of the Work as the Architect and the Construction Manager may direct at no additional cost to the Owner. Blocking, bracing, reinforcement, or structural enhancement required, due to cutting and patching, shall be provided at no additional cost to the Owner. Patching work shall match adjacent existing work unless otherwise noted.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall clean the Work areas daily and should the occasion arise that the Construction Manager must direct the Contractor to clean an area, the Contractor shall do so within twenty-four (24) hours. In the event of a dispute between or among the Prime Contractors regarding responsibilities for cleaning up, the Construction Manager shall designate the relative responsibilities and such designation shall be final and binding.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor. The Owner reserves the right to deduct $800.00 per day from the Contract Sum, as liquidated damages and not as a penalty, for each day that Contractor fails to comply with Construction Manager's directions for required clean-up.

§ 3.15.3 In readiness for occupancy of the Owner, the Contractor, shall thoroughly clean all portions of the Work to be occupied and all applicable material and equipment surfaces suitable for occupancy. Cleaning of windows and other glass in the Project is a contractual requirement of the Contractor.

§ 3.15.4 The Contractor shall make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the construction site onto Municipal or PennDOT streets adjoining the Project site and shall remove any mud, debris and litter which may fall upon Municipal streets or adjacent properties. If the same is not removed and properly washed down within 24 hours after verbal notice from the Municipality or the Owner, said mud, debris and litter shall be removed from the street by the Owner at the Contractor's expense.

§ 3.16 Access to Work

§ 3.16.1 The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.16.2 The General Contractor shall perform snow plowing, cleanup, and provide all temporary facilities to keep the site accessible at all times and to permit the continuous progress of work by all Contractors.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, and their officers, directors, consultants, agents, and employees (the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including but not limited to injuries to the Contractor's employees, legal fees, and defense costs, arising out of or resulting from the performance of the Work to the extent caused, in whole or in part, by the intentional or negligent acts or omissions of the Contractor, a Subcontractor, a Sub-subcontractor, or material provider, anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the Indemnified Parties or any of them. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations for indemnity which would otherwise exist as to a party or person described in

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this Section 3.18. The Contractor agrees and does hereby assume on behalf of the Indemnified Parties the defense of any action, at law or in equity, which may be brought against the Indemnified Parties or any of them upon their demand and pay the amount of any judgment that may be entered against the Indemnified Parties in any such action. In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted or threatened against the Owner for which the Contractor or its insured does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from Contractor cost, expense, liability, damage or injury including, but limited to, legal fees and expenses reasonably necessary for the defense thereof. Contractor's obligations under this Section 3.18 shall survive the completion of the Work and Project.

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

§ 3.18.2.2 The Contractor and each Subcontractor, of whatever tier, hereby certifies to the Owner that it complies with all employment related laws and regulations governing employment or collective bargaining agreements, if any. Nothing in this Agreement shall be construed as divesting any Contractor of Subcontractor of its sole and exclusive right to control the means, manner, or method of performance of the Work of any Contractor of their employees. Nothing in this Agreement shall be construed in a manner that would be violative of the legal or contractual rights of any employee. The Contractor, and each Subcontractor, regardless of tier, shall defend, hold harmless, and indemnify the Owner, Construction Manager, and Architect against and from any and all claims, demands, suits, actions, costs, and expenses including reasonable attorneys' fees, growing out of any claims by an employee or independent contractor of any Contractor or Subcontractor of any tier alleging the violation of any of the individuals' employment right, whether legal, constitutional or contractual in nature. This provision shall be accorded the broadest meaning permitted by law.

§ 3.18.3 Each Contractor shall indemnify, defend, and hold harmless the Owner against any assertion of claims and/or liens, including mechanic's liens by its Subcontractors, Sub-Subcontractors, or material suppliers and against any assertion of security interests by its suppliers of goods or materials. Each Contractor and each Subcontractor and supplier of any tier acknowledges that the Project is work for a purely public purpose; therefore, Pennsylvania law does not permit mechanics' liens to be filed against the Owner, the Property, the Project, or any portion thereof.

§ 3.18.4 No provision of Section 3.18 shall give rise to any duties on the part of the Architect, the Owner or the Construction Manager not otherwise provided for by law.

§ 3.18.5 In the event that Contractor or its insurer is requested but refuses to honor the defense and indemnity obligations hereunder, then the party refusing to honor such requests shall, in addition to all other obligations, pay the cost of bringing any such action, including, but not limited to, legal fees to the Indemnified Party, including, but not limited to, any legal, expert, or professional fees and costs incurred by the Indemnified Parties in enforcing the defense and indemnity obligations hereunder. Furthermore, the Contractor shall be solely responsible for all legal fees incurred by the Owner in responding to any claims or liens filed or asserted by a Subcontractor of any tier or a supplier of any tier.

§ 3.18.6 Any part of the Work which may cause contamination or pollution to the environment shall be performed by subcontractors who are properly certified to do such work and who normally carry contractually assumed indemnification insurance and public liability insurance to cover such Work in the amount required to be carried by Contractor for liability and contractually assumed liability coverage under this Contract.

§3.19 Representations and Warranties

§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the

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Owner-Contractor Agreement, which representations and warranties shall survive the execution and delivery of the Owner-Contractor Agreement and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents.

.2 that it is able to furnish the personnel, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.

.3 that it is authorized to do business in the Commonwealth of Pennsylvania and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work for the Project.

.4 that its execution of the Owner-Contractor Agreement and its performance thereof is within its duly authorized powers.

.5 that it is familiar with all Federal, State, Municipal, and Department laws, codes, ordinances and regulations, which may in any way affect the Work of those employed herein, including, but not limited to, any special acts relating to the Work or to the Project of which it is a part.

.6 that it has determined what local ordinances, if any, will affect its Work. The Contractor has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, the Contractor has checked for any rules or regulations of other organizations having jurisdiction, including, but not limited to, chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls are included in the Contract Sum, even though documents of such local controlling agencies are not listed herein.

.7 that such temporary and permanent Work required by the Contract Documents as is to be done by it, can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property.

.8 that it is familiar with local trade jurisdictional practices.

.9 that it has carefully examined the Plans and Specifications and that, from its own investigation, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and the general local conditions, and all other materials which may in any way affect the Work or its performance.

.10 that it is insurable in the Commonwealth of Pennsylvania.

§ 3.20 The Contractor agrees (in addition to the representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Contract, that the Contractor shall be restricted to the rights and remedies set forth in Article 15 of these General Conditions with respect to Claims between the Contractor and the Owner. However, the Owner's right to recover under the Contract Documents, at law or in equity shall not be restricted to the rights and remedies set forth in Article 15 of these General Conditions. This Section 3.20 shall survive the expiration or sooner termination of the Contract.

§ 3.21 Record Drawings

Contractor shall prepare and provide a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect, including, but not limited to, the location of water, sewer, telephone, electric, gas and any other utility lines, and the Contractor shall certify these drawings as accurate. Said drawings shall be provided by the Contractor to the Architect.

§ 3.22 Owner's Manuals

Contractor shall turn over to Architect, for delivery to Owner, all operation manuals, maintenance instructions, and warranties for all equipment on or before the close of the Project.

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ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment, and with the Owner's concurrence, from time-to-time during the warranty or correction period for correction of the Work described in Section 12.2. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect and Construction Manager will endeavor to guard the Owner against defects and deficiencies in the Work on the Project.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and keep the Owner informed about the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will observe the activities of the Contractor and inform the Architect and owner of any deviations from the latest approved construction schedule. The Project Coordinators shall schedule and coordinate the activities of the Contractor and other Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other

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through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matter arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Owner, Architect and Construction Manager have the authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. Whenever the Owner or Construction Manager considers it necessary or advisable, the Owner or Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Owner and Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor Owner's nor Construction Manager's authority to act under this Section 4.2.8 nor a decision made by any of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect, Owner, or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Intentionally deleted.

§ 4.2.10 The Construction Manager shall coordinate with the Prime Contractors the distribution of the submittals required by the Contract Documents for review by the Architect. The Construction Manager will require that the Prime Contractors coordinate all submittals so as to integrate the Work of other Prime Contractors and separate contractors. All Prime Contractors must review the submittals of the other Prime Contractors to determine how the Work affects the Contractor's planned Work and also to coordinate and schedule all required Work. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Architect, and Construction Manager that the Contractor has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect. The Construction Manager is not responsible for any design aspects of the Project, and therefore, the Construction Manager's submittal responsibility shall be limited to coordinating the procedure of submittal processing with the Architect and Prime Contractors.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, other Prime Contractors, or other separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager. A copy of each submittal which has been approved shall be forwarded by the Architect to the Contractor and Construction Manager for its records. For any submittal which is not approved, the Contractor and Construction Manager shall be sent only a copy of the covering transmittal and pertinent portions of the unapproved submittal.

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§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager and Architect will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will forward to the Architect a final Application for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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

§ 4.2.18 All Requests for Information shall be submitted by the Contractor to the Construction Manager in writing. The Construction Manager will review and forward the Requests for Information to the Architect and Owner. The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. However, the Architect shall not have the authority to bind the Owner to accept Work to which the Owner objects as being deficient or otherwise inconsistent with the Contract Documents. The Contractor shall be responsible for the Architect's fees and expenses in responding to Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor provided coordination drawings, or prior Project correspondence or documentation.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and in the absence of negligence, will not be liable for results of interpretations or decisions so rendered in good faith.

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§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by the Owner.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect and Owner, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Architect's response to such requests will be made within 14 days unless the Architect determines additional time is required. If the Architect determines additional time is required, the Architect will inform the Owner and Contractor, in writing, of the additional time needed. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional cost to the Owner.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 The Contractor, shall, as stated below, notify in writing to the Construction Manager, for review by the Owner, Construction Manager and Architect, the name, trade and subcontract amount of each Subcontractor, persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. In all cases, this notification shall be received in writing no less than five (5) days prior to a Subcontractor starting Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Construction Manager, Owner or Architect has made reasonable written objection. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Not later than 30 days after the date of the Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Construction Manager the names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the Project Specifications and Drawings and, where applicable, the name of the installing Subcontractor. The Construction Manager and Owner reserve the right to deduct $800.00 from the Contract Sum, as liquidated damages and not as a penalty, for each additional day that all information is not furnished in addition to all other remedies provided for herein.

§ 5.2.1.2 Not later than 60 days after the date of the Notice to Proceed, the Contractor shall furnish proof in writing (if requested) that all subcontracts and purchase orders for all work in the Project Specifications have been executed. The Construction Manager and Owner reserve the right to deduct $800.00 from the Contract Sum, as liquidated damages and not as a penalty, for each day that any portion of Work has not been contracted for in addition to all other remedies provided for herein.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection; however, no increase in the Contract Sum or Contract Time shall be allowed for any such substitution.

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

§ 5.2.5 Upon request, the Contractor shall furnish the Owner, Construction Manager and Architect with (3) copies of any and all agreements by, between and among the Contractor and each Subcontractor along with all documentation related to such agreements. The Contractor shall name the Owner as a third-party beneficiary of each Subcontract and, whether written in such subcontract or not, each Subcontractor, having received and reviewed these General Conditions as evidenced by its execution of the subcontract, agrees that Owner shall be a third-party beneficiary of its subcontract.

§ 5.3 Subcontractual Relations

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

§ 5.3.2 Where Contractor sublets portions of the Work, the entire responsibility for the subdividing of work rests with the Contractor. The Owner and the Architect are not responsible for the manner of the subdivision of the Work, and neither will enter into nor settle disagreements or disputes between Contractor and Subcontractors. The arrangement of Specifications and the manner of graphic illustration of Drawings are for convenience of reference and do not comprise any exacting method of subdividing work for purposes of subcontracting, except where the Contract Documents require an undivided responsibility for certain work.

§ 5.3.3 Contractor shall require each Subcontractor to: (1) inspect surfaces and job conditions before beginning Work at Site, (2) accept or cite necessary corrections in surfaces and job conditions before beginning work at Site, and (3) protect his own materials, equipment and Work from damage, injury or loss due to weather or due to Work of the Contractor, other Subcontractors, or other Contractors. The best means of protection shall be supplied and removed when no longer required.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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Except as set forth in Section 5.4.3 hereof, when the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract accruing on or after the date of assignment.

§ 5.4.2 The Contractor agrees, upon Owner's request, to execute whatever instruments Owner may require to confirm such assignment.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity, and in such case, the successor contractor or other entity and not the Owner shall assume the Contractor's rights and obligations under the subcontract accruing on or after the date of assignment.

§ 5.5 Payments to Subcontractors or Material Supplier(s) by the Contractor

§ 5.5.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor, on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to Sub-Subcontractors. All such payments shall be paid within the time limits required by the Pennsylvania Contractor and Subcontractor Payment Act, 73 P.S. Sec. 501, et seq., and all other applicable legal requirements. In the event a Subcontractor or material supplier alleges that the Contractor has failed to pay it in full, the Owner may, in addition to its other rights, set off said amounts from any amount due and owing to the Contractor.

§ 5.6 Payments to Subcontractors by the Owner

§ 5.6.1 If the Owner fails to approve an Application for Payment for a cause which the Owner and Architect determine is the fault of the Contractor, and not the fault of the particular Subcontractor, or if the Contractor fails to make payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount to be retained under its Subcontract. In such case, the amount(s) paid by the Owner to such Subcontractor shall be deducted by Change Order from the Contactor's Contract Sum.

§ 5.6.2 The Owner shall have no obligation to pay, or to see to the payment of, any monies to any Subcontractor or material supplier. Nothing contained in Section 5.6.1 shall be deemed to create any contractual duty of the Owner to any Subcontractor of any tier or Supplier of any tier or to create any rights in any Subcontractor of any tier or Supplier of any tier against the Owner.

§ 5.6.3 The Contractor shall promptly advise the Owner and the Architect of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identically or substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. This Project will be performed with Multiple Prime Contractors as indicated in the Contract Documents. The Contractor shall be aware that schedule adjustments will be required to coordinate with the Work of their Contract with the Work of other Prime Contractors.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them. When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts administered by the Construction Manager, the

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Construction Manager shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.2.1 Neither the Owner, the Construction Manager nor the Architect or their Consultants shall be responsible for the coordination of the Contractor's Work. Coordination of the Contractor's Work shall be governed by the Contract Documents.

§ 6.2.2.2 Each separate Prime Contractor shall be responsible for the coordination of their own Work with the other Prime Contractors, and for observing the requirements set forth in Division 01. The coordination of mechanical, electrical, and plumbing Work shall also be subject to the responsibility of the Project Coordinator in connection with the rendering of final construction decisions. Such responsibility shall however be invoked only after the provisions of Division 01 have been fully observed.

§ 6.2.3 Costs caused by delays, improperly timed activities or defective construction shall be borne by the parties responsible therefore, excepting, however, Owner, Architect and Construction Manager who shall not be liable to any Contractor or subcontractor for claims or damages of monetary or other nature caused by or arising out of delays of other contractors, contemplated or not contemplated. The sole remedy against the Owner, Architect, and Construction Manager for delays shall be the allowance to a successful claimant of additional time for completion of Work. If, notwithstanding the above, the Owner is required to reimburse a separate Contractor because of delays, lack of performance, improperly timed activities, or defective construction of the Contractor that failed to perform, then the Contractor responsible for the delay, lack of performance, improperly timed activities, or defective construction that Contractor shall then reimburse the Owner for the costs incurred by the Owner which are payable to the separate contractor because of delays, improperly timed activities, or defective construction of the Contractor. If the Contractor asserts a claim against the Owner, Architect, or Construction Manager in violation of the foregoing provisions, the Contractor shall, in addition to all other relief that is afforded, reimburse the Owner, Architect, and Construction Manager for its reasonable costs and fees of attorneys, architects, engineers, or other professionals, plus interest at the rate of ten (10%) percent per annum until such costs are paid. In the event that a separate contractor makes a claim or demand upon the Owner, the Architect and the Construction Manager, or any of them (notwithstanding that such claim or demand is in violation of such separate contractor's Contract for Construction with the Owner) for or on account of any actual or alleged act, omission, fault or breach of the Contract, by the Contractor, the Contractor shall indemnify and defend any and all of them from such claim or demand.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Prime Contractors as provided in Section 10.2.5. The Contractor agrees to defend, indemnify and hold harmless the Owner, Construction Manager and

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Architect and the consultants, agents and employees of any of them from and against any claims or damages brought by a Prime Contractor or other separate Contractor arising out of actions or omissions of the Contractor, or his Subcontractors, Sub-subcontractors, or suppliers in performing its Work under the Contract Documents. Should the Contractor wrongfully cause damage to the Work or property of any separate Contractor, the Contractor shall, upon due notice, promptly attempt to settle with the separate Contractor by agreement, or otherwise to resolve the dispute. Such dispute shall not delay the completion of the Work. The separate Contractor claiming damages at his expense subject to his right to recover damages shall continue Work. If such separate contractor sues the Owner, the Architect, or Construction Manager on account of any damage alleged to have been caused by another Contractor, the Owner, Architect or Construction Manager shall notify such other Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner, Construction Manager, or Architect arises therefrom the notified Contractor shall pay or satisfy it and shall reimburse the Owner, Construction Manager, or Architect for all attorneys' fees and court costs which the Owner, Construction Manager, or Architect has incurred.

§ 6.2.4.1 If any Prime contractor sues the Owner, Construction Manager, or the Architect on account of any damage alleged to have been caused by another Contractor, the Owner, Construction Manager, or Architect, shall notify the Contractor that allegedly caused the damage. That Contractor shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner, Construction Manager, or Architect arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner, Construction Manager, or Architect for all attorneys' fees and court costs which the Owner, Construction Manager, or Architect has incurred.

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

§ 6.2.5.1 Should the Contractor, either itself or by its Subcontractors or Sub-Subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or Work, including, but not limited to Work performed by Contractor, Subcontractors, other Prime Contractors or their Subcontractors, or by failing to perform its Work (including, without limitation, the Work of its Subcontractor or Sub-Subcontractors) with due diligence, delay any Contractor, Subcontractors, other Prime Contractors or their subcontractors, which suffer additional expense or damage as a result, the parties involved in such dispute and their respective Sureties shall settle by agreement or arbitrate said claim, dispute or action by referring same to the American Arbitration Association. Said claim, dispute or action shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Contractor and Subcontractors agree that the Owner, Architect, and Construction Manager will not be a party to disputes or actions between or among Prime Contractors, the Sureties or Subcontractors concerning such additional expense or damage. It is agreed by all parties that claims, disputes or actions between or among Contractors, Sureties, and Subcontractors concerning the additional expense or damage will not delay completion of the Work, which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to this Agreement (the Owner as promisee and the Contractor as promisor) that the intent of this clause is to benefit all Prime Contractors, Subcontractors, and their Sureties on the Project and to serve as an indication of the mutual intent of the Owner and the Contractor that this clause raise the Prime Contractors to the status of third-party beneficiaries only as to the terms and conditions of this Section 6.2.5. The Contractor agrees that the paragraphs of this Section 6.2.5 are provided as a benefit to the Contractor and, that they specifically exclude claims, disputes or actions against the Owner, Architect, and Construction Manager for delay or other damages.

§ 6.2.5.2 The Contractor agrees that all claims, disputes, and other matters in question between or among Sureties, Contractor, Subcontractors, other Prime Contractors or their subcontractors which arise out of, or are related to the Work, this Agreement, or the breach thereof, as provided in Section 6.2.5.1, shall be settled by agreement or resolved by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate is in consideration of the fact that all other Prime Contractors agree to this same arbitration provision, as provided in each separate Prime Contract required for the construction of this Project and is specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accord

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with applicable law in any court having jurisdiction thereof. Neither the Contractor, Surety nor a Subcontractor shall join the Owner, Architect, or Construction Manager as a party to such arbitration.

§ 6.2.5.3 Notice of the demand for arbitration shall be filed in writing with the other Prime Contractor(s) and with the Regional Office of the American Arbitration Association. A copy of the demand shall be filed with the Architect, Construction Manager, and the Owner. The demand for arbitration shall be made within thirty (30) days after the claim, dispute, or other matter in question has arisen. The Owner, Architect, and Construction Manager shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any arbitration at the request of any party to the arbitration. The Owner will be provided with copies of all documents submitted to the arbitrator at no cost to the Owner

§ 6.2.5.4 The Contractor and each of its Subcontractors (as evidenced by its acceptance of the subcontract) hereby agrees that the sole remedy for including, without limitation, injuries, damages, or expenses resulting from disputes between or among the Contractor, Sureties, Subcontractors, other Prime Contractors or their Subcontractors will be to seek recovery from the Contractor, Sureties, Subcontractors, other Prime Contractors or their Subcontractors for the transgressions of such other Sureties, Subcontractors, other Prime Contractors or their Subcontractors. The Contractor and each of its Subcontractors hereby further agrees that they shall have no recourse against the Owner, Architect or Construction Manager for the transgressions of Contractor, Sureties, Subcontractors, other Prime Contractors or their subcontractors that result in including, without limitation, delay, acceleration, out-of-sequence Work, overtime, stacking of trades, failure to adequately clean the work areas, disputes over the scope of the Contractor's Work, or disputes between or among Contractor, Sureties, Subcontractors, other Prime Contractors or their subcontractors regarding any other matter concerning the Project.

§ 6.2.5.5 The Contractor and each of its Subcontractors acknowledge that the restrictions contained in these General Conditions are reasonable and necessary in order to protect the legitimate interests of the Owner and that any violation of these General Conditions would result in irreparable injuries to the Owner and monetary damages would be inadequate to compensate the Owner for a violation of these General Conditions. Therefore, the Contractor and each of its Subcontractors hereby agree that if the Contractor or Subcontractor disregard any paragraph of these General Conditions, including, without limitation, any portion of this Article 6, and institutes or attempts to institute any proceeding (e.g., arbitration, litigation, mediation, etc.) against the Owner, Architect, or Construction Manager for including, without limitation, injuries, damages or expenses resulting from disputes between or among Contractor, Sureties, Subcontractors, other Prime Contractors or their Subcontractors, the Owner is entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief to prevent the Contractor or Subcontractor from pursuing any proceeding against the Owner, Architect, or Construction Manager, and the Owner is entitled to stay any such proceeding. In the event that the Owner pursues preliminary or permanent injunctive relief to prevent the Contractor from pursuing any proceeding against the Owner, Architect, or Construction Manager, or that the Owner attempts to stay any such proceeding, the Contractor and the Contractor's Surety shall be jointly and severally liable for reimbursing the Owner, immediately upon demand, for all of Owner's costs and expenses associated therewith, including, without limitation, all legal fees, professional fees, and all other costs associated therewith incurred by the Owner. In the event that the Owner pursues preliminary or permanent injunctive relief to prevent a Subcontractor from pursuing any proceeding against the Owner, Architect, or Construction Manager or that the Owner attempts to stay any such proceeding, the Subcontractor and the Subcontractor's Surety (if any) shall be jointly and severally liable for reimbursing the Owner, immediately upon demand, for all of Owner's costs and expenses associated therewith, including, without limitation, all legal fees, professional fees, and all other costs associated therewith incurred by the Owner. The Owner's rights set forth in this Section 6.2.5.5 shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 6.3 Owner's Right to Clean Up

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work after receipt of a letter to proceed issued by the Construction Manager or execution of the Change Order, Construction Change Directive, or order for a minor change in the Work, whichever occurs first.

§ 7.1.3.1 Notwithstanding anything contained in the Contract Documents to the contrary, a change in the Contract Sum, the Contract Time and/or any Milestone Date shall be accomplished only by Change Order or by a Constructive Change Directive. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions of the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim or adjustment in compensation due under the Contract and/or time period provided for under the Contract.

§ 7.1.3.2 Agreement on any Change Order shall constitute a final settlement of all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents. Present or future claims by the Owner relating to defective performance of the Work shall not be deemed settled through agreement on a Change Order unless so expressly agreed in writing.

§ 7.1.4 Matters involving extra Work and changes in the Work are subject to the following provisions:

§ 7.1.4.1 Owner reserves the right to accept or reject Contractor's price, and in instances of more than one price, to accept one or more prices, or reject one or more or all prices. Contractor may not make a charge of any kind regarding proposed extra Work or proposed changes in the Work that were not accepted.

§ 7.1.4.2 Contractor agrees that prices for changes in the Work and or extra Work will not include charges involving penalties or damages for assumed delays in the Work, charges for estimating, cancellation charges on prior rejected Work, and similar amounts which do not relate directly to costs of labor and material and equipment appurtenant to Work involved.

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§ 7.1.4.3 A Change Order or Construction Change Directive will establish whether the Contractor is permitted extra time because of extra Work or changes in the Work and, if so, the amount of extra time permitted. Such determinations will be final and will not alter the fact that time is of the essence in the Contract.

§ 7.1.4.4 No charges by Contractor for extra Work or changes in the Work, nor claims on account thereof, shall be valid unless duly authorized pursuant to the procedure herein described. Written authority to perform extra Work or changes in the Work must be in possession of Contractor before such Work commences in order that Contractor's right to payment on account thereof may be valid.

§ 7.1.4.5 In order to facilitate checking of quotations for adjustments in the Contract Sum, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including, labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed herein. When major cost items are subcontracted, these costs shall be itemized also.

§ 7.1.4.6 All Change Orders shall be accompanied by detailed price breakdowns.

§ 7.2 Change Orders

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

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 To the extent the Contractor makes an excessive number of Change Order requests, which excessiveness shall be determined solely in the discretion of the Owner, the Owner shall have the authority in its sole discretion, to disregard any subsequent Change Order requests made by such Contractor on the same or similar scope of services and the Contractor's sole remedy against the Owner under this Agreement shall be pursuant to Article 15 of these General Conditions. Furthermore, to the extent the Owner incurs any legal fees, professional fees, expenses, or costs (including, but not limited to, employee costs), arising out of or resulting from the Contractor making an excessive number of Change Order requests, the Contractor shall be liable to the Owner for such legal fees, professional fees, expenses, and costs.

§ 7.2.4 Any action(s) by the Owner, Construction Manager, Architect and/or the Contractor other than actions taken pursuant to the procedures set forth in Section 7.2.1 shall not constitute the approval of a Change Order, including, without limitation, the Owner's, Construction Manager's and/or the Architect's execution of the Contractor's time sheets upon which the Contractor submits a Change Order request. Furthermore, to the extent the Owner incurs any legal fees, professional fees, expenses, or costs (including, but not limited to, employee costs), arising out of or resulting from the Contractor's failure to follow the proper procedures for approval of a Change Order, the Contractor shall be liable for such legal fees, professional fees, expenses and costs.

§ 7.2.5 At Owner's election, Change Order costs shall be calculated by the Contractor and each Subcontractor or Sub-sub-contractor as follows:

§ 7.2.5.1 Actual costs of labor, including social security and old age and unemployment insurance, fringe benefits and workers' compensation insurance associated with the Change in the Work (as calculated per Section 7.3.4).

§ 7.2.5.2 Actual costs of materials, supplies and equipment, including cost of transportation used in performing the Change in the Work.

§ 7.2.5.3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools required by the Change in the Work, whether incorporated or consumed.

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§ 7.2.5.4 Actual costs of premiums for all bonds and insurance and permit fees and sales, use or similar taxes related to the Change in the Work.

§ 7.2.5.5 For any adjustments to the Contract Sum (other than those based upon unit prices which include overhead and profit), the Contractor and each Subcontractor agree to charge and accept, as payment for overhead and profit, the following percentages of costs attributable to the addition, deletion or change to the Work.

.1 For adjustments which total less than fifty thousand dollars ($50,000) exclusive of overhead and profit, a total of 10% for overhead and profit.

.2 For adjustments which total more fifty thousand dollars ($50,000) but less than two hundred fifty thousand dollars ($250,000), exclusive of overhead and profit a total of 8% for overhead and profit.

.3 For adjustments which total more than two hundred fifty thousand dollars ($250,000) exclusive of overhead and profit, a total of five percent (5%) for overhead and profit.

.4 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any

.5 The foregoing charges include the overhead and profit for both the Contractor and any of its subcontractors that may be involved in the Work that is changed.

.6 The charges for overhead and profit referred to herein shall include all claims and requests for payment by the Contractor of indirect and/or consequential costs and expenses of any kind arising out of the subject addition, deletion, or change to the Work or the effect of the addition, deletion, or change upon other Work or upon the scheduling progress or completion of other Work, including without limitation, home office overhead, field office overhead, and return of staff.

§ 7.2.6 Unit Prices and their use in Contract Adjustments

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

§ 7.2.6.2 Approved Unit Prices, when accepted by the Construction Manager and Owner, shall be used where they apply to determine an equitable adjustment of the Contract Sum in connection with extra Work or changes ordered under the Contract. Approved Unit Prices shall apply to both additions to and deductions from the Contract Sum.

§ 7.2.6.3 Unit Prices submitted by a Contractor on the Bid Form for this Project shall include all profit, overhead, bonds, insurance, taxes, labor, materials, plant equipment and tools necessary and required to fully complete the Work item, as specified in detail for the Work item in the Contract Documents.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.2.5.5, and which includes, without limitation, Contractor's obligations under these General Conditions and Division 01 of the Specifications. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes such as social security, old age, and unemployment insurance, fringe benefits required by agreement or custom, workers' compensation insurance (labor costs shall be the certified Base Prevailing Wage rate plus actual fringe benefits per the Prevailing Wage Determination Schedule included in the Project Manual plus FICA, SUTA, FUTA and Workmen's Compensation, and other employee costs approved by the Construction Manager and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Additional costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and all bonds and insurance, permit fees, and sales, use, or similar taxes directly related to the change shall be submitted without markup;

.5 Costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner, Architect, and Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Notwithstanding anything else to the contrary in the Contract Documents, when a Construction Change Directive is not agreed upon by the Contractor, the Contractor shall continue to perform the change in the Work involved so as not to delay the Project and the Contractor's sole remedy against the Owner under this Agreement shall be pursuant to Article 15 of these General Conditions.

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment to the extent that such Work was completed under the Construction Change Directive. For any portion of such cost that remains in dispute, the Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a

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Change Order. Change Orders may be issued for all or any part of a Construction Change Directive. The Contractor's agreement to a Change Order, or acceptance of payment therefore, or the Contractor's agreement to a Construction Change Directive, shall constitute a final settlement of all of the Contractor's rights, claims, and remedies relating to the change in the Work which is the subject matter thereof, including, without limitation, all direct and indirect costs, and all adjustments to the Contract Sum and the Contract Time or Project Construction Schedule. If the Owner and the Contractor do not agree with the Construction Manager's determination, then the parties shall resolve the dispute pursuant to the terms and conditions of Article 15.

§ 7.4 Minor Changes in the Work

§ 7.4.1 The Architect has the authority to order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.4.2 The Architect from time to time, as deemed necessary or if requested by the Owner and Construction Manager, will furnish supplementary instructions to clarify or amplify the Drawings and Specifications (Contract Documents). The supplementary instructions may be by means of drawings, or otherwise as is most appropriate, which will be consistent with the Contract Documents and true developments thereof, or amplifications reasonably inferable therefrom. The supplementary instructions shall be considered minor clarifications in the Work and shall not be an authorization for the Contractor to incur additional cost.

§ 7.4.3 The Owner reserves the right to change the location of any piece of apparatus or equipment within five (5) feet of location shown, up to the time of rough-in, without additional expense to the Owner. The changes of the location shall be considered minor changes in the Work and shall not be an authorization for the Contractor to incur additional cost.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed issued by the Architect or Construction Manager. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

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

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time, including the phasing schedule, and all activities, events, and milestones, is a reasonable period for performing the Work. The dates listed in the construction schedule are of the essence and the Contractor agrees to schedule, coordinate, and staff in accordance therewith based on the actual progress of the Work as necessary to maintain the orderly progress of the Work in accordance with the construction schedule.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required by Article 11to be furnished by the Contractor and Owner.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. Contractor agrees to increase manpower, increase work hours, and to increase equipment necessary to maintain the Project schedule. Such measures undertaken by the Contractor will be at no additional cost to the Owner.

§ 8.2.4 The Notice to Proceed shall be given to the Contractors on all branches of Work concurrently and all Contractors shall be prepared to undertake their Work at such times as the progress of the Work permits them to do so.

§ 8.2.5 The Work shall reach Substantial Completion no later than the date(s) stated in the Contract Documents, and for each milestone and phase where applicable, subject to conditions stated therein, from the date of commencement of Work including authorized extensions of time approved in writing by the Owner. All Contractors shall cooperate with each other and shall coordinate their activities and Work so that the entire program of construction can be substantially complete on or before the completion dates for each milestone and phase.

§ 8.2.6 The Contractor shall complete the whole of the Work, and all milestones and phases as applicable, at or before the time or times stated. Contractor shall submit shop drawings and samples of material to be used, as required, and make delivery of material in accordance with the Project schedule. Contractor shall furnish, at all times, sufficient skilled workers, materials, and equipment to perform the Work to the entire satisfaction of the Construction Manager, Architect, and Owner and so as not to delay the completion of the whole or any part of the Project.

§ 8.2.7 It is mutually agreed by and between the parties hereto that time is of the essence as to each part of the Contract and that in case of the failure on the part of the Contractor to complete any part of the Contract within the time specified and agreed upon, the Owner will be damaged thereby. Further, it is mutually agreed that the amount of said damages, including, but not limited to, expenses for inspection, superintendence and necessary traveling expenses, being difficult, if not impossible, of definite ascertainment and proof, it is hereby agreed that the reasonable amount of liquidated damages in accordance with Section 9.11 of these General Conditions shall be the Owner's remedy.

§ 8.2.7.1 In addition to the liquidated damages set forth in Section 9.11, the Contractor agrees to pay all associated costs for the Construction Manager and Architect to extend their agreement to remain on the Project due to the failure of the Contractor to complete the Work within the time frame stipulated. Damage to other Contractors that are an extension of this clause, are to be recovered pursuant to Section 6.2 of these General Conditions.

§ 8.2.8 Adherence to Schedule

§ 8.2.8.1 The Owner reserves the right to withhold monthly progress payments if the Contractor is behind schedule, unless the Contractor proves, in writing, that the delays are not the fault of the Contractor and to which the Construction Manager agrees.

§ 8.2.8.2 The monthly progress payments will only be released after the Contractor reaches the status of completion for that month comprehended by the Project construction schedule.

§ 8.2.8.3 In the event the Construction Manager determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents and the Project construction schedule, the Owner or Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, but not limited to, working additional shifts or overtime; supplying additional manpower, equipment, and facilities; and other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project construction schedule and failure to comply shall be considered as breach of the Contract Documents. The Contractor shall not, under any

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circumstances, be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by Owner under or pursuant to Section 8.2.8.

§ 8.2.8.4 The Owner may exercise its rights pursuant to Section 8.2.8.3 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any completion dates set forth in the Contract Documents.

§ 8.2.9 PROCUREMENT SCHEDULE

If requested by the Construction Manager, the Contractor shall provide a procurement schedule within a reasonable period of time which shows items to be purchased, date of purchase, quoted dates of delivery, current estimated date of delivery, and last date of contact with the vendor. The procurement schedule shall be updated as requested by the Construction Manager.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces; (2) by changes ordered in the Work; (3) by fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner in writing; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended by Change Order to the extent such delay shall prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time for delay will only be allowed to the extent such delay is not caused by the Contractor, could not have been anticipated by the Contractor, could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and is of a duration not less than one (1) day. Where the delay arises from acts, omissions, or defaults of another Prime Contractor or the other Prime Contractor's, Subcontractors, and suppliers, then the Contractor will be entitled no extension of time and its sole remedy will be pursuant to Section 6.2 of these General Conditions.

§ 8.3.1.1 No extension of Contract Time will be considered or approved if the act or occurrence constituting the basis of the request or claim is for non-delivery of materials due to any act or neglect of the Contractor, or the failure of the Contractor to employ, furnish or obtain, as necessary for the timely prosecution of the Work, shop drawings, sufficient labor, materials or equipment, or other matters which shall be within the control of the Contractor. Any delay which results due to any of the foregoing causes shall be the sole responsibility of the Contractor.

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under this Section 8.3, shall be the sole remedy of the Contractor against the Owner, Construction Manager or Architect for (1) delay in the commencement, prosecution or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity; or (4) other similar claims (collectively referred to in this Section 8.3.3 as "delays") whether or not such delays are foreseeable, unless a delay is caused by the acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent that such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages against the Owner, Construction Manager, or Architect, in connection with any delay, including, without limitation, consequential damages, lost opportunity cost, impact damages or similar remuneration. No payment or compensation will be made to the Contractor by Owner as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. The Contractor's sole remedy against Owner, Architect or Construction Manager for delays shall be an extension of Contract Time, pursuant to and only in accordance with this Section 8.3. The Owner's exercise or failure to exercise any rights or remedies under the Contract Documents (including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency thereof, shall not be construed as active interference with the Contractor's performance of the Work. Such

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extension shall be a period equivalent to the time lost, day for day, by reason of any and all of the aforesaid causes. The Contractor is not permitted to make any claim for acceleration or for costs or expenses associated with acceleration nor will the Contractor be permitted to make a claim for out-of-sequence work (e.g., winter protection costs). In the event that the Contractor chooses to assert such a claim for delay, acceleration or out-of-sequence work, or litigate this provision, the Contractor shall be liable to the Owner, Architect and Construction Manager for any attorney's fees, professional fees, costs or expenses associated with analyzing, defending or otherwise opposing any such claim or litigation plus interest at the rate of ten (10%) percent per annum until such costs are paid.

§ 8.3.4 The Owner, Architect and Construction Manager shall not be liable to the Contractor for any expenses, damages, loss of profits (anticipated or otherwise) or charges of any nature whatsoever (including, but not limited to, legal fees and professional fees) which shall result because of any extension of the time of completion which shall be granted by the Owner to the Contractor or to any other contractor employed by the Owner to perform any other portion of the Project, or which shall result because of any delay or hindrance of any nature whatsoever in the progress of the Work (e.g., winter protection costs), whether such delay or hindrance shall be avoidable or unavoidable. In the event the Contractor chooses to litigate and fails to prevail as to its entire claim in its litigation, the Contractor shall reimburse the Owner, the Construction Manager, and the Architect for any legal fees, professional fees and all other costs and expenses associated with analyzing, defending, or otherwise opposing any such claim or litigation.

§ 8.3.5 The Contractor shall recognize and reasonably anticipate that as the job progresses, the Project Coordinator will be making changes in and updating the Contractor's construction schedules pursuant to Section 3.10. Therefore, no claim for an increase in the Contract Sum for either acceleration, delay or out-of-sequence work will be allowed for decisions as to extensions of time pursuant to this Section 8.3 or for other changes in the construction schedules which may be experienced.

§ 8.3.6 No extension of Contract Time granted by the Owner shall be or shall be deemed to be a waiver by the Owner of any rights accruing to it under the Contract Documents and no extension of Contract Time granted by the Owner shall relieve or shall be deemed to relieve the Contractor from full responsibility for performance of the Work.

§ 8.3.7 Should the Owner be prevented or enjoined from proceeding with the Project either before or after the start of construction by reason of any litigation or any other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claims for damage by reason of said delay, or for acceleration or out-of-sequence work; but time for completion of the Work will be extended to such reasonable time as the Owner and Architect may determine will compensate for time lost for such delay with such determination to be set forth in writing.

§ 8.3.8 Any delay attributable to lack of coordination or cooperation by and/or between Contractor and its Subcontractors, Sub-subcontractors, or any of the Prime Contractors will not be recognized by the Owner as a basis for any claim for increasing any Contract Sum or Contract Time but shall be settled as provided in Section 6.2 of these General Conditions.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Within 14 days of receipt of the Notice to Proceed, the Contractor shall submit a schedule of values to the Construction Manager and Architect, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected

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to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values and Contract Documents, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be notarized AIA Document G732, Construction Manager as Advisor Edition (CMa), Application and Certificate for Payment, supported by AIA Document G733, Continuation Sheet. By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the Subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the Commonwealth of Pennsylvania covering all Work performed and for which payment has been made by the Owner to the Contractor.

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Work applicable to the Contract Sum shall be kept separate from Work applicable to Change Orders. The Work of each shall contain a summary and a breakdown as stipulated by the Contract Documents.

§ 9.3.1.4 Contractor expressly waives any right to penalties, interest, and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa. C.S. § 3931 et seq.

§ 9.3.2 Stored Materials

§ 9.3.2.1 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.2 Materials stored off the construction site shall not be included for payment in the Contractor's application for payment unless prior written approval of the Owner has been obtained. Payment for materials stored off the construction site shall be subject to the conditions in this Section 9.3.2 and the following additional conditions:

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.1 Contractor shall provide property insurance for the full cost of the materials stored off the construction site.

.2 Contractor shall provide a bill of sale for the materials granting clear title to the materials to the Owner.

.3 Contractor shall provide waivers of liens, encumbrances or claims relating to the bailment of the materials stored off site or as otherwise required by Owner.

.4 Contractor shall provide Owner all information necessary for the filing of any notices under the Uniform Commercial Code relating to the materials stored off the construction site as may be required by Owner.

.5 The materials stored off the construction site shall be clearly and conspicuously labeled so as to identify Owner's title to the materials and shall be segregated and not commingled with other materials at the storage location.

.6 Contractor shall pay all storage costs, shall be responsible for any damage or deterioration of the materials while in storage or in transit to the construction site and shall pay the cost of inspection of the materials in storage by the Owner

.7 Contractor shall be responsible for and shall pay all costs of transportation of the materials to the construction site.

.8 Neither Owner's payment for materials stored off the construction site nor the transfer of title to Owner shall in any way reduce Contractor's liability for the complete installation and construction relating to said materials or liability under any performance bond provided for the Project.

.9 Contractor agrees to make the materials available for inspection by the Owner or Owner's representative at any time upon Owner's request.

§ 9.3.2.3 Materials stored on or off site shall be covered at all times from the weather. Any material or equipment, including outdoor exposed equipment, shall be suitably covered and protected at all times until final installation.

§ 9.3.2.4 The Contractor in making or ordering material shipments shall not consign or have consigned materials, equipment or any other items in the name of the Owner. The Owner shall not be under any obligation to make payment for charges on shipments made by or to the Contractor but may, at its option, pay such charges in which case the Contractor shall reimburse the Owner for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

§ 9.3.2.5 Materials delivered and stored both on and offsite are the responsibility of the Contractor. The Contractor shall be solely responsible for their safekeeping and usability at the time they are to be incorporated in the Work, and shall, at their own expense, care for and protect the same, employ security as needed, and take out insurance against theft, loss from other cause, damage, destruction and/or such other risks as may be involved which would render the aforesaid materials unfit or unsuitable for use in the Project. Any lost, stolen, or damaged materials shall be replaced at Contractor's expense. Materials shall not be delivered earlier than reasonably necessary for proper progress of the Work unless prior approval is granted by the Owner.

§ 9.3.2.6 All material and work incorporated in the Work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

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

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§ 9.3.4 Retainage

§ 9.3.4.1 In accordance with 62 Pa. C.S.A §3921, the Owner shall retain ten percent (10%) of all amounts due the Contractor until the Work is fifty percent (50%) completed. When the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner may be returned to the Contractor, provided the Contractor provides written Consent of Surety to such reduction in retainage to the Construction Manager along with its Application for Payment, provided the Architect approved the Application and reduction of retainage, and further provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:

.1 The Contractor's inability to produce evidence satisfactory to the Construction Manager and/or the Owner evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers.

.2 The existence of a dispute between the Owner and the Contractor regarding increased costs claimed by such Contractor.

.3 Contractor's failure to complete the Work in accordance with the Contract Documents, including without limitation, the Drawings and Specifications.

.4 Defective Work or damaged Work identified subsequent to installation.

.5 Failure to comply with any of the Project requirements including, but not limited to, schedule, coordination, staffing, supervision, subcontractors, submittals, etc.

§ 9.3.4.2 In addition to the Owner's right to determine if a specific cause for greater withholding exists, the Architect and Construction Manager shall be entitled to determine if a specific cause for greater withholding exists under this Section. The Architect and Construction Manager may, with Owner's approval, reject the reduction in retainage if the Contractor is not making satisfactory progress in its Work or if the Architect and Construction Manager determine that there is a specific cause for greater withholding. The Architect and Construction Manager will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by the Architect and Construction Manager as sufficient grounds for rejecting a reduction of retainage.

.1 Satisfactory performance of the Work.

.2 Satisfactory maintenance of the Project schedule.

.3 Proper manning of the Project.

.4 Satisfactory completion of the Work.

.5 Satisfactory organization of the Project.

.6 Proper organization and coordination of Subcontractors.

.7 Proper coordination with other Prime Contractors, Owner's forces, and separate contractors.

.8 All defective Work has been remedied or is in the process of being remedied.

.9 Work completed is not in contention.

.10 Satisfactory follow through of paperwork, certified payrolls, Change Order proposals, or Construction Change Directives.

.11 Satisfactory compliance with all government code statutes, regulations and laws including but not limited to local government ordinances and the rules and regulations promulgated for the PA Department of Environmental Protection and the County Conservation District.

.12 The Architect's and Construction Manager's decision to reject a reduction of retainage shall be final and binding on the Prime Contractors.

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§ 9.3.4.3 The Owner shall retain five percent (5%) of all amounts due the Contractor after the Work is fifty percent (50%) completed. In the event a dispute arises between the Owner and a Prime Contractor or separate contractor, which dispute is based upon increased costs claimed by the Prime Contractor or separate contractor occasioned by delays, or other actions of the Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor furnishes a bond satisfactory to the Owner to indemnify the Owner against the full claim.

§ 9.3.4.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, Construction Manager and Architect, or if the Surety withholds its consent, or for other good and sufficient reasons.

§ 9.3.4.5 All monies retained by the Owner may be withheld from the Contractor until substantial completion of the Project.

§ 9.4 Certificates for Payment

§ 9.4.1 Intentionally deleted.

§ 9.4.2 The Construction Manager will, within seven days after the Construction Manager receives the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due to each Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due to each Prime Contractor; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1.The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors no later than the date established for such progress payment.

§ 9.4.3 The Construction Manager's certification of a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to continuing observations and ongoing evaluations of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the

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quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment, shall not certify payment, and will withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within applicable Project milestone otherwise within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** failure to carry out the Work in accordance with the Contract Documents;
- **.8** failure to submit Prevailing Wage Certifications as required;
- **.9** failure to comply with governmental statutes, regulations, laws, rules, ordinances and lawful orders of governmental authorities with jurisdiction over the Project;
- **.10** failure to comply with Project milestones, phasing, coordination or scheduling requirements; or
- **.11** failure to adequately staff the Project.

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

§ 9.5.2.1 If the Contractor disputes any determination by the Construction Manager or the Architect with regard to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to prosecute the Work.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

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

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Construction Manager and Architect. Such payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be or be deemed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder with respect thereto.

§ 9.6.2 The Contractor shall pay each Subcontractor and supplier, no later than 20 days after receipt of payment from the Owner, the amount to which the Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Contractor and each Subcontractor shall comply with the payment provisions of Section 3933 of the Pennsylvania Commonwealth Procurement Act, 62 Pa. C.S §3933.

§ 9.6.2.1 The Contractor shall, at the request of the Owner, the Construction Manager, or the Architect, prior to the submission of an Application for Payment, submit an affidavit signed by the Contractor, Subcontractors', manufacturers and/or suppliers that they have been paid for their portion of the Work from previous Applications for Payment such Subcontractors, manufacturers and/or suppliers have performed Work.

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

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

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

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

§ 9.6.7 Payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

If through no fault of the Contractor the Owner does not pay the Contractor the amount certified by the Construction Manager and Architect within 21 days after the date established in the Contract Documents, then the Contractor may, upon14 additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended for the amount

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of time the Contractor stopped Work. Contractor shall not stop work or terminate this Agreement if the Architect or Construction Manager should refuse to issue a Certificate of Payment because the Application for Payment does not conform with the requirements of the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, and the local authorities having jurisdiction have issued a final Certificate of Occupancy so the Owner can occupy or utilize the Work for its intended use. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the building or major area thereof on that date and the completion of the Work by the Contractor would not materially interfere with or hamper the Owner's normal operations. Contractor recognizes that 'normal operations' require the use and occupancy of the Work by the public, students, and Owner's staff without interruption and that any punchlist or corrective work shall be done at times when the Work is not so occupied unless otherwise permitted by Owner.

§ 9.8.1.1 The Date of Substantial Completion will be established after the Construction Manager's receipt of the Contractor's Notification for Substantial Completion inspection and the Architect's and Construction Manager's inspection and concurrence that the Work has achieved Substantial Completion.

§ 9.8.1.2 For Substantial Completion to occur for the Contractor, the following conditions shall be met:

- **.1** All of the Project parts and systems are accessible, operable and usable by the Owner, including the site work, HVAC systems, plumbing, electric, and Life Safety Systems, and commissioning of such systems has been successfully completed.
- **.2** The Project is clean, as defined elsewhere in the Contract Documents.
- **.3** Operation and maintenance manuals have been submitted to the Architect through the Construction Manager.
- **.4** Training of the Owner's personnel has taken place as required elsewhere in the Specifications.
- **.5** Annotated Record Drawings have been submitted to the Architect through the Construction Manager.
- **.6** All Federal, State and local authorities having jurisdiction over the Project have issued the requisite occupancy permits and/or approvals so that the Owner can occupy or utilize the Work for its intended purpose.

§ 9.8.1.3 There will be a phased completion date for each phase to account for and address retainage reduction for select phases of the Project agreed to by the Contractor with the Construction Manager and Architect in accordance with the specific milestone completion dates where Owner takes beneficial use of certain designated phases. The conditions of phased completion shall be similar to those stated for Substantial Completion of the entire Project except that the warranty will not begin. Warranties will begin only at Substantial Completion of the entire Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Construction Manager and Architect its own comprehensive list of items (punchlist) to be completed or corrected prior to achieve Final Completion. If after the punchlists are submitted and upon inspection, it is found that a Contractor's punchlist is incomplete, lengthy, or ill prepared, the Substantial Completion request will be denied. If it is required because of a Contractor's incomplete, lengthy, or ill prepared punchlist or the Contractor's inability to complete its punchlist and, therefore, complete the Contract, than the Architect, the Construction Manager, or any of their consultants or representatives or the Owner, is required to prepare a punchlist, then the Contractor will be solely responsible for all costs associated with the creation of the punchlist. Such costs may be back charged to Contractor and deducted from any existing retainage or subsequent Application for Payment. In the event that the Architect, the Construction Manager, or any of its consultants or representatives, or the Owner is required to prepare punchlists, the Contractor will be in default of the Contract. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the

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Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. If more than one inspection for Substantial Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Architect and/or Construction Manager for performing all subsequent inspections.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof upon certification by Architect that retainage is due to Contractor. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.5.1 Inspections for Substantial Completion will be conducted only at the completion of the Project or a scheduled phase of the Project. Such inspection will take place only when all Prime Contractors are complete with the Project or that scheduled phase of the Project. Any items to be completed or corrected that remain on the punchlist shall have a value of 150% of the cost affixed to them. Construction Manager, after consultation with the Architect, will provide the valuation. Such amount shall be retained from payments and held until the items are completed or corrected to the satisfaction of the Architect.

§ 9.8.5.2 In no event shall the Project or portion thereof be certified as substantially complete until at least 90% of the work on the Project, or portion thereof, is complete.

§ 9.8.5.3 Within 14 days after receipt of Contractor's Notification of Substantial Completion **and** the Contractor's list of Work to be completed or corrected, the Architect, assisted by the Construction Manager, will verify and issue a list of items to be completed or corrected. Should the Contractor fail to provide their listing of the work to be completed or corrected or if the Architect deems said list to be incomplete, the Architect will not be obligated to inspect the Project until such list is provided.

§ 9.8.6 In no case shall the time established for the completion and correction of items on the list extend beyond 30 days after certification of Substantial Completion, except for delay beyond the Contractor's control. The Contractor shall pay for all architectural and consultant services incurred thereafter due to the failure of Contractor to complete and/or correct Work on the list or to submit documentation and items required for Final Completion and Final Payment. Such costs may be back charged to Contractor and deducted from any existing retainage or subsequent Application for Payment.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Construction Manager and Architect as

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provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager. Contractor shall not withhold partial occupancy or use from Owner due to failure of the Contractor to complete the Work in accordance with the Contract Documents in the time stipulated in the Agreement and approved Change Orders, if any, for extension of time.

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

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

§ 9.9.4 As Work is completed and occupied, the Contractor shall ensure the continuing construction activities will not unreasonably interfere with the use, occupancy and quiet enjoyment of the completed portions thereof.

§ 9.9.5 The Contractor agrees to coordinate the Work with the Construction Manager, the Architect, and the Owner in order to minimize disturbance to occupied portions of the structure. In the event performances or tests are conducted in close proximity to the Work in progress, the Contractor agrees to cease all Work which may disturb the Owner's occupants.

§ 9.9.6 The Owner shall have the right to occupy and erect or place any apparatus or equipment in any part of the Project without such installation being construed as an acceptance of any of the Contractor's workmanship or materials, or as affecting any terms in the Contract. Prior, however, to the Owner taking possession, an inspection will be made by the Construction Manager, Architect, and Owner of the area and any subsequent damage due to occupancy by the Owner will not be the responsibility of the Contractor.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed ("Final Completion"), the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6), final "as-built" prints of record drawings marked by the Contractor with record information as set forth in the Contract Documents, (7) a final Contractor's sworn statement showing all Subcontractors and material and equipment suppliers to be fully paid and similar sworn statement from Subcontractors and Sub-Subcontractors confirming that they have been paid and (8) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens,

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claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.3.1 If more than one inspection for Final Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Architect and/or Construction Manager for performing all subsequent inspections. Following Substantial Completion, in the event the Contractor or Subcontractor fails to complete the list of items of the Work instructed by the Architect or Construction Manager to be corrected or completed within the time period set forth elsewhere in the Contract Documents or if no such time period is set forth elsewhere in the Contract Documents, then 30 days from Substantial Completion, the Owner may: (i) exercise any available remedies to correct or complete deficient Work or retain a third party to correct or complete such Work at the cost of the Contractor; (ii) retain and deduct from any payments or retention otherwise due to the Contractor any fees and expenses for services required to be provided by the Architect and/or Construction Manager; and/or (iii) recover against the Contractor and Surety under the Performance Bond, as part of its damages any and all legal fees and professional fees, jointly and severally, and all other costs and expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Contract and Performance Bond, including, but not limited to, any and all legal fees, professional fees, and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor under the Contract.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner.

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously asserted in a timely manner and in accordance with the Contract Documents and specifically identified in writing as unsettled at the time of final Application for Payment.

§ 9.11 Liquidated Damages

§ 9.11.1 Actual damages for delay in the time of completion are impossible of determination, thus liquidated damages will apply for each delay. The Contractor and Contractor's Surety shall be jointly and severally liable for, and shall pay the Owner the cost of expenses incurred by the Owner resulting from the Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, but not as a penalty, in the amounts listed below, for each calendar day (Sunday and holidays included) of delay from the Project milestone dates, the phased completion dates, and the substantial completion date for the entire Project until the Work is substantially complete (as defined in Articles 8 and 9.8) at each phase, milestone of construction, subject to adjustments of the Contract Time as provided in the Contract Documents.

General Construction Contract	$2,000 per day
All other Contracts	$1,000 per day

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In the event the Contractor or Surety litigates the validity of this provision or the assertion of liquidated damages, the Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages incurred by the Owner. This liquidated damages provision applies to each phase and milestone of construction as well as the Substantial Completion date for the entire Project. Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity.

§ 9.11.2 If any other Prime Contractor shall be responsible, in the opinion of the Construction Manager and Architect, for delay in the time of completion of the Work of the Contractor then the Prime Contractor so determined to be responsible shall be liable for and shall pay to the Owner all liquidated damages otherwise attributable to the Contractor, as well as any legal fees, professional fees, or other costs or expenses incurred by the Owner.

§ 9.11.3 The Owner shall have the right to deduct the total amount of liquidated damages for which the Contractor may be liable under this Article from any payments then or thereafter due the Contractor. The Surety upon the Contract Bonds furnished by the Contractor shall be liable for any fixed, agreed, and liquidated damages for which the Contractor may be liable under this Section to the extent that the Contractor shall not make settlement thereof with the Owner.

§ 9.11.4 In addition to the Liquidated Damages established in this Section 9.11, the Contractor agrees to pay all associated costs for the Construction Manager and Architect to extend their Contract to remain on the Project due to the failure of the Contractor to complete the Work within the time frame stipulated in the Project Schedule. Damages to other Prime Contractors due to the extension of this Project duration shall be pursued in accordance with Article 6 of these General Conditions of the Contract.

§ 9.11.4.1 The determination of these costs will be based on the level of completion of the Work by the Contractor.

§ 9.11.4.2 Should a single Prime Contractor fail to complete the Project within the time frame stipulated, that sole Contractor shall be responsible for all costs listed in Section 9.11.4.

§ 9.11.4.3 Should more than one Prime Contractor fail to complete the Project within the time frame stipulated, the costs will be divided and apportioned proportionally to the level of completion of the Work and the value of the separate Prime Contractor's Contract Sum weighted against the total Project cost of all separate Prime Contracts.

§ 9.11.5 Liquidated damaged for failure to correct "punchlist" items shall be calculated at the following rates for each calendar day of delay beyond 30 calendar days after certification of Substantial Completion or phased completion until Work for corrections is complete.

Each Prime Contract	$500 per day

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for verification that the Contractor has a safety program within 14 days after Notice to Proceed. The Construction Manager's responsibilities for verification of safety programs shall not extend to any review of the adequacy of the Contractor's safety program, or control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work.

§ 10.1.1 The Contractor's safety program shall reference Federal and State OSHA standards and other rules and regulations applicable to construction activities on the Project. The Contractor's Project Safety and Health Program shall include, without limitation, as a minimum, the following:

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§ 10.1.1.1 New Hire Safety and Orientation Program: Each new or reassigned employee of the Contractor shall receive a thorough safety orientation including, without limitation, employer/employee responsibilities under Federal and State OSHA regulations, ear protection in high noise level areas, respiratory protection, Material Safety Data Sheets (MSDS), fire protection, first aid facilities, and look-out procedures on electrical equipment. Attendance at the New Hire Safety and Orientation Program meeting is required, and records must be kept on file in the Contractor's office for review.

§ 10.1.1.2 The Contractor shall furnish 2 sets of Material Safety Data Sheets (MSDS) to the Construction Manager for all materials used on the Project in accordance with governmental requirements. In addition, the Contractor shall maintain 1 set of MSDS on the Project site for periodic inspection by the Owner and the Construction Manager. The Contractor shall be responsible for continually updating their MSDS sheets on site and provide the Construction Manager with any revisions to the MSDS. The Contractor shall be responsible for compliance with OSHA and the Hazard Communications Standard.

§ 10.1.1.3 Weekly Toolbox Safety Meetings: The Contractor shall conduct Weekly Toolbox Safety Meetings to provide employees with current safety information. Attendance is required and records must be kept on file in the Contractor's office for review.

§10.1.2 Safety

§10.1.2.1 Without limiting any other provisions regarding safety in the Contract Documents or under law, the Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, and the Work and materials and equipment to be incorporated therein, with respect to the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss, specifically including all measures necessary and as may be required to comply with the Guidance and Directives from the Commonwealth of Pennsylvania, the Centers for Disease Control and Prevention (CDC), and any other governmental agency, relating to and arising from the COVID-19 pandemic. The Contractor acknowledges and agrees that the Guidance and Guidelines referenced herein may be revised and updated from time to time, and Contractor agrees to comply with any such revisions and updates.

§10.1.2.2 If applicable and when requested by the Owner, Construction Manager, or Architect, the Contractor agrees to submit to Owner a copy of Contractor's written plan for complying with the Guidelines and Guidance Documents referenced herein, including safe-distancing measures and other mitigation measures to protect the health and safety of Contractor's employees and the general public, as well as the Directive(s) of the Pennsylvania Governor, as may be updated from time to time. Submission of the plan to Owner shall not impose upon or establish for Owner any responsibility or obligation for Contractor's work environment or work-site safety, as such responsibility and obligation is solely upon the Contractor.

§ 10.2 Safety of Persons and Property

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

- **.1** employees on the Work, the Owner's employees, representatives, and building occupants, and other persons who may be affected by the Work or the Contractor's operations;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- **.4** construction or operations by the Owner, Separate Contractors, or other Prime Contractors, Subcontractors, or Sub-subcontractors.

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

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comply with such laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities, Contractor shall be liable for and shall indemnify, defend, and hold harmless Owner, Architect, and Construction Manager, and their respective employees, officers and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees imposed on or incurred by the parties indemnified hereunder.

§ 10.2.2.1 The Contractor shall comply with Pennsylvania Act 187 of 1996 to call Pennsylvania One Call System, Inc. (800) 242-1776 prior to digging, excavating, or moving earth on the Project. The Contractor shall contract for the services of a qualified agency to assist in locating utilities on site not covered under Pennsylvania One Call System, Inc.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall provide reasonable advance notice to the Owner and Construction Manager and exercise utmost care and carry on such activities under supervision of properly qualified personnel. Any Work approved must be in strict compliance with state and local regulations.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.7.1 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.7.2 The Contractor shall at all times protect excavations, trenches, buildings, and materials from rainwater, ground water, back up or leakage of sewers, drainage or other piping, and from water of any other origin, and shall remove promptly any accumulation of water from the Project site. Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.7.3 The Contractor shall remove snow or ice from the Project site which may result in damage or delay.

§ 10.2.7.4 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether forming part of the Work or

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located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner located in such areas and shall reimburse the Owner for any such loss, damage, or injury, except such as may be directly caused by agents or employees of the Owner.

§ 10.2.8 Injury or Damage to Person or Property

If the Contractor suffers injury or damage to person or property because of an act or omission of another party , written notice of the injury or damage, whether or not insured, shall be given to the Owner and Construction Manager within a reasonable time not exceeding 21 days after first observance, otherwise, such claim shall be deemed waited by the Contractor. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Owner shall not be responsible for actions or inactions of other Prime Contractors or their Subcontractors.

§ 10.3 Hazardous Materials

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the hazardous material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the hazardous material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately.

§ 10.3.3 To the extent covered by the Owner's applicable insurance policies, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if, and only if, in fact the hazardous material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless by the Owner after receipt of notice from Contractor of the same, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is not due to the fault or negligence of the party seeking indemnity or a party other than the Owner.

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

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

§ 10.3.6 Intentionally deleted.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify the Owner, Construction Manager, Architect, and appropriate public safety authoritites (i.e. police, EMS, fire service, etc.). Extensions of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents effective from the date of signing of the Agreement until 90 days after Final Payment except as otherwise provided below. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the Commonwealth of Pennsylvania and have an A- or better, or financial rating of X or better with the A.M. Best's Company Key Rating, Guide - Latest Edition and being, satisfactory to Owner and Architect, and which are licensed to practice business in the Commonwealth of Pennsylvania. The Contractor shall obtain insurance for protection from claims under workers' compensation acts and other employee benefits acts which are applicable, claims for damages because of bodily injury, including without limitation, death and claims for damages, other than operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance. The Contractor shall include the Owner, Construction Manager and Construction Manager's consultants, municipalities having jurisdiction, and the Architect and Architect's consultants, as additional insureds under the Contractor's insurance policies, except for workers' compensation, or as otherwise described in the Contract Documents. All of the Contractor's insurance policies and the Certificates of Insurance shall state that such insurance is primary and non-contributory with respect to any other valid and collectible insurance policies. The Owner and the Contractor each intend that the policies provided in response to this Section 11.1 shall protect all of the parties insured and provide primary and non-contributory coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall state that in the event of payment of loss or damage, the insurer shall have no right of recovery against the parties named as insureds or additional insureds.

§ 11.1.1.1 Contractor shall submit to the Owner an appropriate Certificate of Insurance within the time required by the Instructions to Bidders which certifies that the Contractor is covered by insurance requirements of this Article 11. Further, Contractor fully understands that failure to timely submit the Certificate of Insurance shall give the Owner the option to withdraw the award and forfeit the Bidder's Bid Bond.

§ 11.1.1.2 The insurance required by this Section 11.1 shall be written for not less than limits of liability specified in the Contract Documents as set forth in Section 11.1.1.3 below or required by law, whichever coverage is greater. Coverages must be written on an occurrence basis with the exception of professional and environmental/pollution liability that may be written on a "claims made" basis, and shall be maintained without interruption from the date of signing of the Agreement until 90 days after the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's products and completed operations, and any coverage written on a claims-made basis, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. If any such insurance is due to expire during the required coverage period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continued coverage to the Owner and the Architect for record. The minimum coverage limits set forth herein shall be subject to periodic review, and Owner reserves the right to require that the Contractor increase the minimum coverage limits if, in the reasonable opinion of Owner, the minimum coverage limits become inadequate.

§ 11.1.1.3 The Contractor shall provide Commercial General Liability including, without limitation, coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse, and underground hazard coverage (X, C, U) contractual liability, products and completed operations with limits not less than those stated below

.1	General Aggregate per project (Other than Products and Completed Operations)	$2,000,000
.2	Products and Completed Operations Aggregate	$1,000,000
.3	Personal and Advertising Injury	$1,000,000
.4	Each Occurrence	$1,000,000

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.5 Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

§ 11.1.1.4 The Contractor shall provide comprehensive automobile liability insurance including, without limitation, coverage for owned, non-owned, and hired vehicles with limits not less $1,000,000 for each occurrence, bodily injury and property damage combined.

§ 11.1.1.5 The Contractor shall provide an umbrella excess liability policy written on an excess basis with minimum coverage limits not less than **$10,000,000 for each occurrence and $10,000,000 in the aggregate** which provides excess coverage over all underlying insurance policies. The umbrella excess liability policy shall include, without limitation, a follow form aggregate provision.

§ 11.1.1.6 The Contractor shall provide insurance covering losses caused by pollution incidents in limits not less than those listed below, that arise from the operations of the Contractor. Insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

For General Contracts,	$1,000,000 per claim
Contractor's Pollution Liability:	$1,000,000 aggregate
For HVAC, Plumbing and Electrical Contracts,	$100,000 per claim
Contractor's Pollution Liability:	$100,000 aggregate

§ 11.1.1.7 The Contractor shall provide Workmen's Compensation in the amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation laws and Employers Liability with the following minimum limits:

.1	Each accident	$1,000,000
.2	Disease, each employee	$1,000,000
.3	Disease, policy limit	$1,000,000

§ 11.1.1.8 If the Contractor stores work offsite, the Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

§ 11.1.1.9 None of the requirements contained herein as to the types, limits, or Owner's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with the Owner, or otherwise provided by law.

§ 11.1.1.10 Failure of Contractor to provide insurance as herein required or failure of Owner to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

§ 11.1.2 Contractor's Performance Bond and Payment Bond. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents covering the Contractor's faithful performance of the Contract and payment of obliggations arising thereunder. The Contractor shall purchase and maintain the required bonds from a company or companies accetable to the Owner and lawfully authorized to issue surety bonds in the Commonwealth of Pennsylvania, and the cost thereof shall be included in the Contract Sum. The amount of each Payment Bond and Performance Bond shall be equal to one hundred percent (100%) of the Contract Sum. The forms contained in the Bidding Documents must be used. Other forms of bonds

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will not be accepted. The carriers from whom the Contractor has purchased bonds must be listed in the most recent U.S. Treasury Department Circular and authorized to conduct business in the Commonwealth of Pennsylvania with an AM Best Rating or "A-" or better and financial rating of Class "X" or higher. The amount of said bonds in question must not exceed the acceptable limit in accordance with the ratings of the surety company. The Contractor shall provide bonds in accordance with the Public Works Contracts Bond Law of 1967, 8 P.S. Sec. 191, et seq. The bonds shall be solely for the protection of the Owner or its assignee. The Surety's liability under the bonds shall be the same as the Contractor's liability.

§ 11.1.2.1 The Contractor shall deliver the required Payment Bond and Performance Bond to the Owner not later than ten (10) days after receipt of Notice of Intent to Award.

§ 11.1.2.2 The Contractor shall require the attorney-in-fact who executes the required Payment Bond and Performance Bond on behalf of the surety to affix thereto a power of attorney that is certified to be in full force and effect as of the date of the Bonds.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.

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

§ 11.1.4.2 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire. Written notice shall be provided to the Owner in compliance with this Section 11.1.4 in the event the Contractor's insurance expires or is cancelled within the time specified in Section 11.1.1. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Section 11.1. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25 will be acceptable. Language such as "will endeavor to mail..." or "...but failure to mail...shall impose no obligation or liability...upon the company, its agents or representatives..." is not acceptable within the Cancellation Clause and should be stricken therefrom.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain property insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.1.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at

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the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The Contractor shall be solely liable for paying the deductible on the Owner's builder's risk insurance for the Project for any claims relating to the Contractor's Work.

§ 11.2.1.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise specifically provided in the Contract Documents

§ 11.2.2 Failure to Purchase Required Property Insurance. Intentionally deleted.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Intentionally deleted.

§ 11.2.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.5 The insurance required by this Section 11.2 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment.

§ 11.3 Waivers of Subrogation
§ 11.3.1 Intentionally deleted.
§ 11.3.2 Intentionally deleted.

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

§ 11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 Intentionally deleted.
§ 11.5.2 Intentionally deleted.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

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

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correction, shall be at the Contractor's expense unless the condition was caused by one of the other Prime Contractors in which event the other Prime Contractor shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

In addition to the Contractor's obligations under Section 3.5, if, within one year, or such longer period of time as set forth in the Bid, after the date of Substantial Completion or designated portion thereof, the Contractor shall promptly correct Work rejected by the Construction Manager, Owner, or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.1 Work that is rejected or fails to conform to the requirements of the Contract Documents that requires any review, research, recommendation, meetings or direction by the Architect, any other consultants, or the Construction Manager, in order to substantiate the same or to approve remedies or alternate solutions will be subject to Section 12.2.1. The Architect, any consultants, and the Construction Manager, will be compensated for such additional Work at the prevailing rates by the Owner, who will be entitled to back charge the Contractor for such fees, as well as any legal fees, professional fees, other expenses or costs incurred. The Owner may deduct the same from any Application for Payment or any amount of retainage.

§ 12.2.1.2 If prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The obligations under Section 12.2.2 shall survive acceptances of the Work under the Contract and termination or expiration of the Agreement. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5. Nothing contained in Section 12.2.2 shall decrease the liability of the Contractor and its Surety as set for the in the Performance Bond and/or as required by law.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.5. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within 10 days after written notice, the Owner may, upon 10 additional days' written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby, and attorneys' and accountants' fees and expenses. If such proceeds of sale do not cover

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costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

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

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

§ 12.2.6 The obligations under Section 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.

§ 12.2.7 The Contractor will be responsible for any expense of the Owner incurred by said uncovering or repair including, but not limited to, legal fees, professional fees, other expenses, or costs.

§ 12.2.8 Upon request by the Owner and prior to the expiration of 1 year from the date of Substantial Completion, the Architect, Construction Manager, and Contractor shall schedule and attend a meeting with the Owner to review the facilities operations and performance.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the Commonwealth of Pennsylvania without regard to conflicts of law.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.3.3 In the event the Contractor should breach any obligation imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which the Owner may recover, the Owner shall also be entitled to an award for any reasonable legal fees, expert witness fees, and consultant fees incurred in attempting to enforce or recover under the Contract Documents by reason of the Contractor's breach. The Owner's right to recover under the Contract Documents, at law or in equity, shall not be restricted to the rights and remedies set forth in Article 15 of these General Conditions.

§ 13.3.4 In the event that the Owner declares the Contractor in default and the Contractor's Surety fails to adhere to its obligations under the Performance Bond or Payment Bond, the Surety shall be liable to the Owner for any and all damages that the Owner incurs including, but not limited to, any attorney's fees, professional fees, or other costs or expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond, Payment Bond and/or applicable law, including the cost of all litigation, including but not limited to, attorney's fees, professional fees, and costs.

§ 13.3.5 To the extent any Contractor sues the Owner, and the Owner prevails in such litigation, the Contractor shall be responsible for all of the Owner's damages, costs and expenses including but not limited to, any and all professional fees or expert witness fees (e.g., Architectural fees, Construction Management fees, and legal fees).

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall make arrangements for and conduct or obtain such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals, including, without limitation, the cost of retesting for verification of compliance if necessary, until the Architect or the Construction Manager certify(ies) that the Work in question does comply with the requirements of the Contract Documents, and all such costs shall be included in the Contract Sum. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after the Agreement is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. At the Owner's option, the Owner may retain a field-testing agency or other testing agencies for this Project, as the Owner deems necessary, in its sole discretion.

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

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense. Such amounts will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such

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amounts, the Contractor shall pay the difference to the Owner within 7 days of receipt of the Owner's invoice for such legal fees, professional fees or other cost or expenses.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 3% simple interest per annum, as set for the in Article 8.2 of the AIA, A132-2019, Standard Form of Agreement between Owner and Contractor.

§ 13.6 Interpretations

§13.6.1 The captions and headings of various Articles and Section in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

§ 13.6.2 The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of the Contract Documents.

§ 13.6.3 References to Sections or paragraphs shall also be deemed to include the respective Subparagraphs.

§ 13.6.4 The parties hereto expressly waive the defense of contra proferentem, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

§ 13.7 Employment Policies

§ 13.7.1 The Contractor shall maintain policies of employment as follows:

§ 13.7.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§ 13.7.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.8 Owner's Right to Attorney's Fees and Costs

§ 13.8.1 In the event Contractor institutes legal proceeding against Owner and Owner subsequently prevails in said legal proceedings, Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, expert witness fees, Architectural fees, Construction Management fees, engineering fees, consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Owner may

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incur in connection with said legal proceedings (including professional fees rendered in anticipation of such proceedings). Owner's right to such costs and expenses shall apply to, but not be limited to, any unsuccessful challenge brought by a Bidder to Owner's award of a contract to another Bidder. This provision shall create no right to the Contractor or any other person or entity for payment of such costs or expenses.

§ 13.8.2 In the event the Contractor should breach any obligation imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which the Owner may recover, the Owner shall also be entitled to an award for any reasonable attorney's fees incurred in attempting to enforce to recover upon the Contract Documents by reason of the Contractor's breach.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Intentionally deleted.

- **.1** Intentionally deleted.
- **.2** Intentionally deleted.
- **.3** Intentionally deleted.
- **.4** Intentionally deleted.

§ 14.1.2 Intentionally deleted.
§ 14.1.3 Intentionally deleted.
§ 14.1.4 Intentionally deleted.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** otherwise materially breaches a provision of the Contract Documents;
- **.5** submits an Application for Payment, sworn statement, Waiver of Lien, Affidavit or document of any nature whatsoever which it intentionally falsified; or
- **.6** institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable federal or state law; or if a Petition under any federal or state Bankruptcy or Insolvency Law against the Contractor and such Petition is not dismissed within 60 days of the day of said filing; or if the Contractor admits, in writing, its inability to pay its debts generally if they become due, or if Contractor makes a general assignment for the benefit of the creditors, or if a Receiver, Liquidator, Trustee or Assignee is appointed on account of Contractor's bankruptcy or insolvency; or if the Receiver of all or any substantial portion of the Contractor's property is appointed.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate the Contract and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor less Owner's costs for completing the Work as of the date of termination. If

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such costs and damages to the Owner of completing the Work exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner immediately upon Owner's demand. The cost to the Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, construction management, managerial and administrative services required thereby, any costs incurred in retaining another Contractor or other Subcontractor to complete the Work, any additional interest or fees which the Owner may incur by reason of delay in completion of the Work, attorney's fees and expenses incurred by the Owner, and any other damage, costs and expenses which Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor shall be certified by the Architect upon application, in the manner provided in Article 9.4.

§ 14.2.5 Notwithstanding any other provision of the Contract Documents to the contrary, in the event that the Contractor abandons its Work on the Project, as determined by the Owner in its sole discretion, and the Contractor does not resume its Work after 72 hours prior written notice from the Owner, the Owner may terminate the Contractor for cause without such termination being subject to the Initial Decision Maker's certification required by Section 14.2.2. The Owner's rights set forth in this Section 14.2.5 shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 14.2.6 In the event the Owner elects to terminate the Contractor for cause, the Owner may recover against the Contractor and Surety as part of its damages any and all legal fees, professional fees, jointly and severally, including, but not limited to, Architectural fees, Construction Management fees, expert witness and consultant fees, legal fees, and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor on the base amount of the Contract. Further, should the Contractor fail to achieve Final Completion promptly, upon written recommendation by the Architect and upon notice to the Contractor and after reasonable opportunity to cure, the Owner may, for cause, terminate the Contractor, complete the Work, and recover against the Contractor or Surety, any and all amounts that the Owner incurs, including, but not limited to, any and all legal fees, professional fees and all other costs and expenses related thereto. This provision shall create no right to the Contractor or to any other person or entity for payment of such costs or expenses.

§ 14.2.7 In the event that the Owner declares the Contractor in default and the Contractor's Surety fails to adhere to its obligations under the Performance Bond and Payment Bond, the Surety shall be liable to the Owner for any and all damages that the Owner incurs including, but not limited to, any legal fees, professional fees, or other costs or expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond and Payment Bond and/or applicable law, including, but not limited to, the cost of all litigation, legal fees, professional fees, and all other costs and expenses.

§ 14.2.8 In the event that the Owner terminates the Contract for cause pursuant to Section 14.2 and a court of competent jurisdiction determines that cause for termination did not exist, then the termination shall be treated as a termination for convenience pursuant to Section 14.4 and the Contractor shall be compensated in accordance with Section 14.4.3.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 In such event, if applicable, the Contractors shall be entitled to an equitable extension of Contract Time pursuant to Section 8.3.1 caused by the suspension, delay, or interruption under Section 14.3.1. The Contractor shall not be entitled to any adjustment in the Contract Sum.

.1 Intentionally deleted.

.2 Intentionally deleted.

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work completed by the Contractor in accordance with the Contract Documents. The Contractor shall not be entitled to receive more than $10,000 for compensation, including, without limitation, for field and office overhead or profit (e.g., expected or actual profit) for Work not executed, termination expenses, or damages. In case of such termination of the Contract for the Owner's convenience, Contractor shall be entitled to receive payment from the Owner only for Work which has been certified by the Architect as having been completed by the Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

§ 15.1.2.1 The Contractor shall commence all claims and causes of action against the Owner related to the Contract Documents, whether in contract, tort, or otherwise, within six (6) months of Project completion unless a shorter time applies pursuant to the terms of this Agreement.

§ 15.1.2.2 Intentionally deleted.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Except as provided herein, claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Contractor shall provide written notice of the claim to the Owner in accordance with the requirements set forth herein. The words "written notice" shall be defined as a letter of claim with a title or a caption stating, "Notice of Claim" and shall provide a description of the claim, shall reference related correspondence and/or directives and/or other relevant documents, and the cost and/or time impact of the claim to the Contractor. Provided however, that Claims by the Owner or the Contractor arising from or relating to the Owner's termination of the Contractor's services under Article 14 of this Agreement shall neither be submitted to, nor shall be subject to initial review and decision by, the Initial Decision Maker. If not resolved by the parties, such Claims be subject to dispute resolution under the further provisions of this Article 15.

§ 15.1.3.2 Intentionally deleted.

§ 15.1.4 Continuing Contract Performance

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

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§ 15.1.4.2 The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with decisions of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided hereinshall be given before proceeding to execute the Work. No claims for additional costs will be considered for delays caused by the Contractor or other Contractors, coordination issues, project schedules, phasing sequence, or time extensions due to weather or other unforeseen circumstances. Claims for such delays shall be limited to claims for increase in the Contract Time.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided herein shall be given before proceeding to execute the Work. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. An increase in the Contract Time shall be the sole recourse for delays, disruptions and/or hindrances in the progress of the Work, as against Owner, Construction Manager, and Architect and shall not entitle Contractor to damages against Owner, Construction Manager, and Architect.

§ 15.1.6.2 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. Any additional costs of operations or conditions shall be the responsibility of the Contractor.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Claims for Consequential Damages and/or Incidental Damages. The Contractor waives all Claims against the Owner for consequential and/or incidental damages arising out of or relating to this Contract. This waiver includes

.1 consequential damages incurred by the Contractor, including, without limitation, for office expenses, including without limitation, personnel stationed there, for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and for loss of actual and expected profit; and

.2 incidental damages incurred by the Contractor for principal office expenses including, without limitation, costs resulting from stopping the Work, removing and transporting the Contractor's property (e.g., the Contractor's equipment, supplies and materials), and storing the Contractor's property (e.g., the Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential damages and/or incidental damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents or the Owner's recovery of consequential or incidental damages permitted under applicable laws.

§ 15.1.8 Construction Acceleration Claims

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No claim for an increase in the Contract Sum or change in the Contract Time shall be based on construction acceleration. Accordingly, no course of conduct or dealings between the parties, or any express or implied statements made by the parties, nor any express or implied acceptance of alterations to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

§ 15.1.9 Claims for Economic Loss

The Contractor shall have no claim or right of recovery of damages against the Owner, the Architect and/or the Construction Manager for economic loss sustained, in whole or in part, by any act or omission of the Owner, the Architect and/or the Construction Manager to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, the Contractor shall have no claim against the Owner, the Architect and/or the Construction Manager for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation, or any other tort-based theory of liability.

§ 15.2 Initial Decision

§ 15.2.1 Claims between the Owner and the Contractor, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. An initial decision shall be required as a condition precedent to dispute resolution proceedings related to that of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

§ 15.2.6 When a written decision of the Architect states that (1) the decision is final but subject to litigation and (2) filing of a lawsuit or a claim covered by such decision must be made by the Contractor within 30 days after the date on which the Contractor receives the final written decision, then the Contractor's failure to file suit within

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said 30 days' period shall result in the Architect's decision becoming final and binding upon the Contractor. If the Architect renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.

§ 15.2.6.1 Intentionally deleted.

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

§ 15.2.8 Intentionally deleted.

§ 15.2.9 To the extent any Contractor asserts frivolous claims or asserts claims in bad faith, and the Owner incurs any legal fees, professional fees, expert witness fees, expenses, costs (including, but not limited to, employee cost), the Contractor shall be liable for such fees, expenses or costs, and the Contractor shall reimburse the Owner for such legal fees, professional fees, costs and expenses immediately upon demand by the Owner. This provision shall create no right to the Contractor of any other person or entity for payment of such costs or expenses.

§ 15.3 Mediation

§ 15.3.1 Any claims, disputes, or other matters in questionarising out of or related to the Contract, shall be subject to non-binding mediation but only upon mutual agreement of the Owner and Contractor.

§ 15.3.2 If the Owner and Contractor mutually agree to proceed to non-binding mediation, they shall agree upon a forum for the mediation.

§ 15.3.3 Intentionally deleted.
§ 15.3.4 Intentionally deleted.

§ 15.4 Dispute Resolution

§ 15.4.1 If the Owner and Contractor do not mutually agree to proceed to non-binding mediation, or if the parties do not resolve their dispute in non-binding mediation, then the parties, including the Contractor's surety, agree to have any claims, disputes or other matters in question arising out of or relating to this Agreement, decided by the Court of Common Pleas of Berks County, Pennsylvania. The parties, including the Contractor's surety, hereby submit to the exclusive jurisdiction of said Court and further agree that the venue of said Court shall be proper in all respects. To the extent the Contractor pursues a claim or litigation against the Owner and the Owner prevails, partially or completely, on any or all of its own claims or defenses to the Contractor's claims, leaving the Contractor with less than fifty percent (50%) recovery, the Contractor will be liable for any and all legal fees, professional fees, expert witness fees, costs or expenses of the Owner, as well as the true cost of any of the Owner's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation and the Contractor shall reimburse the Owner for such legal fees, expert witness fees, professional fees, costs and expenses immediately upon demand by the Owner. This provision shall create no right to the Contractor of any other person or entity for payment of such costs or expenses.

§ 15.4.1.1 Intentionally deleted.

§ 15.4.2 If the Owner incurs any legal fees, professional fees, or other costs or expenses, pursuing claims or litigation against the Contractor and the Owner prevails on more than 50% of the claims or amounts claimed, then the Contractor shall be responsible to the Owner for the Owner's legal fees, professional fees, expert witness fees, or other costs or expenses incurred as a result of the dispute. Those amounts will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such cost, the Contractor, and its Surety, shall pay the difference to the Owner within 7 days of receipt of the Owner's invoice for such legal fees, expert witness fees, professional fees, or other cost or expenses.

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§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Intentionally deleted.

§ 15.4.4.2 Intentionally deleted.

§ 15.4.4.3 Intentionally deleted.

ARTICLE 16 STATUTORY REQUIREMENTS AND OTHER PROVISIONS

§ 16.1 The Contractor's attention is directed to the fact that all applicable Federal and State laws, codes, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, and they are deemed to be included in the Agreement the same as though herein written in full.

§ 16.2 Human Relations Act

§ 16.2.1 The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744, as amended from time to time (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, or non-job related handicap or disability or the use of a guide or support animal because of blindness, deafness or physical handicap, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of the Pennsylvania Human Relations Act, as amended from time to time, which is made part of these General Conditions as if included herein at length. The Contractor's attention is directed to the language of the Commonwealth of Pennsylvania's non-discrimination clause in 16 Pa. Code Section 49.101, et seq., as amended from time to time.

§ 16.3 Prevailing Wage Requirements

§ 16.3.1 The Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), and as amended from time to time (43 P.S. Section 165-1, et seq.), the regulations thereto, and the Prevailing Wage Determination Schedule included in the Contract Documents as Section 007343.16, as determined by the Secretary of Labor and Industry (the "Secretary"), shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefore in the locality in which the Work is performed, are expressly incorporated in these General Conditions by reference.

§ 16.3.2 The Contractor and Subcontractors shall pay no less than the wage rates (including contributions for employee benefits) as required by the Prevailing Wage Rate Requirements included in the Contract Documents as Section 007343, to any person they respectively employ in the performance of the Work. Employers not parties to a contract requiring contributions for employee benefits which have been determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

§ 16.3.3 The Contract provisions shall apply to all Work performed on the Contract by the Contractor and to all Work performed on the Contract by all Subcontractors. The Contractor shall insert into each subcontract all of the stipulations contained in these required provisions and such other stipulations as may be required.

§ 16.3.4 The Contractor and all Subcontractors shall keep an accurate record showing the time, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by them in connection with the Project and such record must include, without limitation, any deductions from each worker. The record shall be preserved for two (2) years from the date of payment, or as required by Section 3.6.5.1, and shall be open at all reasonable hours to the inspection of the Owner and to the Secretary or the Secretary's duly authorized representatives.

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§ 16.3.5 The Contractor and each of its Subcontractors shall comply with the requirements of Specification Section 007343, Prevailing Wage Rate Requirements, for the submission of Prevailing Wage Certification Forms required for this Project.

§ 16.4 PUBLIC WORKS EMPLOYMENT VERIFICATION

§ 16.4.1 Only individuals permitted to work in the United States of America and the Commonwealth of Pennsylvania shall be employed, in any capacity, in the performance of any Work under the Contract. The Contractor shall comply with the provisions of The Public Works Employment Verification Act, including but not limited, to setting forth information regarding the Act's requirements in all contracts with Subcontractors.

§ 16.4.2 The Contractor and every Subcontractor performing Work under the contract shall utilize the E-Verify Program (EVP) operated by the United States Department of Homeland Security to electronically verify the employment eligibility of each new employee hired after January 1, 2013. The Contractor and each of its Subcontractors shall submit to the Construction Manager a separate and complete Verification Form, executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form, as required by the Public Works Employment Verification Act, Act No. 141, January 3, 2023 (formerly Senate Bill 637 and Act 127), before performing any Work on the Project.

§ 16.4.3 The Contractor, as a precondition of the Contract, shall submit the completed Public Works Employment Verification Form to the Owner along with its Payment Bond, Performance Bond, Certificates of Insurance, and Form Contract.

§ 16.4.4 Each Subcontractor shall submit a completed Public Works Employment Verification Form to the Owner prior to performing work on the Project.

§ 16.4.5 During the term of the Contract, each new employee hired by the Contractor, regardless of whether the employee will be working onsite or offsite of the Project, shall be verified within 5 business days of his or her start date.

§ 16.4.6 During the Project, a new employee hired by a Subcontractor, regardless of whether the employee will be working onsite or offsite of a public work or otherwise, shall be verified within 5 business days of his or her start date.

§ 16.4.7 Subcontracts between the Contractor and its Subcontractors and between Subcontractors of any tier and their Subcontractors are required to contain notification of the applicability of the Act, information regarding the use of EVP and reference to the Department of General Service's web site at www.dgs.state.pa.us to obtain a copy of the Form.

§ 16.4.8 The Contractor and each of its Subcontractors shall cooperate with the Department of General Services during an investigation or audit arising under the Act.

§ 16.4.9 The Contractor and each of its Subcontractors shall maintain documentation of continued compliance with the Act by utilizing the EVP for new employees hired throughout the duration of the public work contract.

§ 16.5 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

§ 16.5.1 The Contractor shall be fully informed of and shall comply with all local, state, and federal regulations for construction as amended to date, as the rules and regulations in detail apply for the Work under the Contract. All applicable rules and regulations of governing bodies are hereby made a part of these General Conditions by reference, as if written out in full within.

§ 16.6 ALUMINUM AND STEEL PRODUCTS

§ 16.6.1 As this Project involves the construction, reconstruction, alteration, repair, improvement or maintenance of "public work", the Contractor shall strictly comply with all requirements of the Pennsylvania Steel Products

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Procurement Act, 73 P.S. Section 1881, et seq., as amended from time to time with respect to the Work, which shall include, without limitation, using steel, steel products (including machinery and equipment) or cast iron produced in the United States unless otherwise exempted therefrom in the performance of the Contract or any Subcontracts thereunder.

§ 16.6.1.1 "Steel products" are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products, machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

§ 16.6.1.2 In accordance with Act 161 of 1982 (June 18, 1982 P.L. 556) cast iron products shall also be included and produced in the United States. Act 144 of 1984 (July 9, 1984 P.L. 674) further defines "steel products" to include machinery and equipment. Act 142 of 1980 (Oct. 5, 1980 P.L. 693), Act 161 of 1982 and Act 141 of 1984 provide clarifications and penalties and Contractor shall abide by these Acts, as amended from time to time.

§ 16.6.2 In addition to the requirements set forth in Section 16.6.1, the Contractor shall strictly comply with all requirements of the Trade Practices Act, 71 P.S. § 773.101 et seq., which shall include, without limitation, being prohibited from using any aluminum or steel products made in a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed herein, for the Project is strictly prohibited.

§ 16.6.2.1 BRAZIL: Welded carbon steel pipes and tubes; carbon steel wire rods; tool steel; certain stainless-steel products, including hot-rolled stainless-steel bar; stainless steel wire rod and cold-formed stainless-steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheets.

§ 16.6.2.2 SPAIN: Certain stainless-steel products, including stainless steel wire rod, hot-rolled stainless-steel bars and cold-formed stainless-steel bars; pre-stressed concrete steel wire strands, and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.

§ 16.6.2.3 SOUTH KOREA: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet and galvanized steel sheet.

§ 16.6.2.4 ARGENTINA: Carbon steel wire rod and cold-rolled carbon steel sheet.

§ 16.6.2.5 Penalties for violation of the above Sections may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

§ 16.6.3 The provisions of Section 16.6 in no way relieves the Contractor of responsibility to comply with those provisions of this Contract which prohibit the use of foreign-made steel and cast-iron products.

§ 16.7 ANTI-POLLUTION LEGISLATION

§ 16.7.1 62 Pa. C.S.A. Section 3301 requires that Bidders on construction contracts, for the Commonwealth of Pennsylvania be advised that there are provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Bids are being received.

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§ 16.7.2 The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et. seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675) as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7671q), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j-11), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16. U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 1101-1164), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other

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actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statues, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes the Contractor to perform additional Work, the Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the Owner. It is also the responsibility of the Contractor to determine what local ordinances, if any, will affect their portion of the Work. The Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§ 16.8 Erosion Control

§ 16.8.1 To the extent the Contractor performs excavation Work, it shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Protection and local Conservation District having jurisdiction for an approved sedimentation and erosion control site plan for the Project site and shall perform all necessary site work in accordance with said plan. The applicable plan shall be available at the Project site at all times. If the Contractor performs excavation work, it shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.

§ 16.8.2 Site Excavation: The Contractor shall:

.1 request the location and type of facility owner lines at the Project site by notifying the facility owner through the One Call System as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification. The scheduled excavation date shall exclude the date upon which notification was received by the One Call System and notification received on a Saturday, Sunday, or holiday, which shall be processed on the following business day. In the case of a complex project as defined in 73 P.S. § 176, notification shall not be less than ten (10) business days in advance of the beginning of excavation or demolition work.

.2 provide the One Call System with specific information to identify the Project site so that facility owners might provide indications of their lines.

.3 take reasonable steps to work with facility owners including, without limitation, scheduling and conducting a preconstruction meeting, so that the Contractor may locate the facilities at a time reasonably in advance of the actual start of excavation or demolition work for each phase of the Work if the Project is a complex project as defined in 73 P.S. § 176 or if an excavation Contractor intends to perform work at multiple sites or over a large area. After commencement of excavation or demolition work, the excavation Contractor shall be responsible for protecting and preserving the staking, marking or other designation until no longer required for proper and safe excavation or demolition work at or near the underground facility, or by contacting the One Call System to request that the facilities be marked again in the event that the previous markings have been compromised or eliminated.

.4 comply with the requirements established by the One Call System as determined by the board of directors regarding the maximum area that a notification may cover.

.5 inform each operator employed by the excavation Contractor at the Project site of the information received with respect to location and type of underground installations and any other information required by 73 P.S. § 176, et. seq.

.6 report immediately to the Owner, Construction Manager, and the Architect, any break or leak on its lines or any dent, gouge, groove, or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.

.7 immediately notify 911 and the facility owner if the damage results in the escape of any flammable, toxic or corrosive gas or liquid which endangers life, health or property.

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.8 assist a facility owner in determining involvement of a facility owner's lines by disclosing additional available information requested by the facility owner, including, without limitation, dimensions, and the direction of proposed excavations.

.9 re-notify the One Call System unless other arrangements have been made directly with the facility owners involved at the Project site if the excavation Contractor removes its equipment and vacates the Project site for more than 2 business days.

.10 submit an incident report to the Department of Labor and Industry of the Commonwealth of Pennsylvania not more than 10 business days after striking or otherwise damaging a facility owner's line during excavation or demolition activities that resulted in personal injury or property damage to parties other than the affected excavation Contractor or facility owner.

.11 comply with all requests for information by the Department of Labor and Industry of the Commonwealth of Pennsylvania relating to such Department of Labor and Industry's enforcement authority under the 73 P.S. § 176, et. seq. within 30 days of the receipt of the request.

.12 ensure the accuracy of the information provided to the One Call System pursuant to 73 P.S. § 176, et. seq.

.13 become thoroughly acquainted with and comply with all other terms and conditions specified in 73 P.S. § 176, et. seq., as amended from time to time including, without limitation, the Contractor shall pay all applicable fees.

.14 complete the site excavation in full compliance with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any applicable State, Federal or governmental agency.

§ 16.9 Discrimination

§ 16.9.1 The Contractor agrees:

.1 In the hiring of any employee(s) for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not discriminate, by reason of gender, race, creed, or color, in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).

.2 The Contractor, any Subcontractor, or any person on their behalf shall not in any manner discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract. (62 Pa. C.S.A. Section 3701).

.3 Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

.4 The Contractor and Subcontractors shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

.5 The Contractor shall not discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any Subcontractor or supplier who is qualified to perform the Work to which the Contracts relates.

.6 The Contractor and each Subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each Subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have

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100 or more employees and employers that have federal government contracts or first- tier subcontracts and have 50 or more employees. The Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities, for the purpose of ascertaining compliance with the provisions of this Section 16.9.

.7 The Contractor shall include, without limitation, the provisions of this Section 16.9 in every subcontract so that such provisions will be binding upon each Subcontractor.

.8 The Contractors' obligations pursuant to these provisions are ongoing from and after the effective date of this Contract through the termination date thereof. Accordingly, the Contractor and Subcontractors shall have an obligation to inform the Owner and Commonwealth if, at any time during the term of this Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

§ 16.10 Criminal History and Child Protective Services Information

§ 16.10.1 Prior to commencing Work, the Contractor and each Subcontractor shall submit on the prescribed form, for each employee or person performing work at the Project site on behalf of the Contractor and Subcontractor prior to such person performing any work at the Project site, a complete:

.1 Original Pennsylvania and Federal criminal background checks in accordance with Section 111 of the Public School Code of 1949, Act 34 of March 10, 1949, P.L. 30, No. 14, as amended by from time to time including, without limitation, by Act 114 of July 11, 2006, P.L. 1092, and Act 24 of 2011 (P.L. 112, No. 24) (24 P.S. Section 1-111, et seq.), both dated no earlier than one year prior to the date presented to the Owner.

.2 Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292), subchapter C.2 of the Child Protective Services Law, as amended from time to time, dated no earlier than one year prior to the date presented to the Owner.

.3 The "Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release", that has been developed by the Pennsylvania Department of Education, pursuant to Act 168 of 2014, to be used by school entities and independent contractors of school entities and by applicants who would be employed by or in a school entity in a position involving direct contact with children to satisfy the Act's requirement of providing information related to abuse or sexual misconduct.

.4 Properly completed and executed Form PDE-6004. The Contractor and its subcontractors shall refuse to employ any person as an independent contractor or employee whose Federal Criminal History record information indicates that such prospective employee has been convicted within 5 years immediately preceding the date of the report of any of the following offenses: (1) An offense under one (1) or more of the provisions of Title 18 of the Pennsylvania Consolidated Statutes, (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act"; and (3) an out-of-State or Federal offense similar in nature to those crimes listed on Form PDE-6004; and

.5 Any such other clearances as may be required by law.

§ 16.10.2 Owner shall review the submissions prior to each individual being permitted to come onto the Owner's property. The Owner reserves the right to reject any employee, agent, or subcontractor that the Owner determines in its sole discretion has an unsatisfactory criminal history or child abuse clearance. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner. Any individual rejected by the Owner shall not be permitted on the Owner's property. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from direct contact with children as set forth in Section 1-111 of the Pennsylvania Public School code and/or subchapter C.2 of the Child Protective Services Law.

§ 16.10.3 The Contractor shall notify the Owner in writing within 72 hours of any person working on the Project under the Contractor's supervision (employee, agent, subcontractor, subcontractor's employee, etc.) is arrested or convicted of an offense listed or referenced in 24 P.S. §1-111 or has an indicated or founded report of child abuse. The Owner shall have the right to prohibit any such individual from coming onto its property.

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§ 16.11 Pennsylvania Uniform Construction Code

§ 16.11.1 The Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304, as amended by S.B. 1139, Session of 2004, as further amended from time to time.

§ 16.12 RIGHT-TO-KNOW LAW

§ 16.12.1 The Contractor shall comply with all requirements of Pennsylvania's Right-To-Know Law, 65 P.S. § 67.101, et seq. ("RTKL"), and as amended

§ 16.12.1.1 Upon notice given by Owner to Contractor that the Owner is in receipt of a Right-to-Know Request (the Request) requesting access to documents related to the Work that are not within the possession of the Owner or Owner's representatives, the Contractor shall provide Owner all documents regarding the Work that are determined by the Owner to be responsive to the Request (the "Record"). The Owner shall determine whether the Record constitutes a Public Record subject to disclosure under the RTKL.

§ 16.12.1.2 Upon receipt of a Request as described under Section 16.12.1.1, Owner will send a copy of the Request to the Contractor within five (5) business days of receipt of the Request for the Record. The Contractor shall provide the Owner with the Record within five (5) business days. The Contractor shall provide such other assistance as the Owner may need in order to comply with the RTKL. The Owner shall deny the Request for the Record or release the Record within the time period allotted by the RTKL.

§ 16.12.1.3 If at any time the Contractor notifies the Owner in a written statement signed by a representative of the Contractor that a document provided by the Contractor to the Owner contains a trade secret or confidential proprietary information, the Owner shall notify the Contractor within five business (5) days of receipt of a Request requesting a Record of the Contractor that contains such information. The Contractor shall have five (5) business days from the receipt of the notice from the Owner to provide input on the release of the Record. Thereafter the Owner will either deny the Request or release the Record and shall notify the Contractor of its decision.

§ 16.12.1.4 The failure by the Contractor to provide to the Owner the Record under Section 16.12.1.2 or the input under Section 16.12.1.3 within the specified time periods will be grounds for termination under Section 14.2. If the Owner denies the Request for failure of Contractor to provide the Record, and an appeal is taken from the denial, the Contractor upon demand from the Owner shall indemnify, and hold the Owner harmless from and against any damages, penalties, expenses, legal costs and fees, or other detriment or harm that the Owner may incur in connection with defense of the appeal. If on appeal, a final determination is entered by the Office of Open Records that requires the Owner to provide access to the Record, Contractor shall provide the Owner the Record in accordance with the final determination. Failure to timely provide the Record shall subject the Contractor to the payment of liquidated damages of $800 per day for each calendar day beyond the date the Record was ordered to be released.

§ 16.12.1.5 The Owner will provide the Contractor with reimbursement for costs incurred by Contractor for which Owner is allowed to charge in accordance with and within the scope of permitted costs as set forth in the fee schedule established by the Office of Open Records or as otherwise allowed under the RTKL.

§ 16.12.1.6 The Owner's determination as to whether the Record is a Public Record is dispositive of the question as between the Owner and the Contractor. The Contractor agrees not to challenge the Owner's decision or in any way hold the Owner liable for its decision. Contractor waives all rights or remedies that may be available to Contractor as a result of the Owner's disclosure of Records in response to a RTK Request. The waiver of all rights or remedies shall survive the expiration of the Contract Documents.

§ 16.13 Contractor Responsibility Provisions

§ 16.13.1 The Contractor certifies, for itself and all its Subcontractors, that as of the date of its execution of its Bid and the Contract, that neither the Contractor, nor any Subcontractors, nor any suppliers, are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

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§ 16.13.2 The Contractor also certifies, that as of the date of its execution of its Bid and the Contract, it has no tax liabilities or Commonwealth of Pennsylvania obligations.

§ 16.13.3 The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Owner if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth of Pennsylvania obligations, or if it or any of its Subcontractors are suspended or debarred by the Commonwealth of Pennsylvania, the federal government, or any other state or governmental entity. Such notification shall be made within 7 days of the date of suspension or debarment.

§ 16.13.4 The failure of the Contractor to notify the Owner of its suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government shall constitute an event of default of the Contract with the Owner.

§ 16.13.5 The Contractor agrees to reimburse the Owner for the reasonable costs of investigation incurred by the Owner for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Owner. Such costs shall include, but shall not be limited to, salaries of investigators, including, without limitation, overtime, travel and lodging expenses, legal fees, professional fees, Architect fees, Construction Management fees, expert witness fees, documentary fees and all other costs and expenses related thereto.

§ 16.13.6 The Contractor may obtain a current list of suspended and debarred Commonwealth of Pennsylvania Contractors by either searching the internet at http://www.dgs.state.pa.us/ or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No.: 717-787-6472
FAX No.: 717-787-9138

§ 16.13.7 Without being limited by the specificity of any requirements in the Contract Documents, the Contractor shall strictly comply with all applicable laws, ordinances, rules, orders, mandatory guidance, and regulations of all authorities having jurisdiction over the Project.

END OF SECTION 007216

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SECTION 007250 - CONSTRUCTION DOCUMENTS ABBREVIATIONS

The following abbreviations shall not be considered all inclusive. Additional abbreviations not listed which have well known technical or trade meanings shall be used in accordance with such recognized meanings.

GENERAL CONSTRUCTION

℄	CENTER OR CENTER LINE
℔	PLATE
A	ANGLE
A	AMPERE
A/C	AIR CONDITIONING
AAT	AMBIENT AIR TEMPERATURE
AB	ANCHOR BOLT
ABV	ABOVE
AC	AIR CONDITIONING
AC CMU	ACOUSTICAL CONCRETE MASONRY UNIT
ACOUST	ACOUSTIC
AD	AREA DRAIN
AFF	ABOVE FINISHED FLOOR
ALT	ALTERNATE
ALUM	ALUMINUM
ANOD	ANODIZED
AP	ACOUSTICAL PANEL
APD	AIR PRESSURE DROP
APPROX	APPROXIMATE
ARCH	ARCHITECT(URAL)
ATC	AUTOMATIC TEMPERATURE CONTROL
B&B	BALLED AND BURLAPPED
BD	BALANCING DAMPER
BDD	BACKDRAFT DAMPER
BEJ	BRICK EXPANSION JOINT
BIT	BITUMINOUS
BLDG	BUILDING
BLK'G	BLOCKING
BLW	BELOW
BC	BOTTOM OF CURB
BOD	BOTTOM OF DUCT
BOF	BOTTOM OF FOOTING
BOS	BOTTOM OF STEEL
BR	BLAST RESISTANT
BRG	BEARING
BRK	BRICK
BS	BOTH SIDES
BSMT	BASEMENT
BTU	BRITISH THERMAL UNIT
BTUH	BRITISH THERMAL UNITS PER HOUR
BUR	BUILT-UP ROOF
C	COURSES
CAB	CABINET
CARP	CARPET
CARP T	CARPET TILE
CB	CATCH BASIN
CFM	CUBIC FEET PER MINUTE
CH	CABINET HEATER
CI	CAST IRON
CI	CLEAR INSULATING
CIP	CAST IRON PIPE
CIV	CIVIL
CIRC	CIRCULATING PUMP
CJ	CONTROL JOINT
CJ	CONSTRUCTION JOINT
CL	CENTERLINE
CLG	CEILING
CLOS	CLOSET
CMP	CORRUGATED METAL PIPE
CMT	CERAMIC MOSAIC TILE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COL	COLUMN
COMB	COMBINATION
CONC	CONCRETE
CONNX	CONNECTION
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACT(OR)
COORD	COORDINATE
CR	CARD READER
CS	COUNTERTOP SINK
CT	CERAMIC TILE
CT	CLEAR TEMPERED
CTI	CLEAR TEMPERED INSULATING
CTRL	CONTROL
CW	CHILLED WATER
CW	CLEAR WIRE
CW	COLD WATER

CW	CURTAINWALL
CWR	CHILLED WATER RETURN
CWS	CHILLED WATER SUPPLY
DB	DRY BULB
DBA	DEFORMED BAR ANCHOR
DEPT	DEPARTMENT
DTL	DETAILS
DF	DRINKING FOUNTAIN
DH	DUCT HEATER
DIAG	DIAGONAL
DIA/DIAM	DIAMETER
DIM(S)	DIMENSION(S)
DIP	DUCTILE IRON PIPE
DL	DEAD LOAD
DL	DOOR LOUVER
DN	DOWN
DO	DITTO
DPR	DAMPER
DPRV	DIFFERENTIAL PRESSURE REGULATING VALVE
DR	DOOR
DTR	DUCT THRU ROOF
DW	DISHWASHER
DWGS	DRAWINGS
EA	EACH
EAT	ENTERING AIR TEMPERATURE
EC	ELECTRICAL CONTRACTOR
EER	ENERGY EFFICIENCY RATIO
EF	EACH FACE
EF	EXHAUST FAN
EIFS	EXTERIOR INSULATION & FINISH SYSTEM
EJ	EXPANSION JOINT
ELEC	ELECTRIC OR ELECTRICAL
ELEV	ELEVATION
ELEV	ELEVATOR
ENT FL	ENTRANCE FLOORING
EPDM	ETHYLENE PROPYLENE DIENE MONOMER
EPX	EPOXY COATING
EQ	EQUAL
EQUIP	EQUIPMENT
ERD	EMERGENCY ROOF DRAIN
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EWT	ENTERING WATER TEMPERATURE
EXH	EXHAUST
EX/EXIST	EXISTING
EXP	EXPANSION
EXP STRUCT	EXPOSED STRUCTURE
EXT	EXTERIOR
F&B	FACE AND BYPASS
F&T	FLOAT AND TEMPERATURE
F.T.	FIN TUBE RADIATION
FAAF FLOORING	FLUID APPLIED ATHLETIC
FAV	FRESH AIR VENT
FB	FACE BRICK
FC	FAN COIL UNIT
FCP	FIBER CEMENT PANEL
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FHC	FIRE HOSE CABINET
FIN	FINISHED
FIN FLR	FINISHED FLOOR
FIN GR	FINISHED GRADE
FLR	FLOOR
FLR MT	FLOOR MAT
FPM	FEET PER MINUTE
FRZ	FREEZER
FS	FLOOR SINK
FS	FOOD SERVICE
FT	FOOT/FEET
FTG	FOOTING
FU	FIXTURE UNITS
FURN	FURNITURE
GA	GAGE/GAUGE
GAL	GALLON
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GFRG GYPSUM	GLASS FIBER REINFORCED
GH	GROUND HYDRANT
GL BLK	GLASS BLOCK
GL	GLASS
GPH	GALLONS PER HOUR
GWB	GYPSUM WALLBOARD
GWT	GLAZED WALL TILE
GYP BD	GYPSUM BOARD
H	FIXTURE FOR HANDICAPPED
H	HIGH
HB	HOSE BIBB
HC	HEATING CONTRACTOR
HCP	HANDICAPPED
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HDWD	HARDWOOD
HGT	HEIGHT
HM	HOLLOW METAL
HORIZ	HORIZONTAL

HP	HIGH POINT
HP	HORSEPOWER
HTR	HEATER
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
HW	HOT WATER
HWH	HOT WATER HEATER
HWR	HOT WATER RETURN
HWS	HOT WATER SUPPLY
HZ	HERTZ
ID	INSIDE DIAMETER
IN	INCH/INCHES
INFO	INFORMATION
INSUL	INSULATION/INSULATED
INT PNT	INTUMESCENT PAINT
INT	INTERIOR
INV	INVERT
JAN	JANITOR
JST	JOIST
JT	JOINT
KW	KILOWATT
LAV	LAVATORY
LAV'S	LAVATORIES
LB	POUND
LG/L	LENGTH/LONG
LH	LOUVER HOUSE INTAKE W/CURB ON ROOF
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LP	LOW POINT
LVR	LOUVER
MAS	MASONRY
MAT'L	MATERIAL
MAX	MAXIMUM
MB	MOP BASIN
MB	MARKER BOARD
MBH	THOUSANDS OF BTU'S PER HOUR
MC	MECHANICAL CONTRACTOR
MCA	MINIMUM CURRENT AMPACITY
MD	MOTORIZED DAMPER
MECH	MECHANICAL
MEP	MECHANICAL, ELECTRICAL, PLUMBING
MFG	MANUFACTURING
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTD	MOUNTED
MTL/MATL	MATERIAL
MTL	METAL
N/A	NOT APPLICABLE
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NUMBER
NS/FS	NEAR SIDE/FAR SIDE
NTS	NOT TO SCALE
Ø	PHASE OR DIAMETER
OA	OUTSIDE AIR
OA	OVERALL
OBD	OPPOSED BLADE DAMPER
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFF	OFFICE
OPD	OVERCURRENT PROTECTIVE DEVICE
OPG/OPNG	OPENING
OPP	OPPOSITE
P	PRESSURE GAGE
PC	PIECE
PC	PLUMBING CONTRACTOR
PD	PRESSURE DROP
PH	POST HYDRANT
PL	PLATE
PLAS LAM	PLASTIC LAMINATE
PLBG	PLUMBING
PLF	POUNDS PER LINEAR FOOT
PLY WD	PLYWOOD
PNL	PANEL
PNT	PAINT
POR T	PORCELAIN TILE
PROJ	PROJECTION/PROJECT
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT
PT	PRESSURE TREATED
PTD	PAINTED
PVC	POLYVINYL CHLORIDE
QT	QUARRY TILE
QTY	QUANTITY
R	RADIUS
R	RISERS
RA	RETURN AIR
RB	RUBBER BASE
RCP	REINFORCED CONCRETE PIPE
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RDO	ROOF DRAIN W/OVERFLOW
RE:	REFERENCE

REFL	REFLECTED
REFRIG/REF	REFRIGERATOR
REINF	REINFORCED OR REINFORCING
REQ/REQ'D	REQUIRED
RES FL	RESINOUS FLOORING
RET	RETAINING
REV	REVISED
RLF	RELIEF
RM	ROOM
RO	ROUGH OPENING
ROW	RIGHT OF WAY
RSIF FLOORING	RUBBER SPORTS IMPACT
RUB	RUBBER
RV	RELIEF VENT
RWC	RAIN WATER CONDUCTOR
S	SLOPE
S	SOIL LINE/STACK
SAN	SANITARY
SCHED	SCHEDULE
SD	SHOWER DRAIN
SD	SMOKE DETECTOR
SECT	SECTION
SEAL C	SEALED CONCRETE
SEE	SEE EXTERIOR ELEVATION
SEP	SEE ENLARGED PLAN
SG	SPANDREL GLASS
SH	SHOWER
SHT	SHEET/SHEETING
SIE	SEE INTERIOR ELEVATION FOR ADDITIONAL INFORMATION
SIM	SIMILAR
SLV	SLEEVE
SOL S	SOLID SURFACE
SP	STATIC PRESSURE
SPA	SPACES/SPACING
SPC	SYNTHETIC PLASTER CEILING
SPEC(S)	SPECIFIED/SPECIFICATIONS
SQ	SQUARE
SQ FT/SF	SQUARE FEET
SRCP	SEE REFLECTED CEILING PLAN FOR ADDITIONAL INFORMATION
SS	SERVICE SINK
SS/SST	STAINLESS STEEL
STD	STANDARD
STL JST	STEEL JOIST
STL	STEEL
STOR/STO	STORAGE
STRUCT	STRUCTURAL
SUB	SUBCONTRACTOR
SUS/SUSP	SUSPENDED
SYM	SYMMETRY/SYMMETRICAL
SYS	SYSTEM
T	THERMOMETER
T&G	TONGUE AND GROOVE
TB	TACKBOARD
TBR	TO BE REMOVED
TEMP	TEMPERATURE
TER	TERRAZZO
TGL	TEMPERED GLASS
THK	THICK
THRES	THRESHOLD
TJ	TOP OF JOIST
TLT	TOILET
TMV	THERMOSTATIC MIXING VALVE
TOC	TOP OF CONCRETE OR CURB
TOF	TOP OF FOOTING
TOM	TOP OF MASONRY
TO	TOP OF
TOS	TOP OF STEEL
TOW	TOP OF WALL
TPO	THERMOSPLASTIC PLOYOLEFIN
TT	TERRAZZO TILE
TTI	TINTED TEMPERED INSULATING
TUB	BATHTUB
TV	TELEVISION
TWP	TRANSLUCENT WALL PANEL
TYP	TYPICAL
UC	UNDERCUT
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
UV	UNIT VENTILATOR
V	VENT
V	VOLT
VB	VINYL BASE
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VEST	VESTIBULE
VIF	VERIFY IN FIELD
VTR	ROOF VENT
VWF	VINYL WALL FABRIC
W	WASTE
W	WIDTH
W/	WITH
W CARP	WALL CARPET
WB	WET BULB
WC	WATER CLOSET
WD	ATH FLR WOOD ATHLETIC FLOORING
WD	WOOD
WF	WASHFOUNTAIN

WF	WIDE FLANGE
WH	WALL HYDRANT
WH	WATER HEATER
WM	WIRE MESH
W/O	WITHOUT
WP	WEATHERPROOF
WP	WORK POINT
WT	WEIGHT
WTW	WALL TO WALL
WWF	WELDED WIRE FABRIC
YD	YARD

PLUMBING – HVAC – ELECTRICAL – FIRE PROTECTION CONSTRUCTION

The following abbreviations shall not be considered all inclusive. Additional abbreviations not listed which have well known technical or trade meanings shall be used in accordance with such recognized meanings.

ABV	ABOVE
AC	DUCTLESS AIR CONDITIONER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	INDOOR AIR HANDLING UNIT
ALUM	ALUMINUM
APPROX	APPROXIMATELY
ARCH	ARCHITECTURAL
AS	AIR SEPARATOR
ATS	AUTOMATIC TRANSFER SWITCH
B	BOILER
BD	BALANCING DAMPER – MANUAL
BDD	BACKDRAFT DAMPER
BEL	BELOW
BMS	BUILDING MANAGEMENT SYSTEM
C	CONDUIT
C	CONVECTOR
CA	COMPRESSED AIR
CD	CONDENSATE DRAIN
CFM	CUBIC FEET PER MINUTE
CH	CABINET HEATER
CHLR	AIR COOLED CHILLER
CIP	CAST IRON PIPE
CLG	CEILING
CO	CLEANOUT
COND	CONDENSATE
CONN	CONNECT
COOR	COORDINATE
CR	CONDENSER RETURN
CS	CONDENSER SUPPLY
CU	CONDENSING UNIT
CW	COLD WATER
CWR	CHILLED WATER RETURN
CWS	CHILLED WATER SUPPLY
D	DIFFUSER
DCW	DOMESTIC COLD WATER
DHW	DOMESTIC HOT WATER
DHWR	DOMESTIC HOT WATER RETURN
DN	DOWN
DN	DOWN
DS	DUCT SILENCER
DWG	DRAWING
DWV	DRAIN WASTE VENT PIPING
EC	ELECTRICAL CONTRACTOR
EF	EXHAUST FAN
EL	ELEVATION
EP	EXPLOSION PROOF
ERU	ENERGY RECOVERY UNIT
ESP	EXTERNAL STATIC PRESSURE
ET	EXPANSION TANK
EUH	ELECTRIC UNIT HEATER
EXH	EXHAUST AIR
EXIST	EXISTING
FCO	FLOOR CLEANOUT
FD	FIRE DAMPER
FD-X	FLOOR DRAIN
FF	FINISHED FLOOR
FLR	FLOOR
FP	FIRE PROTECTION
FPV	FAN POWERED VAV BOX
FT	FINNED TUBE
G	GAS
G	GRILLE
G	GROUND
GC	GENERAL CONTRACTOR
GF	GROUND FAULT INTERRUPTER
GTC	GENERAL TRADES CONTRACTOR
H	HUMIDISTAT
HC	HEATING CONTRACTOR
HP	HORSEPOWER
HW	HOT WATER
HWR	HOT WATER RETURN
HWS	HOT WATER SUPPLY
IDW	INDIRECT WASTE RECEPTOR

IE	INVERT ELEVATION
INV	INVERT
L	LOUVER
LAV	LAVATORY
LPG	LP GAS
MAU	MAKE-UP AIR UNIT
MOD	MOTOR OPERATED DAMPER
MU	MAKE-UP WATER
N.O.	NORMALLY OPEN
NIC	NOT IN CONTRACT
OA	OUTSIDE AIR
OAI	OUTSIDE AIR INTAKE
OD	OVERFLOW ROOF DRAIN
P	PUMP
PC	PLUMBING CONTRACTOR
PIV	POST INDICATING VALVE
RA	RETURN AIR
RC	ROOF CONTRACTOR
RD	ROOF DRAIN
REQ'D	REQUIRED
RL	REFRIGERANT LIQUID
RND	ROUND
RS	REFRIGERANT SUCTION
RV	GRAVITY RELIEF VENT
RWC	RAIN WATER
S	SOFTENED WATER
SA	SUPPLY AIR
SAN	SANITARY
SD	SLOT DIFFUSER
SH	SHOWER
SIM	SIMILAR
SOV	SHUT-OFF VAV BOX
SQ. FT.	SQUARE FEET
SR	SUPPLY REGISTER
SW	SWITCH
T-STAT	THERMOSTAT
T/A	TRANSFER AIR
TL	TWIST-LOCK
TYP	TYPICAL
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
V	VENT
VAV	VARIABLE AIR VOLUME BOX
VD	VOLUME DAMPER
VFD	VARIABLE FREQUENCY DRIVE
VTR	VENT THRU ROOF
W/	WITH
W/O	WITHOUT
WC	WATER CLOSET
WCO	WALL CLEANOUT
WH	WALL HEATER
WH	WALL HYDRANT
WP	WEATHERPROOF

END OF SECTION 007250

SECTION 007343 - PREVAILING WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Prevailing Wage Act.
2. Pennsylvania Prevailing Wage Determination Schedule follows as Section 007346.13.
3. Pennsylvania Department of Labor and Industry “Weekly Payroll Certification for Public Works Projects” Form LLC-25 follows as Section 07346.16.

1.3 Prevailing Wage Rates

A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to this project.

B. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter “Secretary”), which must be paid to the workmen, employed in the performance of the Contract.

C. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

D. These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all subcontractors.

E. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

F. No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in the Regulations shall be followed.

G. All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor, and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

H. The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

1. Name of project.
2. Name of public body of which it is constructed.
3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

I. The Contractor and all subcontractors shall keep an accurate record **showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman.** The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

1. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

J. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

K. Payment of compensation to workmen for work performed on public work on a lump sum basis, or apiece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting therefrom.

L. Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

M. The provision of the Act and the Regulations are incorporated by reference in the Contract.

N. In the event that records are found to be inaccurate or non-compliant with the Pennsylvania Prevailing Wage Act or additional project-specific grant requirements, Contractor is required to provide corrections and proof of restitution for all non-compliant records, including those of their subcontractors.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

A. Prevailing wage certification forms are to be produced weekly and are to be submitted monthly. Prevailing wage certificates are to be sent to Architect and CM with a pencil copy of the Application for Payment. No Applications for Payment will be processed without the proper prevailing wage certificates. Contractor may be requested to submit the prevailing wage certification forms in any of the following manners:

1. If hard paper copies are submitted, Contractor shall submit two (2) copies of each prevailing wage certification form.
2. If digital copies are submitted, Contractor shall submit to Architect and CM in PDF form.
3. Redacted certified payroll:

    a. Prevailing wage certification forms submitted to the Owner may not be redacted by law; however, if there is a Project Right-to-Know request, the Contractor will be required to submit redacted prevailing wage certification forms **in addition** to the required unredacted forms. The following information may be redacted:

        1) Employee Name
        2) Employee Address

3) Employee Social Security Number

B. Contractor shall use the Commonwealth of Pennsylvania Department of Labor and Industry Form LLC-25 (form can be accessed at: http://www.dli.pa.gov/Individuals/Labor-Management-Relations/Documents/llc-25.pdf), as revised from time to time, and ensure proper classification of workmen are assigned to each person. Certificates must be filled out in their entirety. Form is included as Specification Section 007346.16. Certified Payroll submitted on U.S. Wage and Hour Division forms are NOT accepted and will be returned to the Contractor.

C. Regardless of the submission type, the first and the final certification forms must be notarized, signed, and dated.

END OF SECTION

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	RHS Athletics Facility Renovations - Phase 3
General Description:	Phase 3 Renovations to Reading HS Athletics Facility
Project Locality	Reading
Awarding Agency:	Reading School District
Contract Award Date:	1/27/2027
Serial Number:	26-09863
Project Classification:	Building
Determination Date:	11/13/2026
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Berks County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09863 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/30/2025		$41.50	$29.86	$71.36
Asbestos & Insulation Workers	6/29/2026		$43.50	$31.11	$74.61
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		$41.34	$19.23	$60.57
Boilermakers	1/1/2026		$58.00	$36.57	$94.57
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		$43.53	$19.17	$62.70
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2026		$36.84	$22.69	$59.53
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2027		$36.84	$24.94	$61.78
Cement Finishers & Plasterers	5/3/2026		$34.23	$22.27	$56.50
Cement Finishers & Plasterers	5/3/2027		$33.49	$25.01	$58.50
Cement Masons	5/1/2025		$35.85	$20.90	$56.75
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Drywall Finisher	5/1/2026		$33.02	$24.00	$57.02
Electricians	9/1/2025		$46.02	$28.39	$74.41
Electricians	8/31/2026		$48.02	$29.46	$77.48
Elevator Constructor	1/1/2026		$64.06	$46.01	$110.07
Floor Coverer	5/1/2025		$37.78	$19.80	$57.58
Floor Coverer	5/1/2026		$38.59	$20.61	$59.20
Glazier	5/1/2024		$39.48	$23.81	$63.29
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2026		$40.51	$33.88	$74.39
Laborers (Class 01 - See notes)	5/1/2025		$29.27	$17.84	$47.11
Laborers (Class 01 - See notes)	5/1/2026		$30.12	$18.49	$48.61
Laborers (Class 02 - See notes)	5/1/2026		$32.12	$18.49	$50.61
Laborers (Class 02 - see notes)	5/1/2025		$31.27	$17.84	$49.11
Laborers (Class 03 - See notes)	4/27/2025		$31.82	$18.09	$49.91
Laborers (Class 03 - See notes)	5/1/2026		$32.82	$18.74	$51.56
Laborers (Class 04 - See notes)	4/27/2025		$33.82	$18.09	$51.91
Laborers (Class 04 - See notes)	5/1/2026		$34.32	$18.74	$53.06
Laborers (Class 05 - See notes)	5/1/2025		$31.27	$17.84	$49.11
Laborers (Class 05 - See notes)	5/1/2026		$32.12	$18.49	$50.61
Laborers (Class 06 - See notes)	5/1/2025		$30.62	$17.84	$48.46
Laborers (Class 06 - See notes)	5/1/2026		$31.47	$18.49	$49.96
Marble Mason	5/3/2026		$37.72	$20.67	$58.39
Millwright	6/1/2025		$43.00	$22.95	$65.95
Millwright	6/1/2026		$44.97	$22.95	$67.92
Operators (Building, Class 01 - See Notes)	5/1/2025		$44.89	$30.92	$75.81
Operators (Building, Class 01 - See Notes)	5/1/2026		$46.05	$31.76	$77.81
Operators (Building, Class 01A - See Notes)	5/1/2025		$47.14	$31.58	$78.72
Operators (Building, Class 01A - See Notes)	5/1/2026		$48.30	$32.42	$80.72
Operators (Building, Class 02 - See Notes)	5/1/2025		$44.61	$30.83	$75.44

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09863 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 02 - See Notes)	5/1/2026		$45.77	$31.67	$77.44
Operators (Building, Class 02A - See Notes)	5/1/2025		$46.86	$31.50	$78.36
Operators (Building, Class 02A - See Notes)	5/1/2026		$48.02	$32.34	$80.36
Operators (Building, Class 03 - See Notes)	5/1/2025		$41.88	$30.03	$71.91
Operators (Building, Class 03 - See Notes)	5/1/2026		$43.04	$30.87	$73.91
Operators (Building, Class 04 - See Notes)	5/1/2025		$40.74	$29.70	$70.44
Operators (Building, Class 04 - See Notes)	5/1/2026		$41.90	$30.54	$72.44
Operators (Building, Class 05 - See Notes)	5/1/2025		$40.30	$29.56	$69.86
Operators (Building, Class 05 - See Notes)	5/1/2026		$41.45	$30.41	$71.86
Operators (Building, Class 06 - See Notes)	5/1/2025		$39.42	$29.30	$68.72
Operators (Building, Class 06 - See Notes)	5/1/2026		$40.58	$30.14	$70.72
Operators (Building, Class 07A- See Notes)	5/1/2025		$54.56	$35.21	$89.77
Operators (Building, Class 07A- See Notes)	5/1/2026		$56.03	$36.14	$92.17
Operators (Building, Class 07B- See Notes)	5/1/2025		$54.22	$35.10	$89.32
Operators (Building, Class 07B- See Notes)	5/1/2026		$55.69	$36.03	$91.72
Painters Class 1 (see notes)	5/1/2025		$32.71	$24.17	$56.88
Painters Class 1 (see notes)	5/1/2026		$33.89	$24.69	$58.58
Painters - Line Stripping	12/1/2024		$44.12	$27.91	$72.03
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 2 (see notes)	5/1/2025		$35.61	$24.18	$59.79
Painters Class 2 (see notes)	5/1/2026		$38.00	$24.79	$62.79
Painters Class 3 (see notes)	5/1/2025		$41.71	$24.18	$65.89
Painters Class 3 (see notes)	5/1/2026		$44.10	$24.79	$68.89
Piledrivers	5/1/2021		$43.73	$37.99	$81.72
Plasterers	5/1/2024		$32.93	$21.08	$54.01
Plasterers	5/1/2025		$34.68	$21.23	$55.91
plumber	5/1/2025		$56.28	$36.01	$92.29
plumber	5/1/2026		$58.43	$36.61	$95.04
Roofers (Composition)	5/1/2025		$46.03	$34.77	$80.80
Roofers (Composition)	5/1/2026		$47.53	$35.22	$82.75
Roofers (Shingle)	5/1/2024		$34.35	$22.20	$56.55
Roofers (Slate & Tile)	5/1/2024		$37.35	$22.20	$59.55
Sheet Metal Workers	6/1/2025		$45.02	$44.71	$89.73
Sheet Metal Workers	6/1/2026		$46.62	$46.36	$92.98
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sign Makers and Hangars	7/15/2026		$36.38	$25.01	$61.39
Sprinklerfitters	4/1/2025		$49.75	$29.21	$78.96
Sprinklerfitters	4/1/2026		$52.82	$30.56	$83.38
Steamfitters	5/1/2024		$59.65	$43.09	$102.74
Steamfitters	5/1/2025		$61.47	$44.89	$106.36
Terrazzo Finisher	5/1/2025		$36.32	$21.68	$58.00
Terrazzo Finisher	5/1/2026		$37.12	$22.76	$59.88
Terrazzo Grinder	5/1/2025		$37.10	$21.68	$58.78
Terrazzo Grinder	5/1/2026		$37.93	$22.76	$60.69

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09863 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Mechanics	5/1/2025		$37.17	$23.43	$60.60
Terrazzo Mechanics	5/1/2026		$38.06	$24.51	$62.57
Tile & Marble Finisher	5/1/2025		$35.31	$16.99	$52.30
Tile & Marble Finisher	5/1/2026		$37.26	$16.99	$54.25
Tile Setter	5/1/2025		$37.71	$18.73	$56.44
Tile Setter	5/3/2026		$37.72	$20.67	$58.39
Truckdriver class 1(see notes)	5/1/2025		$41.87	$0.00	$41.87
Truckdriver class 2 (see notes)	5/1/2025		$41.94	$0.00	$41.94
Truckdriver class 3 (see notes)	5/1/2025		$42.43	$0.00	$42.43
Window Film / Tint Installer	6/1/2025		$27.42	$15.13	$42.55
Window Film / Tint Installer	6/1/2026		$28.35	$15.60	$43.95

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09863 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	5/1/2026		$37.63	$21.18	$58.81
Carpenter Welder	5/1/2026		$38.38	$21.18	$59.56
Carpenters - Piledriver/Welder	1/1/2026		$38.38	$21.18	$59.56
Cement Finishers	1/1/2017		$27.70	$20.20	$47.90
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$61.88	$45.47	$107.35
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Electric Lineman	6/2/2025		$55.42	$31.04	$86.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2024		$37.26	$32.63	$69.89
Laborers (Class 01 - See notes)	5/1/2025		$26.61	$19.99	$46.60
Laborers (Class 01 - See notes)	5/1/2026		$27.61	$20.44	$48.05
Laborers (Class 02 - See notes)	5/1/2025		$33.23	$19.99	$53.22
Laborers (Class 02 - See notes)	5/1/2026		$34.23	$20.44	$54.67
Laborers (Class 03 - See notes)	5/1/2025		$30.22	$19.99	$50.21
Laborers (Class 03 - See notes)	5/1/2026		$31.22	$20.44	$51.66
Laborers (Class 04 - See notes)	5/1/2025		$30.57	$19.99	$50.56
Laborers (Class 04 - See notes)	5/1/2026		$31.57	$20.44	$52.01
Laborers (Class 05 - See notes)	5/1/2025		$31.24	$19.99	$51.23
Laborers (Class 05 - See notes)	5/1/2026		$32.24	$20.44	$52.68
Laborers (Class 06 - See notes)	5/1/2025		$30.66	$19.99	$50.65
Laborers (Class 06 - See notes)	5/1/2026		$31.66	$20.44	$52.10
Laborers (Class 07 - See notes)	5/1/2025		$30.95	$19.99	$50.94
Laborers (Class 07 - See notes)	5/1/2026		$31.95	$20.44	$52.39
Laborers (Class 08 - See notes)	5/1/2025		$31.43	$19.99	$51.42
Laborers (Class 08 - See notes)	5/1/2026		$32.43	$20.44	$52.87
Millwright	6/1/2026		$47.52	$23.33	$70.85
Operators (Heavy, Class 01 - See Notes)	5/1/2025		$43.46	$30.50	$73.96
Operators (Heavy, Class 01 - See Notes)	5/1/2026		$44.61	$31.35	$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2025		$45.71	$31.16	$76.87
Operators (Heavy, Class 01A - See Notes)	5/1/2026		$46.86	$32.01	$78.87
Operators (Heavy, Class 02 - See Notes)	5/1/2025		$43.18	$30.41	$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		$44.34	$31.25	$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2025		$45.43	$31.08	$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		$46.59	$31.92	$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2025		$40.26	$29.55	$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		$41.43	$30.38	$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2025		$39.12	$29.22	$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		$40.28	$30.06	$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2025		$38.67	$29.09	$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		$39.83	$29.93	$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2025		$37.80	$28.82	$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		$38.96	$29.66	$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2025		$52.85	$34.71	$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		$54.32	$35.64	$89.96

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09863 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 07B - See Notes)	5/1/2025		$52.51	$34.60	$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		$53.97	$35.54	$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2025		$42.56	$30.24	$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		$43.72	$31.08	$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2025		$44.81	$30.92	$75.73
Operators (Highway, Class 01a - See Notes)	5/1/2026		$45.97	$31.76	$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2025		$41.39	$29.89	$71.28
Operators (Highway, Class 02 - See Notes)	5/1/2026		$42.55	$30.73	$73.28
Operators (Highway, Class 03 - See Notes)	5/1/2025		$40.70	$29.68	$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		$41.87	$30.51	$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2025		$40.26	$29.54	$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		$41.41	$30.39	$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2025		$39.73	$29.41	$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		$40.89	$30.25	$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2025		$42.80	$30.30	$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		$43.95	$31.15	$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2025		$45.05	$30.96	$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		$46.21	$31.80	$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2025		$51.79	$34.38	$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		$53.25	$35.32	$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2025		$50.37	$33.97	$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		$51.84	$34.90	$86.74
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 2 (see notes)	5/1/2025		$35.61	$24.18	$59.79
Painters Class 2 (see notes)	5/1/2026		$38.00	$24.79	$62.79
Painters Class 3 (see notes)	5/1/2025		$41.71	$24.18	$65.89
Painters Class 3 (see notes)	5/1/2026		$44.10	$24.79	$68.89
Piledrivers	5/1/2025		$36.87	$20.49	$57.36
Piledrivers	5/1/2026		$37.63	$21.18	$58.81
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		$54.39	$44.73	$99.12
Truckdriver class 1(see notes)	5/1/2025		$41.87	$0.00	$41.87
Truckdriver class 2 (see notes)	5/1/2025		$41.94	$0.00	$41.94
Truckdriver class 3 (see notes)	5/1/2025		$42.43	$0.00	$42.43

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or ☐ Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR ADDRESS	SUBCONTRACTOR ADDRESS	DEPARTMENT OF LABOR & INDUSTRY COMMONWEALTH OF PENNSYLVANIA BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665

PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION PROJECT SERIAL # PROJECT #

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE Su M Tu W Th F Sa HOURS WORKED EACH DAY	S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
						C: FB:			
						C: FB:			
						C: FB:			
						C: FB:			
						C: FB:			

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

1) Medical or hospital care _____
2) Pension or retirement _____
3) Life insurance _____
4) Disability _____
5) Vacation, holiday _____
6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

(a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.

(c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:
   (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S.§ 165-11(e).

   (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:
   (a) the legal name and the business address of the contractor or subcontractor are: _____
   _____

   (b) The undersigned is: ☐ a single proprietorship ☐ a corporation organized in the state of _____
   ☐ a partnership ☐ other organization (describe) _____

   (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

_____
(DATE)

_____
(SIGNATURE)

_____
(TITLE)

_____
SEAL

Taken, sworn and subscribed before me this _____ Day

of _____ A.D., _____

SECTION 008200 - SAFETY AND HEALTH MANAGEMENT PLAN PROJECT REQUIREMENTS

The Safety and Health Management Plan requirements are the minimum parameters that contractors must comply with. Contractors are required to prepare their own Safety Plan and comply with all applicable regulations.

As used in this Safety and Health Management Plan (herein referred to as “Plan”), "Contractor" shall mean the controlling Contractor (who has a contractual agreement with the Owner), who shall comply with these minimum requirements. The Contractor shall also agree to require each of their Subcontractors and Sub-subcontractors to comply with the minimum requirements of this Plan.

It is the responsibility of the Contractor to maintain total control of Safety to ensure that employees and the general public will be provided with a hazard free environment during Construction and renovation activities. This Plan does not relieve the Contractor of its responsibilities regarding the safety of its employees and the preservation of property. The Contractor agrees that it and all its Subcontractors or Sub-subcontractors shall be fully responsible for project Safety and Health Management. The Owner, the Construction Manager and the Architect shall not be responsible for any Safety precautions and programs in connection with the work.

The Contractor and Subcontractors of all tiers are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against the Owner, the Construction Manager, and/or the Architect based on, arising out of or in any way involving any actual or alleged non-compliance with the Safety and Health Management Plan.

The Federal Occupational Safety and Health Act as well as other federal, state, and local regulations promulgated in the Interest of Safety are required by law and this Plan.

The Safety Requirements of this Plan is a supplementary document to all Government rules and regulations. It does not negate, abrogate, alter or otherwise change any provisions of those rules and/or regulations, and is intended to supplement and enforce the individual program of each Contractor and the overall safety effort. It is understood that the ultimate responsibility for providing a safe workplace rests with each individual Contractor.

I hereby acknowledge that I have received, read and evaluated the Project Safety and Health Management Plan and I hereby certify that I will ensure that at a minimum its requirements and conditions are fulfilled.

_____

Company Name

Contractor – Project Manager	Contractor – Field Supervisor
Date	Date

Project Safety and Health Management Plan

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1.0 Introduction

The Safety and Health Management Plan requirements are the minimum parameters that contractors must comply with. Contractors are required to prepare their own Safety Plan and comply with all applicable regulations. These requirements have not been prepared by the Architect.

This Safety and Health Management Plan (herein referred to as “Plan”) is intended to establish uniform policies and procedures for all Contractors, with the goal of reducing the frequency and severity of accidents. This Plan applies to all Work performed on the Project.

1. Contractor shall implement, maintain and adhere to a written Contractor Safety Program as required by the Bid Documents. Contractor shall submit the Contractor Safety Program to the Owner or its representatives prior to commencement of the Work. In the event that the Contractor Safety Program does not comply with the requirements of this Agreement or of the Plan incorporated into this Agreement, the Contractor Safety Program shall be redrafted to comply with this Agreement and with the Plan, whichever provides the highest level of Safety. (The Contractor may, however, incorporate this Plan into their Safety Program for this project by reference.) One or more copies of the written Contractor Safety Program must be maintained on-site for employee review. Before the Contractor or any Subcontractor commences Work, the Contractor or Subcontractor, as applicable, shall make available to employees a copy of the Contractor Safety Program and the Contractor or Subcontractor, as applicable, and shall certify that prior to any employee, or any employee of any Subcontractor, beginning Work on the Project, the employees have been oriented with regards to the written Contractor Safety Program and have been directed by the Contractor or Subcontractor or its representatives to comply with Program requirements.
2. The Contractor, all Subcontractors and Sub-subcontractors shall assume all costs related, but not limited to, Personal Protective Equipment, Drug and Alcohol Free Workplace Substance Abuse Program, all training requirements, etc.
3. Compliance with the Plan is a requirement of the Contract. Failure to comply will be considered a breach of Contract, subject to the remedies provided in the Contract including, but not limited to, withholding of progress payments or termination for cause.
4. The Contractor, all Subcontractors and Sub-subcontractors shall immediately correct unsafe conditions.
5. If the Contractor, any Subcontractors or Sub-subcontractor refuses to correct an unsafe condition, the Owner and/or its representatives is authorized to stop that portion of the Work until the Work can continue in accordance with the requirements of this Plan. The cost to bring the Work activity into compliance shall be incurred by the Contractor, Subcontractors and/or Sub-subcontractors and at no time shall the costs be charged to the Owner.
6. Each Contractor, all Subcontractors and Sub-subcontractors shall be responsible for payment of all fines, damages or other costs resulting from failure to comply with the Plan requirements. The Contractor shall reimburse the Owner for any fines, damages or costs incurred (including the costs of attorneys' fees for defense and appeals) arising out of the Contractor's operations.

2.0 General Requirements

Each Contractor, Subcontractor and Sub-subcontractor shall: (a) be solely responsible for the health, safety and security of employees and others under its control and/or supervision; and (b) comply with the terms and conditions of the Project Safety and Health Management Plan (herein referred to as "Plan") attached hereto and incorporated herein by reference as if fully set forth herein. The Project Manager and Field Supervisor of each Contractor and Subcontractor must execute a copy of the Plan certifying that each will ensure that the requirements of the Plan will be fulfilled. Notwithstanding anything to the contrary that is contained herein or in the Project Safety and Health Management Plan, the Contractor and Subcontractors of all tiers are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against the Owner, the Construction Manager, and/or the Architect based on, arising out of or in any way involving any actual or alleged non-compliance with the Safety and Health Management Plan.

1. Contractor shall conduct its business in a professional manner to prevent the occurrence of incidents that lead to injuries or illnesses and/or equipment and property damage. Safety, health and security requirements for the Work under this Contract shall be administered by the Contractor and all of its Subcontractors and Sub-subcontractors in accordance with the following:
    a. The importance of Safety with respect to all Work shall be recognized and accident prevention shall be an integral part of all planning and operations by the Contractor and its Subcontractors;
    b. Contractor, Subcontractors and Sub-subcontractors shall conduct Work in accordance with: (i) the Occupational Safety and Health Act of 1970 (OSHA) and all additions, amendments and revisions thereto; and (ii) the Plan;
    c. Contractor, Subcontractors and Sub-subcontractors shall follow all applicable federal, state and local laws/regulations pertaining to pollution control, water supply, fire protection, sanitation facilities, waste disposal and other related items;
    d. Contractor, Subcontractors and Sub-subcontractors shall cooperate fully with the Owner and its representatives and all other Contractors and Subcontractors in providing and managing safety, health and security programs with respect to the Work;
    e. Housekeeping shall be observed at all times and waste, debris and garbage shall be removed daily and placed in appropriate waste containers. All materials, tools and equipment shall be stored in a safe and orderly fashion.
    f. Should Owner or its representatives notify Contractor of any safety non-compliance resulting in an unsafe act or improper equipment operation that puts the life and/or safety of Job Site personnel or other persons at risk, the Owner or its representatives shall have the right to immediately stop such Work or acts. Contractor shall correct the hazard or condition within the time specified prior to resuming Work in the area. Nothing in this Contract shall be construed as creating any duty on the part of the Owner or the Construction Manager to inspect the Work for safety.

2. Safety Program

   a. Any Contractor shall provide a site Safety Representative knowledgeable in the areas of construction safety, health and fire prevention. The Safety Representatives shall have completed the OSHA 500 Construction and Outreach Training Program, or have equivalent experience or training, as a minimum. This individual shall have the authority to act as liaison with the Owner and/or its representatives, other Contractors and Subcontractors on all matters related to safety. This individual shall have full authority to ensure safe Work practices and to correct unsafe or hazardous conditions. All Subcontractors shall designate a member of supervision, who may have other duties, as its Safety Representative whose duty shall be the prevention of accidents. The Safety Representative shall have a current (within the last Two (2) Years) OSHA 10 Hour Construction Outreach Training Certificate.

   b. Contractor shall inform the Owner and/or its representatives of any federal or state inspections. Contractor shall provide Owner and/or its representatives with copies of all federal and state inspection reports, citations, penalties, abatement dates, and the like, with respect to the Work or any aspect of the Work under this Contract.

   c. The Contractor shall cooperate with the Owner and/or its representatives, who may periodically observe any aspect of the Work and/or the Project Work Site without prior notice.

   d. All lay down and storage areas shall be coordinated with the designated Project official prior to set-up of these areas. Contractor shall be responsible for the security of said area(s) and for all material, equipment and tools.

   d. Any media contact or responses to media inquiries shall be directed to the Project official designated by the Owner. Contractor and Subcontractor shall not discuss accidents, incidents or other related issues with the media.

   f. All employee vehicles shall be restricted to designated parking areas. All parking areas shall be coordinated with the designated Project official.

3. Employee and Visitor Dress Requirements

   a. All projects shall enforce a One Hundred Percent (100%) hard hat requirement for all construction areas. All supervisors, employees and visitors shall be required to wear hard hats while on the Project Site.

   b. Contractor shall ensure that all workers wear durable work shoes and under no condition shall employees wear shorts, tank tops, sleeveless shirts, clogs or footwear with large openings, street shoes, tennis shoes or sandals.

4. No Smoking Policy

   a. There will be NO smoking or vaping permitted on the project site.

   b. All Contractors shall enforce the required no smoking/vaping policy for the entire project site at all times.

5. Failure to Comply with Safety Regulations

    a. Failure to comply with the Contract Safety Requirements shall be deemed to constitute non-compliance with the Contract and may result in remedial action as provided by the Contract.

    b. If Contractor refuses to correct unsafe or unhealthy conditions or acts, the Owner and/or its representatives may take one or more of the following actions:

        i. Instruct the Contractor, Subcontractor or Sub-subcontractor, who shall comply with said instructions, to cease the Work, or a portion thereof, until the condition is brought into compliance with Contract and Safety Requirements;

    \\\ ii. Require Contractor, Subcontractor or Sub-subcontractor, who shall comply with said requirement, to replace or supplement its site Safety Representative and/or supervisory personnel, as appropriate;

        iii. Stop payment for the Work being performed; and/or

        iv. Correct the situation using another employee or Contractor and charge Contractor who shall pay for the expenses and costs incurred.

        v. All costs associated with ensuring a safe and healthful Work environment, shall be borne by any non-compliant Contractor or Subcontractor, and costs will be charged to and/or assessed against the non-conforming Contractor or Subcontractor. Contractor, Subcontractor, and Sub-subcontractor shall be responsible for the payment of all fines and/or claims for damages levied against the Owner and/or its representatives for deficiencies relating to the conduct of the Contractor's Work.

3.0 Safety Policy Statement

Objective

The objective of this Plan is to reduce the frequency and severity of accidents on this Project. There are Three (3) sound reasons for this objective:

1. No endeavor is worthy if it should cause human suffering through disabling injury or loss of life.
2. A good safety record reflects the quality of management.
3. Poor accident experience increases cost, and results in a loss of profit.

Policy Statement

The safety of persons and property is of paramount importance to the Owner. This Plan will establish employee safety and health as an integral part of the overall success of this Project.

By Contract, the Contractor, all Subcontractors and Sub-subcontractors on the Project Site shall comply with the requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA) and all additions and revisions thereto, as well as any other applicable federal, state and local requirements and this Plan.

The on-site supervisory personnel are responsible for the actions of those they supervise, for maintaining safe and healthy working conditions in their areas of responsibility, and for strictly enforcing all safety and health policies and regulations. All employees shall comply with these Rules and Regulations.

4.0 Responsibilities

The Contractor, all Subcontractors and Sub-subcontractors shall prevent accidents and are responsible for thorough safety and risk control training and instruction for their employees.

The prevention of accidents and protection of property shall receive management's top priority, support and participation.

General Overview

- Provide a safe environment where employees can perform high quality Work.
- Use Safety Planning as a tool to reduce injury to persons and damage to property.
- Provide inspections to locate and abate unsafe conditions and practices before they result in bodily injury or property loss.
- Protect the public and property adjacent to the Construction Site.
- Educate and Train employees through:
    - New Hire Safety Orientation
    - Weekly Safety meetings
    - Task-Specific Safety Training, (i.e., hazard communications (HAZCOM), fall protection, construction safety practices, trenching safety, confined space entry, etc.)
- Mandatory Personal Protective Equipment (PPE) Programs.
- Injury reporting and record keeping to maintain an up-to-date accident experience and trends analysis.
- Using accident investigation information to abate deficiencies and eliminate any additional losses.
- Return-To-Work (Modified Duty) Programs.
- Site-Wide One Hundred Per Cent (100%) Six (6) Foot Fall Protection Policy. **THERE IS A ZERO TOLERANCE POLICY ON FALL PROTECTION. ONE VIOLATION OF THE FALL PROTECTION POLICY WILL RESULT IN THE CONTRACTOR REMOVING THE VIOLATING EMPLOYEE FROM THE SITE FOR THE DURATION OF THE PROJECT. THE EMPLOYEE'S SUPERVISOR MAY BE REMOVED FROM THE SITE FOR FAILURE TO ENFORCE THE FALL PROTECTION POLICY.**
- Drug and Alcohol-Free Work Place Program.

Contractor's Project Manager

The Contractor's Project Manager shall be responsible for:

- Promoting Total Job Safety with all employees and visitors;
- Accepting full and complete responsibility for the implementation and execution of the Plan on-site;
- Monitoring Contractor adherence to Plan Requirements; and
- Assisting in accident investigations with the Program's Safety Representative;

Contractor's Project Foremen

The Contractor's Project Foreman shall be responsible for:

- Setting a good safety example for workers;
- Using Pre-Task Planning, instructing workers on Safe Work Practices and Methods to prevent injury, damage to property and loss of productive time;
- Supplying and enforcing the use of Personal Protective Equipment (PPE);
- Familiarizing workers with the Safety Requirements applicable to their Work;
- Holding weekly Tool-Box Safety Meetings with their Work crews;
- Conducting daily Safety Inspections of their Work areas;
- Assisting in accident investigations with the Program's Safety Representative; and
- Assuring that proper first-aid treatment is administered to injured employees.

Contractors, Subcontractors and Sub-subcontractors

All Contractors, Subcontractors and Sub-subcontractors shall have overall responsibility for accident prevention and implementation of this Plan for their personnel.

Each Contractor, Subcontractor and Sub-subcontractor shall designate a member of supervision, who may have other duties, as their Safety Representative in accordance with the Contract Documents. The Safety Representative shall be knowledgeable and responsible for all applicable Safety Standards and site policies. This individual shall have, at a minimum, completed the OSHA 10 Hour Construction Outreach training course within the last Two (2) Years.

The Safety Representative is responsible for performing Construction Safety Inspections and identifying and resolving any safety related concerns pertaining to their Work.

All employees shall be orientated to their company's Contractor Safety Program as well as to the Plan. Documentation of this training (which includes but is not limited to: Attendance roster, date of training and course content) shall be maintained on file.

Each Contractor shall be responsible for providing their Subcontractor's and Sub-subcontractor's Safety Representative with an emergency communication plan for use in emergency response and other safety related communications.

Although many existing hazards may be corrected through informal communications, all corrective actions must be documented.

Worker's Responsibilities

The Workers shall be responsible for:

- Working according to good safety practices as posted, instructed and discussed;
- Complying with the Plan and the Contractor's Safety Program;
- Using all required and provided safety devices;
- Reporting any unsafe situation or act to their supervisor and/or designated Safety Representative immediately;
- Maintaining a clean and safe Work area;

- Performing assigned duties in an alert manner, free of any impairment that may affect safety;
- Following the Site's Safety Program; and
- Reporting injuries immediately to their supervisor.

5.0 Safety Related Meetings and Training

Safety Meetings and Training shall be conducted by the Contractor, all Subcontractors and Sub-subcontractors. The following meetings and training shall be conducted, documented and maintained on file:

- Indoctrination (Orientation) Safety Training
    - All new employees and visitors to the Construction Project shall be properly trained and oriented with regards to the Safety Plan, hazard recognition, Site-Specific Safety Requirements, emergency procedures, first-aid/medical procedures, assigned Panel of Physicians, etc.
- "Tool Box" Safety Meetings
    - The Contractor, all Subcontractors and Sub-subcontractors shall conduct weekly Safety Training Meetings with all employees working on the Construction Project. This training shall be conducted by a supervisor or foremen.
    - The meetings shall cover any Hazardous Work Conditions, unsafe Work practices that have been identified, safe working practices, review of accidents and near-misses that have occurred on the Construction Project and safety rules and regulations.
    - This training shall be documented to include names of employees attending the training and an outline of all topics discussed.
- Weekly Progress Management Meetings
    - Safety shall have a portion of the agenda in all Progress Meetings for discussion of the previous week's safety issues and to discuss the current week's activities. Minutes from the Progress Meetings shall reflect safety items discussed and any proposed resolution to issues.
- Periodic Safety Management Meetings
    - Upon request by the Owner or its representatives, a Safety Management Meeting will be held periodically on the Construction Project to review on-going safety issues. The Contractor's, all Subcontractor's and Sub-subcontractor's Safety Representatives, Project Managers and Project Safety Representatives shall attend these meetings.
    - If the Contractor, any Subcontractor or Sub-subcontractor has a lost-time injury, a representative of the respective company shall explain at the next Safety Meeting:
        - Why the accident occurred?
        - What corrective measures have been taken to prevent similar injuries from occurring?

- What the claim status of the injured employee is?
- What, if any, alternative (modified duty) work has been provided?

- Pre-Shift Hazard Recognition Training
  - The Contractor, all Subcontractors and Sub-subcontractors shall hold Pre-Shift Hazard Recognition Training with each work crew working under the following conditions:
    - One Hundred Percent (100%) Fall Protection
    - Scaffold Erection and Dismantling
    - Crane and all Material Hoisting Operations
    - Excavation and Trenching Operations
    - Non-Routine Work Operations, i.e. Emergency Procedures, Industrial Hygiene, etc.
    - Confined Space Operations

6.0 Project Disciplinary / Corrective Procedures

General Statement. The Project Disciplinary/Corrective Procedures are intended to encourage compliance with the requirements of OSHA, other applicable federal, state and local requirement, and this Plan. Workers performing Work in an unsafe manner shall be subject to counseling, training, discipline, transfer or termination.

Responsibilities of Contractor and Subcontractors. Each Contractor and Subcontractor shall respond to each work injury and known unsafe act as follows:

1. **Investigation.** The Contractor or Subcontractor, as applicable, shall conduct a proper investigation to determine: (a) the nature of the unsafe act; (b) the reasons the unsafe act occurred; and (c) the identity of the individual(s) who engaged in or was responsible for the unsafe act. With respect to any individual employee or representative who was identified as having engaged in or being responsible for an unsafe act, the following information shall be among the information reviewed and considered:
   a. The individual's past training and experience as is relevant to the unsafe act committed;
   b. The individual's prior disciplinary record;
   c. The individual's prior record with respect to: (i) engaging in or allowing unsafe acts, and (ii) following instructions and directions; and
   d. The individual's degree of culpability.
2. **Prevention.** The Contractor or Subcontractor, as applicable, shall take action that is reasonably calculated to insure that:
   a. The unsafe act will not be repeated; and
   b. That the individual(s) responsible for engaging in or allowing the unsafe act to

occur will not engage in or allow unsafe acts to occur in the future.

3. **Disciplinary/Corrective Options.** The options available to Contractors and Subcontractors when taking action that is reasonably calculated to ensure that the unsafe acts will not be repeated and that responsible individuals will not engage in or allow unsafe acts to occur include:
   a. Additional training for workers in general and/or to the responsible individual in particular;
   b. Job performance counseling of the responsible individual(s);
   c. Verbal Warning (which shall be documented);
   d. Written Warning;
   e. Suspension from Work without pay;
   f. Transfer off the Project; and
   g. Discharge from employment.
4. **Guiding Principles.** Contractors and Subcontractors shall decide which option(s) to exercise in accordance with the following guiding principles:
   a. Nothing in this Plan shall be construed to require any Contractor or Subcontractor to violate the terms or conditions of any applicable law, collective bargaining agreement or employment contract;
   b. If any individual engages in a repeated unsafe act(s), a repeated violation(s) of the Contract, a repeated violation(s) of OSHA requirements, or a repeated violation(s) of this Plan, the actions taken by the Contractor or Subcontractor, as applicable, shall be progressive in severity and consequence;
   c. Nothing in this Plan requires progressive discipline as a precondition to any suspension, transfer or discharge from employment and the Contractor or Subcontractor may impose a suspension, transfer or discharge for safety violations if it so chooses without having engaged in prior progressive discipline;
   d. It is expected that individuals who engage in or who are responsible for any unmitigated life threatening conduct or for willful disregard to the safety requirements of this Plan shall be subject to immediate discharge or permanent transfer off the Project.
5. **Follow Up.** Contractors and Subcontractors shall take follow up action to ensure that the actions taken are effective. If it is observed that the actions originally taken have not been effective to prevent a repeat of the particular unsafe act or to prevent the particular individual(s) from engaging in that or other unsafe acts, the Contractor or Subcontractor, as applicable, shall take more aggressive disciplinary and corrective action.

6. Documentation.

a. Each Contractor and Subcontractor shall fully document the following:

i Known unsafe acts;

ii The investigation undertaken in accordance with these procedures;

iii The disciplinary and/or corrective action taken;

iv The rationale for choosing the particular action taken;

v The follow up action that is planned;

vi The follow up action that is taken; and

vii The results of the follow up action.

b. The documentation shall be maintained in an organized manner by each Contractor or Subcontractor as applicable and in accordance with the Record-Keeping requirements of this Plan. Records of discipline, job counseling and training shall be placed in the personnel file of the employee. Copies of the documentation shall be provided to the Owner and/or its representatives.

7.0 Record-Keeping and Files

The Contractor, all Subcontractors and Sub-subcontractors shall maintain a master or central file for safety and health related documentation on the Job Site. Files shall be maintained in such a manner that distinguishes each Contractor and their Subcontractors and Sub-subcontractors.

The Owner and/or its representatives shall have the right to review all documentation at any time upon request. The Contractor shall give full cooperation during these reviews.

The following documentation shall be in the Safety Files:

- The Contractor Safety Plan.
- Hazard Communication Program, including current Material Safety Data Sheets (MSDS).
- Site Emergency Plans.
- All required safety & health permits.
- Weekly Tool Box/Tailgate Safety Meeting reports – including meeting topic(s) and employee attendance/sign-up sheets.
- Specific job hazard worker training.
- Job Site Safety Inspection reports – including documentation of corrective measures for closure.
- Equipment inspection reports.
- Crane inspection reports – daily and monthly (annual certification reports required prior to equipment operation).
- Employee orientation training records.
- Accident investigation reports, including near misses.
- Job Hazard Analysis.
- Competent person qualifications.

- Written Safety Violations.

8.0 Job Site Inspections

Inspections

Daily Safety and Health Inspections shall be continually conducted by the Contractor, all Subcontractors and Sub-subcontractors for each of their respective Work areas on the Job Site. Documentation of all identified and corrected deficiencies shall be maintained on file.

Corrective Measures

Corrective Measures to abate all deficiencies shall be completed immediately if life-threatening/serious conditions exist or no later than the end of the working shift for non-life threatening/serious conditions. All Work shall be stopped until imminent danger hazards have been abated. Documentation of these corrective measures shall be provided to the Program's Safety Representative.

If a deficiency cannot be abated within the same shift, a letter shall be provided to the Owner or its representatives outlining the reason(s) why and the step(s) taken as an interim measure to control the potential hazard.

Non-Abatement

If Contractor, Subcontractor or Sub-subcontractor fails to make corrections to identified deficiencies in a timely manner, the Owner or its representatives will*:*

- Notify the Contractor in writing to take prompt corrective action to eliminate Construction Safety and Health concerns. Written notification will describe specific contract or code violations;
- Resolve outstanding Construction safety issues and maintain documentation of corrective actions;
- Report in writing to the Contractor, the name(s) of the individual(s) and their supervisor(s) who are observed to violate Construction Safety Requirements, with copies to the Project File. If necessary, the Owner or its representatives may require the Contractor to remove these individual(s) and/or their supervisor(s) from the Job Site.

Stoppage of the Work

The Owner and/or its representatives shall be authorized to order, at the Contractor's expense, a stoppage of the Work until unsafe conditions are abated.

9.0 Drug and Alcohol Free Workplace Program

General Statement. The Owner is committed to maintaining a drug and alcohol free workplace. The Owner has a vital interest in maintaining safe, healthful and efficient working conditions. Alcohol and illegal drug use or possession pose a serious threat to workplace safety and health. Impairment from alcohol and the use and possession of illegal drugs pose a danger. The costs associated with implementing the Drug and Alcohol Free Workplace Program, (herein referred to as "Program") shall be the responsibility of the Contractor, Subcontractor or Sub-subcontractor, as applicable.

Responsibilities of Contractor and Subcontractors. Contractors and subcontractors shall adopt, implement and enforce drug and alcohol free workplace programs that comply with the following minimum conditions:

1. Employee Prohibitions
    a. No covered employee shall report for duty or remain on duty (i) while having an alcohol concentration of 0.04 or greater; (ii) while possessing alcohol; (iii) while using alcohol; or (iv) within Four (4) Hours after using alcohol.
    b. No covered employee shall report for duty or remain on duty when the employee uses any controlled substance (except when the use is pursuant to the written instructions or prescription of a physician who has advised the employee that the substance does not adversely affect the employee's ability to work safely) or tests positive for controlled substances.
    c. No covered employee required to take a post-accident alcohol test under this program shall use alcohol for Eight (8) Hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever first occurs.
    d. No covered employee shall refuse to submit to a post-accident alcohol or controlled substances test required under this program or a reasonable suspicion alcohol or controlled substances test required by this program, or a follow-up alcohol or controlled substances test required under this program.
2. Employee Duties
    a. Covered employees shall comply with all mandates and prohibitions contained in this Program.
    b. Covered employees shall cooperate fully with all required testing and shall promptly report to all testing as directed.
    c. Covered employees are required to notify the Contractor or Subcontractor as applicable if they are taking any therapeutic drugs and shall supply a written certification on a form provided by the Contractor or Subcontractor from the physician prescribing the drug(s) that the substance(s) will not adversely affect the employee's ability to work safely and to comply with the safety requirements on the job.
3. Consequences of Covered Employees Engaging in Substance Use-Related Conduct.
    a. Consistent with contractual, legal and constitutional requirements, a determination shall be made by the Contractor or Subcontractor, as applicable, as to the appropriate disciplinary action, if any, to be imposed upon any covered employee who violates any of the prohibitions or mandates of this Program. Nothing in this

Program shall be construed to limit the authority of any Contractor or Subcontractor to impose discipline, including discharge, as it shall determine so long as the minimums set forth in this Program are satisfied. Unless prohibited by law, contract or collective bargaining agreement, any employee who engages in any of the following conduct shall not be permitted access to the Construction Project and shall not be permitted to engage in any of the Work:

i Fails a drug test;

ii Possesses illegal drugs;

iii Refuses to submit to a drug or alcohol test;

iv Is in possession of alcohol on the Work Site; or

v Is convicted or pleads guilty or *nolo contendere* of illegal drug use, possession or trafficking.

b. Any covered employee tested under this Program who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay at least until the start of the employee's next regularly scheduled duty period that is at least Twenty-Four (24) Hours following the administration of the test.

c. Any covered employee: (i) who reports or remains on duty while having an alcohol concentration of 0.04 or greater, possessing alcohol, using alcohol or having used alcohol within Four (4) Hours of reporting to Work; or (ii) who reports or remains on duty when the employee uses or has used any controlled substance (except when the use is pursuant to the written instructions or prescription of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely Work and the employee has so advised the Contractor or Subcontractor) or tests positive for controlled substances; or (iii) who consumes alcohol in contravention of a post-accident alcohol test requirement or refuses to submit to any drug or alcohol test required under this Program, and who is not to be discharged from employment, shall be suspended without pay and shall not be reinstated until the following requirements have been met:

i The employee has been advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs; and

ii The employee has been evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use; and

iii The employee has undergone a return-to-work alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved a controlled substance; and

iv If the employee has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use, the employee shall be evaluated by a substance abuse professional to determine that the employee has properly followed a rehabilitation program as prescribed.

4. Mandatory Drug and Alcohol Testing. Contractors and Subcontractors shall, as part of this Program, adhere to the following Post-Accident, Reasonable Suspicion, Return-to-Work and Follow-Up drug and alcohol testing of covered employees:

   a. Post-Accident Testing. As soon as practicable following an accident in connection with the Work involving any personal injury of the employee or of another requiring medical attention or first aid, or any property damage greater than One Thousand Dollars ($1,000), the employee shall be tested for alcohol and controlled substances.

      i An employee who is subject to post-accident testing under this policy shall remain readily available for such testing or may deemed by the Contractor or Subcontractor, as applicable, to have refused to submit to testing;

      ii If a post-accident alcohol test is not administered within Two (2) Hours following the accident, the Contractor or Subcontractor as applicable, shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within Eight (8) Hours following the accident, attempt to administer the alcohol test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record setting forth why testing was not performed.

      iii If a post-accident controlled substances test is not administered within Thirty-Two (32) Hours following the accident, attempts to administer the test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record stating the reasons why the test was not administered within the required time.

      iv A breath or blood test for the use of alcohol or a urine test for the use of controlled substance conducted by federal, state or local officials or policy having authority to conduct such testing shall be considered to meet the requirements of this Program if the results will be turned over to the Contractor or Subcontractor.

   b. Reasonable Suspicion Testing. A covered employee shall be required to submit to an alcohol and/or controlled substances test when the Contractor or Subcontractor, as applicable, has reasonable suspicion that the employee is using or has used alcohol or controlled substances in violation of the prohibitions or mandates of this Program.

      i The determination that reasonable suspicion exists to require an employee to undergo testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion as to alcohol use may be based only on observations made while the employee is working or just before the employee begins Work or just after the employee stops working.

      ii The Contractor and Subcontractors shall designate individuals who shall have

obtained necessary training that covers the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. Only those so trained are permitted to make the determination that can lead to Reasonable Suspicion Testing.

iii Reasonable Suspicion Testing may not be performed by the individual who made the determination that there was reasonable suspicion for testing.

iv A written record shall be prepared and maintained setting forth the basis and observations for the reasonable suspicion leading to the testing. With respect to suspicion related to controlled substances, such record shall be made and signed by the individual who made the observation within Twenty-Four (24) Hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

v Reasonable Suspicion Alcohol Testing shall be required while the employee is working, just before the employee begins work, or just after the employee stops working. If an alcohol test is not administered within Two (2) Hours following the determination that reasonable suspicion exists, the Contractor or Subcontractor shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within Eight (8) Hours following the determination that reasonable suspicion exists, attempts to administer the alcohol test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record setting forth the reasons the test was not administered. Notwithstanding the absence of a reasonable suspicion alcohol test, where there was reasonable suspicion of alcohol use, the employee shall not be permitted to work until:

(1) An alcohol test is administered and the employee's alcohol concentration measures to less than 0.02; or

(2) Twenty-Four (24) Hours have elapsed following the determination of reasonable suspicion.

c. Return-to-Work Testing. No employee may return to work after engaging in conduct prohibited by this Program until after he or she has, as appropriate, undergone an alcohol test with a result indicating an alcohol concentration of less than 0.02 or a controlled substances test with a result indicating a verified negative result for controlled substance use.

d. Follow-Up Testing. Any employee who is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced Follow-up Testing as directed by a substance abuse professional. Follow-up Testing shall be conducted only when the employee is working, just before the employee begins work, or just after the employee has stopped working.

5. Miscellaneous

a. A "covered employee" under this program shall mean any person who is an employee of the Contractor or any Subcontractor and who engages in any Work that is subject to the safety requirements of the Contract or this Plan and any employee of any Contractor or any Subcontractor who operates a commercial vehicle as defined by law in connection with any of the Work.

b. The means, manner and methods of the testing procedures for alcohol and substances under this Program shall be in accordance with the procedures set forth in Title 49, Part 40 of the Code of Federal Regulations, which, by this reference, are hereby incorporated herein by reference as if fully set forth herein. Without intending to limit the generality of the foregoing requirement, preparation for testing, specimen collection procedures, laboratory personnel requirements, laboratory analysis procedures, quality assurance and quality control procedures, reporting and review of results procedures, protection of employee records procedures, individual access to test and laboratory results, use of certified laboratory requirements, breath alcohol technician requirements, breath alcohol device requirements, quality assurance plans, procedures for confirmation of tests, refusal to test and uncompleted test procedures, inability to provide an adequate amount of breath, invalid test procedures, etc., as governed by 49 CFR, Part 40, shall all be implemented by Contractors and Subcontractors with respect to any drug or alcohol test administered in accordance with this Program.

c. Work Related Injuries. Contractors and Subcontractors shall require Post-Accident Testing in accordance with the terms and conditions of this Program in the event of any accident that results in a work-related accident. The Post-Accident Testing may be arranged by the Contractor or Subcontractor or may be arranged by the Workers' Compensation carrier. In either event, the procedures contained in 49 CFR, Part 40, shall be followed.

d. Employee Training. Each Contractor and Subcontractor shall require that all employees are trained and periodically retrained in the requirements of the Drug and Alcohol Free Workplace Program. This training shall be properly documented.

10.0 Accident/Injury Management

Accident Reporting

All accidents resulting in employee injury, property damage, or involving the public shall be reported immediately to the project officials in accordance with the claims reporting instructions provided by the Contractor's Insurance Administrator. All accidents resulting in injuries or illnesses shall be thoroughly investigated by the ***injured worker's supervisor***.

The Contractor shall complete an Accident Investigation Report for all accidents resulting in employee injury, property damage, public involvement or near miss incidents. All Contractors shall cooperate with the Owner and its representatives in the investigation, analysis and defense of any claim, accident, occurrence or insured loss.

Accident Investigation

A formal written "Accident Investigation Report" and "First Report of Injury" shall be completed by the end of the working day/shift of the accident. Identification and review of accident causes shall be completed, identifying corrective actions, persons responsible for corrective actions and date of completion shall be established. Follow-up documentation verifying corrective action shall be required.

Copies of all accident investigation documents shall be maintained on file.

11.0 Workers' Compensation Claims Cooperation

Responsibilities of Contractor and Subcontractors

Contractors and Subcontractors shall adopt, implement and enforce a Workers' Compensation Program that complies with the following minimum conditions:

1. **Compliance with Posting and Notice Requirements**. Each Contractor and Subcontractor shall comply with all posting and notice requirements imposed by Pennsylvania's Workers' Compensation Act. Contractors and Subcontractors shall maintain documentation proving that they have complied with these requirements.
2. **Posting and Designation of Physicians**. In the event that the Workers' Compensation insurer has provided a list of designated physicians to the Contractor and/or Subcontractor, the Contractor and Subcontractor shall properly post and provide notice of the designated physicians to employees in accordance with the requirements of the Workers' Compensation Act. Contractors and Subcontractors shall maintain documentation proving that they have complied with these requirements. Where a designated physician panel is in place, Contractors and Subcontractors shall take action to ensure that injured employees receive treatment from the designated physicians in accordance with the law.
3. **Notice of Workers' Compensation Injuries**. Contractors and Subcontractors shall receive reports of occupational injuries and diseases in accordance with the terms and conditions of the Workers' Compensation Act and shall promptly complete and file the necessary forms and reports with the Commonwealth and the insurer or its representative.
4. **Participation in Claims Meetings**. Contractors and Subcontractors shall participate in claims review meetings when and if scheduled by the Workers' Compensation insurer or its representative.
5. **Return-to-Work Programs**. Contractors and Subcontractors shall cooperate with the Workers' Compensation insurer or its representative to return injured employees to Work as soon as possible consistent with their medical capabilities. Contractors and Subcontractors shall consider and offer modified Work to employees when such Work is available or can reasonably be made available.
6. **Litigation Cooperation**. In the event that there is any litigation growing out of a Work related injury, each Contractor or Subcontractor, as applicable, shall cooperate with the insurer, its representatives and attorneys, in the defense of the claim and shall make necessary evidence and witnesses available for hearing preparation and testimony.
7. **Nothing in this Plan shall be construed as a requirement that any Contractor or Subcontractor take any action that is in violation of law, any applicable collective bargaining agreement or contract.**

12.0 General Safety and Health Policies

All employees shall use protective equipment prescribed by federal, state, and local laws and by this Plan to control hazards or other exposure to illness or injury. **Any employee who willfully refuses to use prescribed protective equipment designed to protect them or willfully damages such equipment shall be subject to disciplinary action which may include immediate removal from the Job Site.**

Competent Person Requirements

The Contractor, all Subcontractors and Sub-subcontractors shall develop and maintain documentation identifying employee(s) designated as a competent person(s). The qualifications for Competent Persons are identified in the Subpart of OSHA 29 CFR 1926. NOTE: Various subparts of OSHA have interpretations as to the qualifications and training required to be designated as a Competent Person (i.e., Subpart P – Excavations; Subpart L – Scaffolding; etc.)

Personal Protective Equipment

Eye and Face Protection

Contractors, Subcontractors and Sub-subcontractors shall provide, maintain and manage eye and face protection for their employees in accordance with OSHA Construction Standards 29 CFR 1926.102.

The Owner and/or its representatives reserve the right to mandate a 100% Eye Protection Policy throughout designated phases of the Work or specific areas of the Project if it is deemed necessary.

Only clear safety glasses shall be worn inside any building(s).

Head Protection

All Construction workers shall wear hard hats which meet ANSI Z 89.1-1986, One Hundred Percent (100%) of the time while on the Construction Site. Hard hats should display the company decal where the employee works.

All delivery personnel, vendors and visitors shall wear approved hard hats while on the Construction Site.

Hearing Protection

All Work areas identified as high noise exposure shall be properly posted to warn employees of the exposure.

Appropriate hearing protection shall be worn in Work areas where noise levels are 85 dBA or greater.

Respiratory Protection

Contractors whose Work activities warrant that employees wear respiratory protection, shall establish and implement a Respiratory Protection Program. The Program shall meet the requirements set forth in 29 CFR 1926.134.

Foot Protection

All personnel on the Construction Site shall wear leather hard-soled work boots. No one is permitted to wear sneakers (including ANSI approved), tennis shoes or athletic shoes of any type, sandals, high heels or open toed shoes on the Construction Site.

Clothing

Suitable clothing for Construction Work shall be worn on the Construction Site. Shirts with sleeves (at least t-shirt (4 inches in length) and full-length pants shall be required. Polyester or similar material is not allowed. Shorts, sweatpants or tank-tops are not allowed.

Fall Prevention

The Fall Prevention Policy is based on the following observations:

- All fall hazards can be eliminated, prevented and/or controlled.
- To control fall hazards is morally responsible, good business and cost effective.
- The establishment and implementation of a Fall Prevention Program is the most effective way to provide a continuous process to identify, evaluate and control fall hazards.

No person/employee shall be exposed to a fall hazard from any elevation greater than Six (6) Feet. In addition, all other construction activities that involves fall protection/prevention shall be performed in accordance with 29 CFR 1926, Subpart M:

- Employees exposed to a fall distance of Six (6) Feet or more (no exceptions), or less where the distance has a likelihood of a serious or fatal injury, shall be protected by the means of a Fall Protection System. **THERE IS A ZERO TOLERANCE POLICY ON FALL PROTECTION. ONE VIOLATION OF THE FALL PROTECTION POLICY WILL RESULT IN THE CONTRACTOR REMOVING THE VIOLATING EMPLOYEE FROM THE SITE FOR THE DURATION OF THE PROJECT. THE EMPLOYEE'S SUPERVISOR MAY BE REMOVED FROM THE SITE FOR FAILURE TO ENFORCE THE FALL PROTECTION POLICY.**
- Fall prevention controls shall be based on the principle that engineering and design techniques for the elimination and prevention of fall hazards shall be utilized above and beyond the use of Personal Fall Protection Equipment. When it is not feasible to provide fall prevention controls, workers exposed to falls shall be equipped with:
    - Only full-body harnesses and Lanyards with shock absorbers with locking snap-hooks. Body Belts are not permitted on the Project. All Personal Fall Protection Equipment shall be compatible and all manufacturers equipment guidelines shall be understood and followed.
    - Appropriate anchorage points, capable of supporting Five Thousand (5,000) Pounds per worker attached shall be properly installed.
- Contractors performing structural erection activities (such as precast concrete and steel erection) shall provide upon request a "Task Specific Fall Protection Plan" which complies with the Six (6) Foot Fall Protection Requirement. **THE ABOVE STATED ZERO TOLERANCE POLICY FOR FALL PROTECTION ALSO APPLIES TO STEEL ERECTION.**

- Ladders (straight, extension & step) shall be used only for employee access and short duration miscellaneous light Work where 3-point contact with the ladder can be maintained. If ladders are to be used for performing long duration heavy Work at heights Six (6) Feet and greater (or any height where the likelihood of a serious or fatal injury exists), the fall hazards shall be controlled through the use of fall protection.

Excavations and Trenches

Excavations shall be performed in accordance with 29 CFR 1926, Subpart P:

- A safe means of access and egress shall be provided for employees from excavations and trenches regardless of their depth at intervals that provide no more than Twenty-Five (25) Feet of lateral travel.
- A Competent Person shall be present anytime excavation Work is performed. The Competent Person shall inspect each excavation before the start of each shift and as conditions change (rain run-off, seeping water, freezing/thawing conditions, vibration, atmospheric conditions, etc.). All inspections shall be documented and maintained on file.
- All soils shall be classified as type "C" until the Competent Person can demonstrate the soil can be reclassified as another type, using acceptable soil analysis practices.
- All open excavations and trenches shall be barricaded or adequately guarded at all times with highly visible material.
- Equipment, material and spoil piles shall not be placed closer than Two (2) Feet from the excavation or trench edge.
- Atmospheric testing shall be conducted and completed in excavations and trenches where possible hazardous conditions exist prior to employees entering.

Electrical

Electrical Work shall be performed in accordance with 29 CFR 1926, Subpart K:

- Only qualified electricians familiar with code requirements shall be allowed to perform electrical Work.
- Extension cords used with portable electrical tools and appliances shall be heavy duty and of the three-wire type. Cords shall be covered, elevated or otherwise protected from damage which would create a hazard to Construction Site Personnel.
- Electrical cords and equipment shall be visually inspected before each shift for external defects. All damaged and defective cords shall be removed from service immediately (this includes cords with the ground prong missing). Cords shall be repaired with approved heat-shrink methods, electrical tape is not permitted.
- All temporary electrical tools, cords and equipment shall be properly protected by Ground Fault Circuit Interrupters (GFCI). All portable generators shall have properly functioning GFCI outlets. GFCI receptacles shall be tested monthly with a multi-range GFCI tester (the tests shall be documented) to insure the GFCI is properly functioning and protecting the worker.
- Electrical equipment or machinery shall be de-energized and rendered inoperative by the electrician performing Work on the system. Any company performing Work on electrical equipment shall develop a "task-specific" lockout/tagout safety plan. Lockout/Tagout shall

be performed in accordance with 29 CFR 1910.147. The failure to follow lockout/tagout procedures will result in immediate removal from the Project.

Scaffolds

Scaffold Work shall be performed in accordance with 29 CFR 1926, Subpart L:

- Lean-to scaffolds and makeshift platforms shall be prohibited.
- Scaffolds shall not be used for storage of materials except material currently being used.
- All scaffolds shall be adequately designed to carry, without failure, Four (4) Times the maximum intended load. At no time shall any scaffold be overloaded.
- All scaffolds shall be maintained in safe condition. Scaffolds damaged or weakened, from any cause, shall be immediately removed from service.
- Scaffolding more than Six (6) Feet above the working surface shall have standard guardrails and toeboards properly installed.
- Each Contractor working with scaffolds shall designate, in writing, the name of their designated Competent Person for erection, dismantling, altering and moving of scaffolds.
- Scaffolds shall be inspected prior to each shift by the designated Competent Person.
- Proper access shall be provided for all employees to working areas. Employees shall not climb on cross-bracing to access scaffold.
- Scaffolds shall be erected on sound, rigid surfaces. Base-plates and mud-sills shall be used with all scaffolds. Unstable objects such as brick, block, etc. shall not be used to support scaffolds.

Welding and Cutting

Welding and Cutting Work shall be performed in accordance with 29 CFR 1926, Subpart J:

- Welding leads and cutting hoses shall be kept clear of walkways and stairways.
- Flash arrestors shall be installed on both oxygen and acetylene hoses at the regulator connection.
- All welders shall wear approved eye and head protection when welding. All personnel assisting the welder shall also wear approved protective eye protection.
- Prior to welding or cutting a "20-ABC" rated fire extinguisher shall be within easy reach of the worker. A fire watch shall be stationed at all locations where sparks and/or flames may fall to a lower floor/work area or to another side of a wall.
- A suitable cylinder truck, with chain, shall be used to keep cylinders from being knocked over while in use.
- Spent welding rods shall be picked up and disposed of daily.
- When practical, all welding and cutting operations shall be shielded by non-combustible or flame-proof screens.
- Oxygen and acetylene cylinders shall not be stored inside buildings.

- Rubber boot protectors shall be provided on all welding leads where they make

connections at the welding machine.

- All Contractors performing any welding or cutting activities shall ensure compliance with OSHA 29 CFR 1926.1153 rules and regulations to prevent any silica exposure.

Cranes

Crane Operations shall be in accordance with 29 CFR 1926, Subpart N:

The following requirements shall be followed by the Contractor and all tiered Subcontractors for all cranes entering the Construction Area:

- All hydraulic and lattice boom cranes operating on the Construction Site shall be equipped with a functioning "anti-two blocking" device.
- The operator shall know the weight of every suspended load, regardless of size.
- All cranes shall have an annual inspection (completed and certified by a nationally recognized crane inspection organization).

All crane operators shall be qualified prior to operating any crane on the Job Site:

- Operators shall meet the requirements of Chapter 5, ANSI B30.5c-1992.
- An up-to-date résumé detailing the operator's qualifications (i.e., years of experience, pervious jobs worked on, etc.) shall be maintained in the Contractor's and/or any Subcontractors and Sub-subcontractor’s files at the Job Site.
- Before any operator is allowed to operate a crane on the Construction Site, the Contractor and/or Subcontractors and Sub-subcontractors shall have the operator perform a functional operation appraisal to ensure the operator is qualified. This shall be documented and maintained on file.

Cranes shall be inspected for safety-related deficiencies and defective/damaged parts that effect the safe operation of a crane. Cranes shall be immediately removed from service until repairs can be made. The following inspection criteria shall be followed:

- After set-up and prior to initial lift;
- Before each shift;
- After every malfunction;
- Manufacturer's inspection guidelines.

Motor Vehicles and Heavy Equipment

Heavy Equipment Work shall be performed in accordance with 29 CFR 1926, Subpart O:

- All employees who operate equipment and vehicles shall have sufficient experience with that particular piece of equipment and shall be trained in the safe operation of that equipment.
- All heavy equipment including: cranes, forklifts, dozers, endloaders, etc. shall have a reverse signal/back-up alarm audible above surrounding background noise.
- No one shall ride in a vehicle or mobile equipment unless they are in a seat (exceptions, if the equipment is designed to be operated while standing up). Riding in the back of pick-up trucks shall not be allowed.
- All motor vehicles and equipment brought on-site shall be thoroughly inspected and shall

be in safe operating condition.

Demolition Activities

All Contractors performing any removal or demolition activities shall ensure compliance with OSHA 29CFR 1926.62 rules and regulations to prevent any lead contamination.

13.0 Infectious/Communicable Disease Plan (ICDP)

Objective

The Contractor recognizes that public health promotes the welfare of the entire population, ensures its security and protects it from the spread of infectious/communicable diseases. The Contractors further recognize that Federal and State Governmental responsibilities for public health extend beyond voluntary activities and may include additional authorities such as orders related to quarantine, isolation, stay at home, travel restrictions, work restrictions, or other requirements to protect each person on the job site.

Policy Statement

By Contract, the Contractor, all Subcontractors and Sub-subcontractors on the Project Site shall comply with any orders, requirements or recommendations issued by the following entities regarding infectious or communicable diseases:

- Federal Department of Health and Human Services Center for Disease Control (CDC)
- Federal Occupational Safety and Health Administration
- Pennsylvania Department of Health
- The Office of the Governor of Pennsylvania
- Any other applicable federal, state and local requirements.

The on-site supervisory personnel are responsible for the actions of those they supervise, for maintaining safe and healthy working conditions in their areas of responsibility, and for strictly enforcing, at a minimum, the following safety and health protocols during periods of active orders related to quarantine, isolation, stay at home, travel restrictions, work restrictions, or other requirements.

Common Practices

A. Control of Worksite and Contractor responsibility for Common Protocols
    1. Each Prime Contractor shall appoint a pandemic safety officer properly trained to provide controls and oversight of procedures related to site and building controls and cleanliness and in particular to coordinate entry of each worker prior to entering site. General Contractor's pandemic safety officer shall be called "coordinator" and shall be the coordinator of personnel information for site access and shall perform the following limited duties to coordinate common protocols between all Contractors.
        a. Verify that any person entering the worksite has received an orientation

regarding worksite protocols specific to the current disease and/or orders and provide the orientation to any personnel who has not completed it.

b. Perform any other verification or checks of each worker in accordance with current order, requirements. or recommendations issued by agencies list in the “Policy Statement” of this Article.

c. Verify and record that adequate and designated wash and toilet facilities are being properly cleaned on a regular basis as agreed to by the Contractors.

d. Collect all visitor and orientation data and provide electronically to Owner, CM and all contractor superintendents when required.

2. GC shall provide any common disease related signage to communicate key OSHA, CDC and other governmental recommendations (and post signage where appropriate) to staff and tradespeople. Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in other workplace areas where they are likely to be seen when required by current health guidelines or at the request of the CM, Architect, or Owner.

B. GC to provide temporary toilet facilities and hand wash stations in a minimum quantity of 1 for every 10 persons on the jobsite on a regular basis.

a. Wash stations and toilet facilities should be paired together and placed in locations for easy access by personnel and for cleaning operations.

i. All facilities are to be posted with proper hand washing procedures.

ii. All facilities are to be cleaned and sanitized daily. Avoid cleaning techniques, such as using pressurized air or water sprays, that may result in the generation of bioaerosols.

iii. All facilities are to be supplied with toilet paper, paper towels and hand sanitizer or soap and water.

iv. All facilities are to be provided with disposable plastic waste bags of sufficient size to handle daily waste. Bags are to be supported in containers or frames to keep them upright, open and accessible.

C. GC shall perform daily sanitizing, cleaning and providing supplies for all wash stations and toilet facilities both permanent and temporary. GC shall also provide regular sanitizing and cleaning of all touch surfaces and other areas as noted below.

a. Avoid cleaning techniques, such as using pressurized air or water sprays that may result in the generation of bioaerosols.

Recommended Minimum Plan Protocols:

A. Control and Cleaning of Worksite:

1. Identify and use defined entrances and exits for trades people.
2. Develop site specific procedures for the receiving of deliveries and unloading.
3. Limit visits from third parties not specifically involved in the work process.
4. To the maximum extent possible, continue to promote social distancing and support

the containment of propagation should it arise.

5. The Contactor shall be diligent in the frequency of cleaning especially in enclosed spaces. It is recommended that knobs and handles on all entry doors, faucets, toilets, coffee machines and water coolers be cleaned daily. Frequent cleaning of all surfaces that are handled by personnel will be necessary. Avoid cleaning techniques, such as using pressurized air or water sprays that may result in the generation of bioaerosols.
6. All offices at jobsites shall implement additional cleaning measures as recommended by the CDC. Employees are responsible for cleaning their workstation area with disinfectant wipes.
7. Identify specific locations and practices on the site and in the building for daily trash such as: paper, hand towels, food containers, etc. Instruct workers responsible for trash removal in proper PPE/hand washing practices.
8. Any other measures deemed to increase the safety or limit the propagation of the virus.

B. PPE and Recommendations for Individuals:

1. Workers are to be instructed to clean their hands often with an alcohol-based hand sanitizer that contains at least 60-95% alcohol or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
2. As written above, PPE is the responsibility of each contractor. Do not share personal protection equipment (PPE). Ensure used PPE is disposed of properly.
3. Utilize disposable gloves where appropriate and instruct workers to wash hands after removing gloves and dispose of them properly.
4. Disinfect reusable supplies and equipment.
5. In such cases when dictated by the CDC or other entity as listed in the “Policy Statement” of this Article, appropriate face masks, face shields and other PPE must be worn. For specialized activities which mandate work in close proximity, contractors shall develop site specific written work plans and procedures to carry out the work.
6. Any other measures deemed to increase the safety or limit the propagation of the virus.

Government Reference Sources Applicable to Current Orders:

- PA GCAP - https://www.mbawpa.org/news/covid-19-response/
- Centers for Disease Control and Prevention - https://www.cdc.gov/coronavirus/2019-ncov/index.html
- AGC of America has assembled general guidance and links to information from our federal agency partners and health organizations. https://www.agc.org/coronavirus-covid-19
- For OSHA standards and directives and other related information that may apply to worker exposure to COVID-19, visit their website: https://www.osha.gov/SLTC/covid-19/standards.html

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SECTION 011100 – SUMMARY OF THE PROJECT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed under Owner's separate contracts.
4. Work sequence.
5. Contractor's use of site and premises.
6. Coordination with occupants.
7. Specification and Drawing conventions.
8. Miscellaneous provisions.

B. Related Requirements:

1. Section 011400 “Work Restrictions” for limitations governing use of Project site.
2. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
3. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 PROJECT INFORMATION

A. Project Identification: HS Athletics Facility Phase 3 Renovation.

1. Project Location: 801 N 13th Street, Reading, PA 19604
2. Applicable County: Berks
3. Applicable Local Municipality: City of Reading

B. Owner: Reading School District, 800 Washington Street, Reading, PA 19601. Telephone: 484-258-7000

C. Owners Representative Identification: The Construction Manager (CM) for the Project is CHA, 1 East Broad Street, Suite 310, Bethlehem, PA 18018. Telephone: 610-865-3000.

D. Architect Identification: Hord Coplan Macht dba Schradergroup Studio, 555 E North Lane, Suite 5100, Building D, Conshohocken, PA 19428. Telephone: 215-482-7440.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Selective demolition
2. Renovations
3. Associated site work

B. Project will be constructed under coordinated, concurrent multiple contracts. See Section 011200 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinator.

1. General (GC)
2. Mechanical (HC / MC/ HVAC)
3. Electrical (EC)
4. Plumbing/Fire Protection (PC)
5. Other as determined or required by Owner.

C. Testing:

1. Contractors are to perform all factory, Source Quality Control, or shop testing and any other testing required.
2. Contractors are to perform any field testing of electrical systems or data wiring systems.
3. Contractors are to perform testing of above or below ground pipes, ductwork, and mechanical systems including pressure, air, water, or vacuum testing required.
4. Contractors are to perform any other field testing that may be required by Specification Divisions 02-33 or not included by the Owner’s Testing Agent.
5. All contractor testing shall be performed in the presence of the Construction Manager and/or (if required) in the presence of the municipal agency having jurisdiction.

D. Construction Waste Management for all Project activities is by each Prime Contractor. Construction Waste Management for any demolition work and any site features is by the Contractor performing the work.

E. The Contractor responsible for installation of the systems and equipment is responsible for commissioning each system. The minimum commissioning requirements in accordance with Section 019113 and other specific project requirements, including coordination and verification, shall be the responsibility of the Contractor.

1.5 WORK PERFORMED UNDER OWNER’S SEPARATE CONTRACTS

A. Cooperate fully with Owner and separate Owner-hired firms and/or agencies so work may be carried out smoothly, without interfering with or delaying Work under this

Contract. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

1. Construction Testing and Special Inspections:

    a. Conducted by separate firm hired by the Owner and will require the participation and cooperation of all Contractors.
    b. The Owner will procure and bear costs for **only the following:** field testing for earthwork, concrete, masonry, asphalt and concrete paving, fireproofing and firestopping, and structural steel.

2. Commissioning Verification Authority and HVAC Testing, Adjusting, and Balancing (CVA/TAB):

    a. Conducted by separate firm hired by the Owner and will require the participation and cooperation of all contractors.
    b. The Mechanical Contractor is responsible for all pressure testing of any pipes, ductwork, or field systems and for coordinating and supporting all the testing and balancing.

3. Indoor Air Quality Testing:

    a. Conducted by separate Firm hired by the Owner and will require the participation and cooperation of all Contractors.

4. Other contracts are at the Owner’s sole discretion.

1.6 WORK SEQUENCE

A. The entire Work shall be completed in compliance with the schedule below, the erosion and sedimentation control plan(s), and the milestone completion dates listed. Any deviations from these requirements shall be subject to the approval of the Construction Manager. The Owner reserves the right to enforce liquidated damages for contractor’s non-compliance with any of the phasing, milestone, and substantial completion dates.

1. The Notice to Proceed will be issued by February 14, 2027
2. Completion for each phase and milestones are noted below and must be strictly complied with.
3. The schedule for all contracts is as follows:

    a. Construction may commence in the gym on April 12, 2027
    b. Project Substantial Completion and beneficial use of all new components – September 10, 2027
    c. Project Final Completion – October 1, 2027

B. See Phasing Plan(s) for milestone dates. The contractors’ sequence and CPM schedule shall incorporate all milestone dates and comply with all dates noted therein for completing the Project. The dates provided are the milestone completion dates which

will be enforced. All building systems are to be installed in compliance with the milestone dates identified on the Phasing Plans.

C. Construction work for the building shall be performed in a sequence to ensure that all building systems are systematically installed in an efficient manner. The mechanical and electrical rooms shall be constructed in an early sequence to permit rough-in by the Mechanical, Electrical, and Plumbing trades and to ensure proper operation of life safety systems in occupied areas of the building in the timeframes identified on the Phasing Plans.

D. Contractor is to clean and turn over the building in a sequence for Owner fit-out needs but not occupancy, at least one month prior to the substantial completion date or as stated on the Phasing Plans.

E. If the Notice to Proceed or a required permit or approval from an approval agency that is required for start of work is delayed for any reason beyond the control of any Prime Contractor that prevents the Contractor from performing Work, all subsequent phased completion dates and milestone completion dates will be adjusted by the exact same number of days.

F. If a specific milestone or phased completion date is delayed for any reason beyond the control of any Prime Contractor that prevents the Contractor from performing Work, and the delay impacts subsequent milestone and phased completion dates, remaining milestone and phased completion dates will be adjusted by the exact same number of days.

G. Liquidated damages apply for all phased completion dates and milestone completion dates shown on the Phasing Drawings.

H. A. All Work must be completed in accordance with the Phasing Drawings, the Project NPDES permit requirements for stormwater discharges associated with construction activities issued under Chapter 102 by the Department of Environmental Protection (DEP) and authorized county conservation districts (CCDs), the approved Project schedule, and in a sequence approved by the Architect, Engineer, and Owner. Each prime contractor shall complete and submit required Visual Site Inspection Reports (VSIRs) and other DEP compliance documentation in compliance with the Owner's NPDES permit and DEP requirements and shall submit the appropriate application forms to the appropriate County Conservation District.

I. The Phasing Plans identify timeframes necessary for the Owner to complete moving operations for occupancy of individual building areas. In the event of any delay in the Work that will impact the relocation or moving of Owner's operations, furnishings, or equipment, the Owner has the discretion to adjust its move or relocation milestone schedule by up to 30 days. Such action by the Owner shall be issued in writing to the contractor not less than 30 days prior to the anticipated milestone date.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

A. Contractors shall comply with the requirements of Section 011400, "Work Restrictions."

B. General: Contractor shall have limited use of Project site for construction operations as designated on the Phasing Plan(s) during construction period. The site is surrounded by uses such as an existing high school building (to remain), athletic fields, residences, businesses, public park, and public streets. The Contractor must coordinate activities and cooperate with adjacent uses including any of their construction activities. Contractor must also schedule, coordinate, and perform construction activities to avoid disruption of ongoing operations. Contractor must schedule and perform certain work on weekends and holidays to avoid disruptions. This may include street and utility work.

C. Contractors shall place trailers and materials in designated areas as indicated on Phasing Plan(s) and in coordination with Construction Manager.

D. Burial of waste materials is not permitted.

1.8 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy existing High School Project site and adjacent fields during 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 day-to-day operations.

1. Maintain access to existing walkways and other adjacent occupied or used site facilities. Do not close or obstruct walkways, driveways, or other occupied or used areas without written permission from Owner and approval of authorities having jurisdiction.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
2. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Technical Specifications are organized into Divisions and Sections using the CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the section text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

    a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
    b. All references to days shall mean calendar days unless otherwise designated.

C. Division 00 Procurement and Contracting Requirements: General provisions of the Contract, including the General Conditions, apply to all Sections of the Specifications.

D. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

E. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications.

1.10 MISCELLANEOUS PROVISIONS

A. Local Municipal Approvals & Permits: The Contractor shall submit, with NO mark-up, the cost of building permits and inspection fees required for the work. The Owner will reimburse the Contractor for fees paid to the authorities having jurisdiction. The Contractor shall secure and arrange for all the necessary utility connections and municipal or agency approvals or permits required for the Project unless specified otherwise.

B. Contractors must obtain all necessary state, county, or local municipal approvals prior to substantial completion.

C. Prior to acceptance as substantially complete, all general construction, all mechanical, electrical, and plumbing systems shall be complete, fully operational, tested as required, inspected by approval authorities, and certified complete.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Contractor shall complete all work in the time period specified in the Contract. Contractor(s) shall include all necessary time and the related cost required including but not limited to; overtime, shift work, weekends, and holidays in order to complete the work as specified within the Contract time.

END OF SECTION 011100

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SECTION 011200 – MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.

B. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.

C. Related Sections include the following:

1. Division 01 Section 011100 "Summary of the Project" for the Work covered by Contract Documents and for work sequence.
2. Division 01 Section 011400 "Work Restrictions" for use of the Project site and for requirements for continued Owner occupancy of premises.
3. Division 01 Section 013100 "Project Management and Coordination" for general coordination requirements.
4. Division 01 Section 013117A “Coordination Drawings” for specific drawing coordination requirements and responsibilities.
5. Division 01 Section 015000 "Temporary Facilities and Controls" for specific requirements for temporary facilities and controls.
6. Division 00 Section “Safety and Health Management Plan Project Requirements” for responsibilities of individual Prime Contractors’ Health and Safety Plans including COVID-19 protocols established by CDC and OSHA.
7. Division 01 Section 011500 “Field Engineering” for specific requirements of field engineering services.
8. Division 01 Section 017419 “Construction Waste Management” for additional information and procedures.
9. Division 01 Section 019113 “General Commissioning Requirements” for additional information and procedures.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect and/or Construction Manager, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial (watertight and insulated) temporary closures.

B. Coordinate: The term “coordinate” means “to cooperate with related trades to furnish and install all connections between the trades in correct sequence size and location to create a complete system ready for intended use.”

C. Verify: The term “verify” means “to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item.”

D. Furnish: The term “furnish” is used to mean “supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations.”

E. Install: The term “install” is used to describe operations at the project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other trades, protecting, cleaning, and similar activities.”

F. Provide: The term “provide” means “to furnish and install, complete and ready for the intended use.”

G. Environmental Abatement: Environmental Abatement Work is included in the General Construction Contract. Any reference in the Contract Documents to the Environmental Abatement Contract, Environmental Abatement Contractor, Environmental Contractor, or EAC shall be understood to refer to the General Construction Contract or General Contractor, as applicable.

1.4 COORDINATION

A. Project Coordinator shall be responsible for coordination between the General Construction Contract, Plumbing Contract, HVAC (also referenced as Mechanical) Contract, and Electrical Contract.

1. General Construction Contractor shall act as and assume responsibilities of Project Coordinator which are designated throughout the Contract Documents.

B. HVAC, Plumbing/Fire Protection, & Electrical Coordinators, who shall be subordinate to Project Coordinator, shall be responsible for coordination between the Plumbing Contract, HVAC Contract, and Electrical Contract. The HVAC Contractor shall be responsible for the assembly of coordination drawings for himself and the inclusion of coordination drawings provided by the Electrical and Plumbing Contractors. The HVAC (Mechanical) Contractor shall be the primary M/E/P coordinator and shall be responsible for the preparation of AutoCAD electronic coordination drawings between HVAC, plumbing, and electrical trades. The Plumbing and Electrical Contractors shall provide such information electronically to fully coordinate their work with that of the other primes and in the format requested by the HVAC Contractor. All Prime Contractors shall cooperate and be responsible for preparation and compliance with coordination drawings. See Section 013117 for requirements for all Prime Contractors.

C. For this Project, Environmental Abatement shall be performed by a qualified, licensed, and insured Environmental Abatement subcontractor obtained by the GC. GC shall

coordinate all environmental abatement work in accordance with project phasing and safety requirements and scheduled activities of all other contractors.

D. GC shall coordinate all work in accordance with project phasing requirements and scheduled activities of all other contractors. GC shall perform cutting and patching of all roofing materials, including concrete and metal deck. Any structural reinforcement required is by the General Contractor.

E. The GC shall be responsible for for maintaining watertight conditions between the roof and curbs, pipes, and conduits for both permanent and temporary flashing. The MC, PC, and EC shall be responsible for providing temporary enclosures that are watertight for all roof penetrations and openings that are part of their scope of work in order to maintain watertight conditions beyond the roofer's flashings.

1.5 PROJECT COORDINATOR RESPONSIBILITIES

A. Project Coordinator: Full-time Project Coordinator shall be experienced in administration and supervision of building construction, including HVAC, plumbing, and electrical work.

1. Coordination activities of Project Coordinator include, but are not limited to, the following:

a. Provide overall coordination of the Work.
b. Coordinate shared access to workspaces.
c. Coordinate product selections for compatibility.
d. Provide overall coordination of temporary facilities and controls.
e. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
f. Coordinate construction and operations of the Work with work performed by each Contract.
g. Prepare Coordination Drawings to coordinate work by more than one contract except for HVAC, electrical, and plumbing coordination drawings which are the responsibility of the respective Contractors and primarily the HVAC Contractor.
h. Coordinate sequencing and scheduling of the Work. Include the following:

1) Initial Coordination Meeting: At the earliest possible date, arrange and conduct a meeting with contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
2) Prepare a combined Contractor's Construction Schedule and monthly updates for the entire Project. Base schedule on Preliminary Construction Schedule. Secure time commitments for performing critical construction activities from contractors. Show activities of each contract on a separate sheet. Prepare a summary sheet indicating combined construction activities of contracts.
a) Submit schedules for approval.

b) Distribute copies of approved schedules to Architect, Construction Manager, Owner, and contractors.

i. Provide quality-assurance and quality-control services specified in Section 014000 "Quality Requirements."
j. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
k. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
l. Perform field engineering, construction layout, and locate existing permanent benchmarks and control points. Provide similar reference points and establish permanent benchmarks, control points, and elevations on project site for use by other prime contractors and all trades.
m. Provide field surveys of in-progress construction and site work.
n. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked. Progress cleaning of building and site shall be performed on a daily basis. Site cleaning shall include removal of mud and debris from all areas and in particular all sidewalks and streets.
o. Provide final cleaning of building.
p. Coordinate cutting and patching.
q. Coordinate protection of the Work.
r. Coordinate firestopping.
s. Coordinate completion of interrelated punch list items.
t. Coordinate preparation of Project Record Documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
u. Collect Record Specification Sections from other contractors, collate Sections into numeric order, and submit complete set.
v. Coordinate preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
w. Coordinate efforts to meet the requirement for all Contractors and Subcontractors to dispose of their construction waste in accordance with the Construction Waste Management Plan in compliance with Section 017419.
x. GC shall subcontract an experienced Environmental Abatement Coordinator to assist the GC with the Environmental Abatement coordination activities, which include, but are not limited to, the following:
    1) Schedule and sequence environmental remediation construction activities.
    2) Coordinate sharing of access to workspaces with other contractors.
    3) Coordinate tests and inspections for environmental remediation work.
    4) Coordinate environmental remediation construction temporary services and facilities.

B. HVAC, Plumbing and Electrical Coordinators: Full-time HVAC, Plumbing, and Electrical Coordinators shall be experienced in coordination of HVAC, plumbing, and electrical construction, including coordination of type of operations required for this Project.

1. Coordination activities of HVAC, Plumbing, Electrical, and EAC Coordinators include, but are not limited to, the following:

    a. Schedule and sequence HVAC, plumbing, electrical, and general construction activities.
    b. Coordinate sharing access to workspaces by HVAC, electrical, and plumbing contractors.
    c. Coordinate integration of HVAC, electrical, and plumbing work into limited spaces.
    d. Coordinate protection of HVAC, electrical, and plumbing contractors' work.
    e. Coordinate cutting and patching for HVAC, electrical, and plumbing work.
    f. Prepare HVAC, electrical, and plumbing Coordination Drawings.
    g. Coordinate tests and inspections for HVAC , electrical and plumbing work
    h. Coordinate HVAC, electrical, and plumbing temporary services and facilities.

2. Refer to Section 013117 Coordination Drawings for specific requirements.

1.6 GENERAL REQUIREMENTS OF CONTRACTS

A. Extent of Contract: Unless the Contract Documents contain a more specific description of the Work, names, and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.

1. Unless otherwise indicated, the Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
3. Trenches for the Work of each contract shall be provided by each contract for its own Work unless noted otherwise.
4. Cutting and patching for the Work of each contract shall be provided by each contract for its own Work except where indicated otherwise on the Drawings or Specifications. Refer to Section 017329 Cutting and Patching.
5. Firestopping for the Work of each contract shall be provided by each contract for its own Work.
6. Submit schedules showing construction operations sequenced and coordinated with overall construction and provide all scheduling and coordination information required for the complete scope of work.
7. Refer to Section 011500 “Field Engineering’ specification for responsibilities of each trade.

B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions .

C. Temporary Facilities and Controls: See specific responsibilities for temporary facilities and controls indicated in Division 01 Section "Temporary Facilities and Controls," and noted on the Contract Documents.

D. The Contractor responsible for installation of the systems and equipment is responsible for commissioning each system. The minimum commissioning requirements in accordance with Section 019113 and other specific project requirements, including coordination and verification, shall be the responsibility of the Contractor.

1.7 MULTIPLE PRIME COORDINATION CLARIFICATIONS

A. General Contractor shall furnish and install all lintels and structural supports required for openings and recesses in new and existing construction to allow the passage of the Work of his Contract and the Work of the Plumbing/Fire Protection, HVAC, and Electrical Prime Contracts unless otherwise noted in the Construction Documents.

B. General Contractor shall also provide chases and openings 12” x 12” or larger for equipment in new and existing construction, including all roof areas, as directed, supervised, located, marked, and configured within the project structure, by the Plumbing, HVAC, and Electrical Prime Contractors' personnel onsite. These openings shall be sealed by the prime contractor requiring the opening until permanent equipment is in place and flashings are installed by the GC. All sleeves, conduits, and sealing of the same shall be furnished and installed by the prime contractor that requires the access for installation of systems. Roofing Subcontractor to the GC shall perform cutting and patching of roof materials as directed by the other Prime Contractors for the implementation of their work.

C. GC and its Roofing Subcontractor are responsible up to curb flashings. The HVAC Contractor shall layout all openings and curbs and shall furnish all fully assembled roof curbs to GC for installation. GC shall provide all blocking and accessories to install curb(s). Roofing Subcontractor will provide all temporary and permanent roofing and flashing to the curbs.

1. The GC shall be responsible to maintain watertight conditions between the roof and curbs, for both permanent and temporary flashing.
2. HVAC Contractor is responsible to seal any temporary or permanent equipment openings and install new equipment keeping the opening watertight at all times.
3. The Prime Contractors shall be responsible to seal all pipes, conduits, roof openings and penetrations until permanent equipment and flashing is installed.

D. During placement of concrete slabs, each Prime Contractor that has rough-in requirements in the slab shall provide on-site personnel while slabs are being poured to direct, supervise, locate, mark, and configure rough-in requirements. Sleeves required for floor, wall, and roof penetrations shall be furnished and installed by the Prime Contractor(s) that require the sleeves. The Prime Contractor using the sleeves is responsible for installing sealant, fire-safing, and/or escutcheons necessary for a finished installation.

E. Prime Contractors who fail to properly coordinate their work in new and existing construction work and whose work requires an opening, or recess, in completed construction shall be responsible to provide that alteration; to furnish and install lintels and structural supports required; and to patch the construction to match the completed unaltered.

F. General Contractor shall apply sealant around wall mounted outside air intake louvers provided and installed by the HVAC Contractor.

G. General Contractor shall provide sanitary and storm sewer system from a point five feet outside the perimeter of the building, unless noted otherwise. Plumbing Contractor shall provide sanitary and storm system within building and underground to a point five feet outside the building perimeter, unless noted otherwise and shall make final connection to storm and sanitary system. The Plumbing Contractor shall provide and install grease interceptor and make final connection to sanitary sewer piping outside the building and five feet beyond final connection with sanitary system.

1. General Contractor shall provide all tanks, pumps, floats, control panel piping etc. for onsite sanitary system. EC to provide exterior electrical backboard to accommodate control panel, power, transformers, and disconnect. GC to provide all power and controls from system components to control panel EC to provide power connection to GC provided control panel.
2. For interior roof drainage, General Contractor to furnish and install roof drains and emergency roof drains (roof drains specified in Plumbing specifications and indicated on plumbing drawings). Plumbing Contractor to connect to roof drain outlet and extend piping from roof drains to 5’-0” beyond building with final connection to site storm piping. Plumbing Contractor to connect to emergency roof drains and extend piping to termination location as indicated on plumbing plans with all required termination fittings.

H. General Contractor shall provide domestic and fire suppression water supply system from a point five feet outside the perimeter of the building unless noted otherwise. Plumbing Contractor shall provide plumbing water supply system within building and underground to a point five feet outside the building perimeter and shall make final connection to water supply system. The Plumbing Contractor shall provide fire suppression system within building and underground to a point five feet outside the building perimeter, unless noted otherwise, and shall make final connection to water supply system.

I. All grease waste piping inside and outside of the building is by the Plumbing Contractor. The complete grease interceptor system install shall be by the Plumbing Contractor, including site piping beyond 5'-0”.

J.

K. General; Plumbing, HVAC, and Electrical Contractors shall disconnect items of food service equipment scheduled for non-reuse, relocation, or reuse.

L. General Contractor responsibilities for gas service shall be excavation/trenching, installation of screening bed for gas piping and backfill of any trenching or related

excavation for the gas line installation. All work to be in accordance with Met-ED specifications and requirements.

M. Plumbing Contractor shall provide all gas service piping throughout Site Area and shall make final connections to equipment.

N. Plumbing Contractor shall make final connections and shall provide valved connections to make-up water feeders to loop water system and dual temperature system, as indicated.

O. The Electrical Contractor shall lock out and tag circuit breakers and switches and shall check cables and wires to ensure they are de-energized to ground potential before Work begins

P. Electrical Contractor shall provide electrical service and connection of food service equipment and auxiliary equipment.

Q. Plumbing Contractor shall provide water and sewer connections to food service and auxiliary equipment.

R. Plumbing Contractor shall make final connections on gas-fired equipment including all kitchen equipment and the emergency generator.

S. Interior concrete bases and pads required for plumbing, fire suppression, heating, ventilation, and air conditioning, and electrical equipment shall be provided by the contractor installing the equipment unless noted otherwise.

T. General Contractor shall provide exterior concrete pads and bases with exception of exterior light bases, generator pad and transformer pad. Exterior light pole bases, generator pads, and transformer pads are by the Electrical Contractor.

U. HVAC and Plumbing Contractors shall provide control interlock wiring for their associated system equipment.

V. Electrical Contractor shall provide disconnect switches for HVAC and Plumbing system equipment except where such items are factory installed as an integral part of the equipment.

W. Electrical Contractor shall provide manual motor starters, or magnetic motor starters, for HVAC and Plumbing equipment except where such equipment is provided with factory installed starters as an integral part of the equipment or equipment control panel. Variable frequency drives shall be an integral part of HVAC equipment and HVAC variable speed pumping package.

X. Electrical Contractor shall provide fuses for disconnects and disconnect/starter switches. HVAC and Plumbing Contractors shall furnish the Electrical Contractor with required motor data to properly size and select fuses and overload protection in accordance with the National Electrical Code requirements. HVAC and Plumbing Contractors shall furnish to the Electrical Contractor the equipment manufacturers' circuit protection data.

Y. Where fireproofing is indicated for the project, each Prime Contractor shall install clips, hangers, supports, sleeves, runners, and other items required prior to installation of fireproofing. Each Prime Contractor shall protect fireproofing material; damages to fireproofing shall be repaired by the General Contractor and charged to the Prime Contractor responsible for the damage; this includes items installed out of sequence.

Z. Plumbing, HVAC, and Electrical Contractors shall provide miscellaneous steel members for support of hanging systems installed under their contract and shall reinforce joists for non-panel point concentrated loads. When run parallel to joists, hanging systems shall be supported from steel installed perpendicular to joists and spanning a minimum of three (3) joists. All miscellaneous steel required shall be provided by contractor installing the systems under their contract; do not use joists for support. Supporting from metal roof deck and deck systems is prohibited.

AA. General Contractor shall provide door louvers.

BB.

CC. HVAC Contractor shall set controls, panelboards, and appurtenances installed in pipe lines and ductwork and shall provide control wiring.

DD. Electrical Contractor shall provide devices, wiring within casework, and final connections for educational casework as provided for in the Contract Documents.

EE. Plumbing Contractor to provide all fixtures, traps, etc. to provide all installation and final connections of sinks, faucets, and fittings. Coordinate this work with the General Contractor as provided in the contract documents.

FF. PlumbingContractor to coordinate tie-in of sprinkler system to fire alarm system with Electrical Contractor. Plumbing Contractor to provide flow and tamper switches for connection to fire alarm system.

GG. Plumbing, HVAC, and Electrical Prime Contracts shall furnish any access panels which are required for access to their work. Coordinate opening requirements with the General Contractor for installation by GC.

HH. HVAC Contractor to furnish and install all exterior vents and louvers.

II. The disconnection and/or reconnection of existing equipment shall be by the Plumbing/ HVAC/ Electrical Contractor as applicable.

JJ. All roofing work will be performed by GC:

1. GC shall coordinate all work in accordance with project phasing requirements and scheduled activities of all other contractors. GC shall perform cutting and patching of all roofing materials including concrete and metal deck. Any structural reinforcement required is by the General Contractor.
2. Reference Article 1.7.B of this Section for additional requirements.

1.8 MULTIPLE PRIME COORDINATION FOR ELECTRONIC/ELECTRIC TEMPERATURE CONTROLS, Division 23

A. The HVAC Contractor is defined herein to include the work of the Mechanical Contractor, H.C., M.C., ATC Sub-Contractor, and/or BAS Contractor.

B. The HVAC Contractor shall provide wiring, fiber, and data cable between all Ethernet Network Controllers Standalone Digital Control Units, workstations, software, sensors, transducers, relays, valves, dampers, damper operators, control panels, and other accessory equipment, along with a complete system of electrical interlocking wiring to fill the intent of the specification and provide for a complete and operable system as specified in Division 23.

C. The Electrical Contractor shall provide electric power wiring to new plumbing and HVAC equipment. HVAC Contractor shall provide electric power wiring and control wiring for ATC equipment and devices.

D. The Electrical Contractor shall furnish duct smoke detectors. The Mechanical Contractor shall install duct detector in ducts. The Electrical Contractor shall wire the duct smoke detectors to the fire alarm system. The Electrical Contractor shall provide fire alarm relays adjacent to the mechanical equipment, and the Mechanical Contractor shall wire to the ATC/BAS system to de-energize the fan.

E. The Electrical Contractor shall provide the kW/KWH transducer specified at each secondary metering location. The HVAC contractor shall provide control wiring to the points specified.

F. The Electrical Contractor shall provide auxiliary contacts on generator/transfer switch as required in the points list in Division 23. The HVAC Contractor shall provide control wiring to the points.

G. The HVAC Contractor shall provide all interlock wiring specific to equipment.

1.9 GENERAL CONSTRUCTION CONTRACT (GC) (Contract No. 1)

A. The Work under the General Construction Contract includes site work, demolition, architectural and structural construction, and other activities traditionally recognized as general construction required by any of the Contract Documents including, but not limited to, the architectural, civil, structural and food service drawings, specification Divisions 00 through 14, , except when specifically assigned to another Contract for construction. Work in the General Construction Contract includes, but is not limited to, the following:

1. Field engineering, site and building layout.
2. .
3. Environmental Abatement Work performed by a qualified, licensed, and insured Environmental Abatement subcontractor as per Division 02.
4. Construction waste management for the entire Project and implementation of a Construction Waste Management Plan (CWMP) for the Project. Coordination and

preparation of final CWM report with information provided by all Prime Contractors.

5. Excavation and backfill of all site and utility trenches unless noted as responsibility of other contractors.
6. Site water supply and distribution.
7. Site sanitary sewer.
8. Site stairs, rails, and walls.
9.
10. Demolition of existing building components as noted and required for renovation and addition work.
11. Slabs-on-grade, including earthwork, sub drainage systems, and insulation.
12. Below-grade building construction, including excavation, backfill, and thermal and moisture protection.
13. Superstructure, including floor and roof construction.
14. Insulation and fireproofing.
15. Exterior closures, including walls, doors, windows.
16. Masonry work, rough and finish carpentry.
17. Framing for all roof and floor openings and supported equipment, including coordination for all roof work.
18. All roofing, roof drains, roofing accessories, installation of HVAC roof curbs, all blocking required for installation.
19. Interior construction, including partitions, doors (wood, hollow metal, aluminum, etc.), fittings, finish, hardware, and glazing.
20. Fire suppression specialties and fire-rated framing and glass.
21. Stairs, including railings and finishes.
22. Finishes.
23. Lockers.
24. Furnishings, including casework, specialty casework, and window treatments.
25. Firestopping of General Contractor work.
26. Temporary fire protection including fire extinguishers.
27. Openings including windows, doors, and hardware. Provide all aluminum windows, storefronts, entrance doors, curtainwalls, glass, and glazing.
28. Specialties.
29. Starting, commissioning, adjusting, and training of all General Construction systems and equipment in accordance with manufacturers' recommendations and in conjunction with Owner's Commissioning Verification and Testing Agent(s).
30. Provide all drywall, metal studs, insulation, wood, and acoustical ceilings and grid.
31. Provide all expansion joints and covers.
32. Clean existing brick to remain for the entire building envelope.
33. Installation of Owner-furnished items as noted on the plans and specifications.
34. Provide all blocking necessary to install Owner-furnished items.
35. Provide temporary egress stair, exterior door, and wall infill where indicated on Drawings.
36. Provide all necessary temporary partition, door systems, and ceiling support framework as part of the Project Phasing.

1.10 HVAC CONTRACT (MC/HC/HVAC) (Contract No. 2)

A. The Work under the HVAC Construction Contract includes all construction and other activities traditionally recognized as mechanical work required by any of the Contract Documents including, but not limited to, the HVAC drawings, specification Divisions 00, 01, 02, , 07, , 23 except when specifically assigned to another contract for construction. Work in the HVAC Contract includes, but is not limited to, the following:

1. Demolition of existing mechanical systems as noted and required for renovation work.

    a. Reclaim all refrigerant and disconnect any/all refrigerant line from existing equipment in existing building prior to removal of equipment.
    b. MC shall note that the boilers, boiler accessories, and concrete pads are to be removed in their entirety.

2. All HVAC work as shown and specified.
3. Boiler systems.
4. Loop water systems.
5. Chiller Systems.
6. Exhaust fan systems.
7. HVAC distribution including piping and ductwork.
8. Terminal and packaged units.
9. Energy recovery and other specialty HVAC equipment.
10. HVAC instrumentation and controls including ATC/FMS.
11. Air handling units and fan coil & packaged air handling units and all equipment as shown and called out in the Construction Documents.
12. Insulation for HVAC systems.
13. Ductwork accessories including grilles, registers, and diffusers.
14. Starting, commissioning, adjusting, and training for all HVAC systems and equipment in accordance with manufacturers' recommendations and in conjunction with Owner's Commissioning Verification and Testing Agent(s).
15. Coordination of HVAC commissioning, testing, adjusting, and balancing in conjunction with the Owner's Commissioning Verification and Testing Agent(s).
16. Coordinate work with all contractors including, but not limited to electrical, general, and plumbing contractors. Coordinate and confirm locations and rough-in for all work with all contractors. Make location adjustments as required.
17. Mechanical connections to equipment furnished under other contracts including dryer vents.
18. All roof curbs and accessories for HVAC equipment including louvers and vents; furnish curbs and layout for installation by GC.
19. Preparation of ductwork and HVAC/electrical coordination drawings.
20. Firestopping of HVAC Contractor Work.
21. Provide temporary heat, as required; refer to Section 015000.
22. Provide temporary dust and fume control machines as required.

1.11 ELECTRICAL CONTRACT (EC) (Contract No. 3)

A. The Work under the Electrical Construction Contract includes all construction and other activities traditionally recognized as electrical work required by any of the Contract Documents including, but not limited to, the electrical drawings, specification Divisions 00, 01, 02, , 07, , , , 26, 27, 28, except when specifically assigned to another contract for construction. Work in the Electrical Contract includes, but is not limited to, the following:

1. Demolition of existing electrical systems as noted and required for renovation work.
2. Site excavation required for electrical systems.
3. Site electrical distribution.
4. Site lighting including site pole concrete footing and bases.
5. Site communications and security.
6. Electrical distribution.
7. Electrical grounding.
8. Lighting and power branch wiring.
9. Communication and systems.
10. Special electrical systems, including the following:

11. As shown on the Construction Documents.Electrical connections to equipment furnished under other contracts.
12. Structural supports, hangers, sleeves and inserts.
13. Perform all starting, commissioning, testing, adjusting, balancing and training of all electrical systems and equipment in accordance with the manufacturers' recommendations and in conjunction with the Owner's Commissioning Verification and Testing Agent(s).
14. Luminaires, lighting controls and all accessories.
15. Fire detection and notification systems.
16. Conduits and raceway for special systems as required.
17. Emergency lighting systems.
18. Coordinate work with all contractors including, but not limited to plumbing, general and HVAC contractors. Coordinate and confirm locations and rough-in for all work with all contractors. Make location adjustments as required.
19. Cable tray for all work as specified.
20. Raceways for all work.
21. Spare site underground conduits.
22. All rough-in including conduit, pull wire in conduit, and back boxes for all work.
23. Floor and wall boxes for all work.
24.
25. Data jacks and related data equipment.
26. Wiring, terminations, accessories for complete CCTV system (conduit and Cat 6 cable).
27. Furnish and install all accessories, hangers, Velcro wraps, etc.
28. Provide electrical dimensions and drawings and assist HVAC Contractor in preparation of coordination drawings.
29. Firestopping of Electrical Contractor Work.
30. .
31. Furnish and install racks, patch panels, cross connect, and punch blocks.

32. Furnish and install wall jacks and face plates.
33. Provide equipment and all necessary wiring for interfacing of the following systems:

    a. HVAC equipment
    b. Temperature control
    c. Plumbing equipment
    d. Gymnasium equipment and operable partitions
    e. Motor-operated roller shades
    f. Theatrical lighting and control systems.

34. Provide final electrical power connection of educational casework. Provide all electrical wiring and devices within educational casework.
35. Furnish and install , path cables, PA speakers, , security cameras, network switches, audio enhancement system, and projectors as described in Contract Documents.
36. The EC is responsible for maintaining power to all areas of the occupied project for all phases of the project. Also see Section 015000 “Temporary Facilities and Controls” for temporary power needs.
37. The EC is responsible for maintaining existing fire alarm system in all Phased areas of construction.
38. Coordinate utility transformer installation and all primary and secondary cable terminations with local utility.

1.12 PLUMBING/FIRE PROTECTION CONTRACT (PC) (Contract No. 4)

A. The Work under the Plumbing Construction Contract includes all construction and other activities traditionally recognized as plumbing work required by any of the Contract Documents including, but not limited to, the plumbing drawings, specification Divisions 00, 01, 02, , 07, , , 22, except when specifically assigned to another contract for construction. Work in the Plumbing Contract includes, but is not limited to, the following:

    1. Demolition of water service and existing plumbing systems, equipment, and accessories as noted and required for renovation work. Disconnect and cap all utilities to plumbing items.
    2. Storm sewer and water service from five (5) feet outside building.
    3. Domestic water distribution including main water service systems.
    4. Domestic water systems booster pump.
    5. Plumbing fixtures including domestic water heater, combustion air, and vent.
    6. Sanitary waste.
    7. Natural gas piping. Stormwater drainage.
    8. Fire suppression system must be fully operational at the completion of each individual construction Phase.
    9. Perform all required Fire Protection system flushes and fills at the completion of each Phase.
    10. Plumbing connections to equipment furnished by the General Construction Contract, Plumbing Contract, HVAC Contract, and Electrical Contract.

11. Coordinate work with all contractors including, but not limited to electrical, general and HVAC contractors. Coordinate and confirm locations and rough-in for all work with all contractors. Make location adjustments as required.
12. Roof drain piping installation.
13. Firestopping of Plumbing Contractor Work.
14. Provide temporary water service for construction per Temporary Facilities.
15. Maintain operation of existing systems at occupied areas.
16. Contractor shall include temporary feeds (including additional piping and valves) and connection to permanent system.
17. Perform all starting, commissioning, testing, adjusting, balancing, and training of all plumbing systems and equipment in accordance with the manufacturers' recommendations and in conjunction with Owner's Commissioning Verification and Testing Agent(s).

1.13 OWNER-FURNISHED PRODUCTS

A. Owner will furnish products indicated. The Work includes providing support systems to receive Owner's equipment and making plumbing, mechanical, and electrical connections. Owner furnished products also includes existing items to be relocated by the Contractor (OFCR).

1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
3. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection.
4. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
5. Owner will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
6. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
7. Contractor shall review Shop Drawings, Product Data, and Samples and return them to Architect noting discrepancies or anticipated problems in use of product.
8. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site.
9. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
10. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
11. Contractor shall install and otherwise incorporate Owner-furnished items into the Work.

B. Owner-Furnished, Contractor Installed Products; (OFCI):
1. Toilet Room Accessories: Including but not limited to - paper, paper towel, and soap dispensers in all toilet rooms and in other areas as noted.

2. Other items as noted on the drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

SECTION 011400 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
   1. On-Site Work Hours: First and second shift work will be permitted between the hours of 6:00 a.m. to 10:00 p.m., Monday through Friday, unless otherwise indicated.

   2. District Holidays: Work is not permitted on any District Holiday, including Juneteenth, without prior written approval from the Owner or Construction Manager. Contractor is responsible for familiarizing themselves with the District calendar and workdays as approved in the Project schedule.
   3. Limits: Confine constructions operations to the legal property boundaries.
   4. Owner Occupancy: Owner will occupy the existing building site throughout the construction period. Refer to the Phasing Drawings, which outline the general sequence of construction as it relates to the Work being conducted on property. All contractors must comply with phasing and milestone dates listed in the Contract Documents.
   5. Perform the Work so as not to interfere with Owner's operations, or public access and adjacent public streets and residences. At all times, provide measures to ensure safe access by the Owner and the public.
   6. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's representatives, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

      a. Conduct construction operations in accordance with acceptable procedure to minimize noise and dust. Fugitive dust from roadways and the site is to be reduced by means of water sprayed from a water truck or tank supplied and operated continuously by the General Contractor during construction operations.
      b. General Contractor shall be responsible for site access control, coordination and cleaning of site and public roads. The General Contractor will arrange for roadway cleaning and mechanical sweeping on a daily basis as needed and directed by the Construction Manager.
      c. Use roadways, driveways, and entrances designated for construction only.

   7. Comply with the requirements of municipal agencies having authority and project NPDES permit requirements.

8. General Contractor shall provide protection, barriers, signage, and traffic controls necessary to maintain public streets and sidewalk access and to facilitate access to temporary and permanently occupied areas during construction.
9. All contractors shall provide protection, barriers, and signage for any specific scope of work under their contract that affects the public access on roads and sidewalks.
10. Comply with District tobacco use policies. In any case, smokeless tobacco use and smoking in any form, including vaping, is prohibited on the site and within any part of structure at any phase of construction.
11. Contractor will comply with all District regulations and policies while on District property, as well as any special regulations adopted by the Owner relating to this Project. Contractor, subcontractors, and their agents and employees shall not socialize with students or faculty.
12. Inappropriate language, dress, or conduct will not be tolerated on the construction site. Violations of the above shall be grounds for dismissal.
13. IDENTIFICATION: The Owner reserves the right to require all construction employees to be visually identified by the use of badges. In the event this security measure is implemented, the Owner will issue badges to all authorized employees in conjunction with the Prime Contractors and record their issuance with names, addresses, etc. Termination of employment of the construction employees will require the respective badges to be returned to the Owner for record keeping purposes. All employees must wear the badge on the job site. Employees without badges will not be permitted on the premises.
14. Contractor, subcontractors, and their agents and employees shall not be permitted in existing school facilities, absent receiving prior approval from Owner or Owner's Representative.
15. Any persons violating any of the above requirements shall be subject to immediate and permanent exclusion from the District site.

1.3 DELIVERIES

A. Delivery of materials shall comply with local traffic restrictions.

B. Refer to Section 01 74 19, "Construction Waste Management," for restrictions regarding delivery, removal, replacement, and servicing of dumpsters.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL:

A. ALL CONTRACTORS SHALL COMPLY WITH PROJECT PHASING PLAN(S) AND THIS SECTION SO EXISTING OPERATIONS ARE NOT AFFECTED.

B. The existing property is to be maintained in continuous operation during the entire construction period. Work is to be scheduled and conducted by each contractor such

that work will not impede vehicular traffic and activities, create potential hazards to existing facilities or persons at the site, or cause dust, odor, noise, or other nuisances. In performing the Work, all contractors shall plan their work to meet operating requirements and schedule any additional requirements outlined in this section to avoid interruption to any Owner operations.

C. Each Contractor has the option of providing additional temporary facilities that can eliminate a constraint in the Phasing and Milestones provided it is done without cost to the Owner and provided it does not require any other prime contractor to perform additional work, and provided that all of the requirements of these specifications are met. At all times, the Work must be completed in a sequence and fashion approved by the Owner. In the event of any delay in the Work that will impact the relocation or moving of furnishings or equipment, the Owner has the discretion to adjust its move or relocation milestone schedule by up to 30 days. Such action by the Owner shall be issued in writing to the contractor not less than 30 days prior to the anticipated milestone date.

D. Each contractor shall have on hand and in close proximity to the work, all tools, equipment, and materials, both temporary and permanent, to complete each work category without interruption. Prefabrication of assemblies shall be completed to the greatest degree possible prior to any building system shutdown to minimize the duration of the shutdown.

E. Unless otherwise specified, the contents of all tanks, pipes, and other vessels to be demolished are to be legally disposed of offsite by the contractor requiring the draining. No uncontrolled spillage will be permitted.

F. All cutting and demolition work that creates noise levels in excess of 50 dBA for adjacent occupied areas shall be performed after school hours, holidays or on weekends unless prior permission from the Owner has been obtained.

G. Utilities:

1. All utility interruptions shall be scheduled and shall be performed after school hours, holidays, or weekends unless prior permission from the Owner has been obtained.
2. Temporary shut-downs to tie in new electrical, data, and telephone services and systems are to be completed outside of normal operating hours and at times that are convenient to the Owner.
3. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

    a. Notify Owner not less than thirty days in advance of proposed utility interruptions.
    b. Do not proceed with utility interruptions without Owner’s written permission.
    c. Coordinate all proposed utility interruptions with Construction Manager.

END OF SECTION 011400

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SECTION 011500 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of field engineering services including, but not limited to, the following:

1. Construction layout.
2. Field surveying and recording of all underground utilities and stormwater.
3. Registered site drawings.

B. All work specified in this Section shall be provided and paid for by the General Contractor (GC) as noted below:

1.3 SUBMITTALS

A. Qualification Data: For land surveyor to demonstrate their capabilities and experience, include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Certified As-Built Underground Utilities Surveys: Submit two (2) copies signed, sealed, and dated by land surveyor. Certified surveys shall be provided on reproducible mylars and on electronic files in format as directed by the Architect and with Article 3.5.H.15.

C. Registered As-Built Site Drawing: Submit two (2) copies signed, sealed, and dated by registered surveyor within 14 days of Substantial Completion and certificate signed by the Land Surveyor that elevations and locations of Work are in conformance with the Contract Documents. Site drawings shall be provided on reproducible mylars and on electronic files in format as directed by the Architect and with Article 3.5.H.15.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally licensed qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Architect by owners of such Underground Facilities or others. Owner, Construction Manager, and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the General Conditions. Contractor shall verify the location of all underground utilities prior to any excavation.
4. GC is responsible, on behalf of the project facility owner, for providing the physical markings of all existing utilities including those on site as indicated on the drawings or that may be identified in the field. The locations shown on the drawings are approximate. The Contractor must include in his bid the cost for hand-dug test holes, or other means, to ascertain the precise position of such underground facilities on the site owned by the Owner. This verification should be performed for any utilities to be relocated, removed, modified, or that may otherwise interfere with planned work. The utilities in the public right of way will be identified and marked by the appropriate facility owner as per the requirements of the PA One Call Act as amended. Physical layout is to be performed in full compliance with the PA One Call PA Act 287 of 1974 as amended by Act 18 of 1996 and Act 50 of 2017.

3.2 CONSTRUCTION LAYOUT

A. General: The GC will be responsible to layout building foundations and column grid locations.

B. Layout for GC: GC shall be responsible for layout and location of all work under the General Contract.

C. Layout for other Trades: GC shall locate on-site control points, elevation control, and reference points for use by MEP Trades to perform their own layout and work.

3.3 FIELD SURVEYING

A. Identification: Owner will identify existing benchmark and control point.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.4 UNDERGROUND UTILITIES SURVEY

A. The Land Surveyor shall record the location, inverts, etc. of all the following underground utilities, beyond the exterior face of the building:

1. Storm water: Include all inverts, top of rim or grate, pipe sizes, and locations.
2. Storm water structures: Include elevations of all top of grate, bottom of structures, and pipe sizes.
3. Underground drainage system: Include inverts, top of rim or grate, and locations.
4. Underground electric, telephone, cable television, manholes, power and control lines, spare conduits for future uses, computer conduits, etc. Provide locations and elevations.
5. Sanitary sewer system including all structures: Provide locations, inverts, top of rim or grate, and bottom of structures.
6. Water distribution system, electric, telephone, and cable television lines shall be located at 50-foot intervals and at changes in horizontal and vertical direction of line. Around turns, where the radius is less than 100 feet, the interval shall be 25 feet.
7. Natural gas system distribution piping, piping sizes, locations, and elevations.

B. The Land Surveyor shall coordinate obtaining all the above improvements information with the Contractor making the installation since trenches for utilities will be backfilled as soon as the lines are installed.

C. Contractor shall prepare all drawings necessary to record the specified information. Drawings shall indicate all property lines, new and existing structures, etc.

3.5 CONTROL POINTS

A. GC shall provide engineering and layout for its work. In addition, the GC shall provide and maintain throughout the Project all building corners and column centerlines. GC shall provide floor control lines for each floor consisting of at least two perpendicular column lines per area and finish floor elevations. Each Prime Contractor shall be responsible for other surveys, engineering, layouts, etc., required in connection with their own work. Each Prime Contractor, at its own expense, is to provide stakes, templates, and labor required in laying out its work as is responsible for proper execution of the Work in accord with lines, levels, elevation, and dimensions indicated in the Contract Documents.

B. Contractor shall be responsible for checking the position of the reference points comprising the primary control prior to starting site work and shall notify Engineer of discrepancies found between actual and record measurements.

C. The existing reference points shall not be disturbed without prior written approval from the Engineer. If existing reference points are disturbed during construction, new reference points shall be installed by the GC to control the work. The locations of the new reference points will be approved by the Engineer prior to setting the new reference points.

D. Protection of monuments and stakes is the responsibility of GC. Replacement of damaged control and reference points shall be at Contractor's expense.

E. From the primary reference control provided by Owner, establish secondary control points necessary for the layout and construction of the Work. Secondary control shall consist of sufficient permanent points to establish the lines and grades for the various Work either directly or by offset. Layout lines for use in construction of the Work shall be established by the Contractor and taken directly from either the primary or secondary controls.

F. Secondary control shall be tied to and closed upon the primary control.

G. ACCURACY OF LAND BASED SURVEYS

1. Points for cross sections shall be located to the nearest 0.05 foot horizontally and vertically.
2. Vertical elevation surveys shall close within 0.05-foot times the square root of the length of the circuit in miles.
3. All grade stakes shall be set to 0.02 foot.
4. Alignment of tangents and curves shall be within 0.01 foot.
5. Points for structures shall be set to the nearest 0.02 foot, except where operational function of special features require closer tolerances.
6. Survey movement monuments shall be surveyed within an accuracy of 0.91 foot vertical and 0.01 foot horizontal.
7. Tolerances for all other Work shall be as shown or specified in the Contract Documents.
8. Survey instruments shall be accurate and shall be subject to inspection by Engineer for proper operation.
9. Electronic distance measuring (EDM) instruments used by Contractor on the Site shall be checked for calibration a minimum of once per month on an established base line approved by Architect and CM. Calibration results shall be kept in a logbook, available for Architect and CM review, showing the date and distances measured on the base line. An EDM shall not be used if it does not meet the minimum advertised accuracy published by the manufacturer of the EDM.
10. Defective instruments shall be promptly replaced, repaired, or adjusted to operate within the tolerances of the instrument manufacturer.
11. All work not performed with the methods and equipment as submitted by Contractor and accepted by Architect and CM shall be removed and replaced by Contractor at its own expense.

H. GC shall submit an electronic copy and a signed, sealed, mylar copy of a registered site drawing(s) prepared by a registered surveyor within 14 days of Substantial Completion and certificate signed by the Land Surveyor that elevations and locations of Work are in conformance with the Contract Documents. Drawing(s) shall include, at a minimum:

1. Property lines with metes and bounds.
2. North arrow.
3. Dimensions (overall) of structures.
4. Location of structures in relation to property lines.
5. Location and dimension of setbacks, easements, and rights-of-way.
6. Location of structures, wooded areas, water courses, rock outcrops, culverts, and other significant physical features on the site.
7. Name of Owners of the adjoining properties. Provide information on adjoining properties as required by the Township/Borough Ordinance including, but not limited to, lot number, plat name, recording reference number, etc.
8. Utility data as follows:

    a. Location of utility lines and structures including, but not limited to, electricity, gas, water, sanitary, telephone, cable, and fiber cable.
    b. Location and identification of storm sanitary structures including, but not limited to, manholes, cleanouts, inlets, catch basins, yard drains, and endwalls. Include elevations at top and invert of each structure.
    c. Location, size, type, and invert of pipes flowing into and from each storm and sanitary structure.

9. Locations and trunk diameters of existing trees and tree masses located within the project site.
10. Topographic contours with two-foot intervals for overall site plan.
11. Driveway and parking areas, sidewalks, stairs, ball fields (indicating limits of infields), running tracks, bleachers, and other physical features (e.g. lighting standards, fencing, benches, paving types (concrete, bituminous, brick) curb types (concrete bituminous), etc.).
12. Elevations at perimeter of buildings, sidewalks, areaways, curbs, finish floor elevations at each entry of each building, and other site elements. Provide sufficient spot elevations to indicate drainage patterns and vertical elevation changes (e.g. stairs, loading docks, etc.). Provide floor elevations inside building.
13. Names, dimensions, and rights-of-way of adjoining streets at intersecting driveways and streets along and within 100 feet of the property frontage.
14. Utilize the same benchmark as the original survey which is included as part of the drawing set.
15. Final drawing survey to be submitted electronically in either DXF or AutoCAD DWG format.

END OF SECTION 011500

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SECTION 012129 – QUANTITY ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain materials and equipment including installation are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. See Bid Form(s) for Project allowances.
2. NO CASH allowances for any purpose are included in the Project.

C. Related Sections include the following:

1. Division 01 Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
2. Division 01 Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Refer to individual Prime Contract Bid Forms for exact amount of material and unit prices.

1.3 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 UNUSED QUANTITY/MATERIAL ALLOWANCES

A. Use the quantity/material allowance only as directed by Construction Manager and Architect for Owner's purposes and only by Allowance Adjustments that indicate amounts to be charged to the allowance.

B. Allowance Adjustments authorizing use of funds from the quantity/material allowance shall include Contractor's related costs and reasonable overhead and profit margins permitted by the General Conditions.

C. At Project closeout, credit unused amounts remaining in the quantity/material allowance to Owner by Change Order.

1.5 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Construction Manager, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Construction Manager, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF QUANTITY/MATERIAL ALLOWANCES

A. **AS INDICATED ON THE INDIVIDUAL PRIME CONTRACT BID FORMS**. Include all allowances listed on the Bid Form and project drawings and specifications in the Base Bid price. Do not adjust allowances for any alternates unless specifically listed in the alternate.

END OF SECTION 012129

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Sections include the following:

1. Division 01 Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
2. Division 01 Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Division 01 Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

A. Unit prices, as stated on the Bid Form, are a price per unit of measurement for materials, equipment, or services, added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, taxes overhead, and profit.

B. Measurement and Payment: The Construction Manager and Architect will verify units of measurement with the Contractor. Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Specification Sections should be referenced for requirements and materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Prices are **AS INDICATED ON THE INDIVIDUAL PRIME CONTRACT BID FORMS**. Include all allowances listed on the Bid Form and project drawings and specifications in the Base Bid price. Do not adjust unit prices for any alternates unless specifically listed in the alternate.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing alternates.

1.3 DEFINITIONS

A. Alternate: An alternate is an amount proposed by Bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Base Bid to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate Work of the alternate into the Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated or mentioned as part of alternate.

B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other Work of the Contract including project schedule, milestones, and phases required for completion of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternates are listed on the individual prime contract Bid Forms. Contract Bid Form will identify each Alternate in a format such as: 1, 2, 3, etc.

B. Specification sections and drawings contain requirements for materials and systems necessary to achieve the Work described under each alternate.

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section 012200 "Unit Prices" for administrative requirements for using unit prices.
2. Division 01 Section 012129 "Quantity Allowances" for administrative requirements for using material allowance unit prices.
3. Division 01 Section 016000 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include an updated Contractor's Construction Schedule that indicates the effect of the change including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: For Change Order proposals use AIA forms provided by the Architect or CM.

1.5 ALLOWANCES

A. **CASH** Allowances are **not** included.

B. Material Allowance Adjustment: If a material allowance is included in the work, prior to performing any work included in a material allowance, the Contractor shall review the work with the Construction Manager. **No work shall be performed without prior approval of the Construction Manager**. The Construction Manager will verify and adjust material allowance amounts, based on the quantity of work required and by final measurement of work-in-place. The Contractor shall provide the Construction Manager with the following information:

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner, Contractor, Construction Manager, and Architect.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: The Architect may issue a Construction Change Directive on AIA Document. Construction Change Directive instructs Contractor to proceed with a change in the Work for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 01 Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Division 01 Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
3. Division 01 Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
4. Division 01 Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
5. Division 01 Section 013125 “Web-Based Project Management System” for administrative requirements for use of system.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 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 the following:

a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.

2. Submit the Schedule of Values to the Architect and Construction Manager at earliest possible date but no later than 14 days after the Notice to Proceed.

B. Format and Content: Use the Project Manual Table of Contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Schedule of Values shall be transmitted to the Architect and Construction Manager in .xlsx (Excel) or similar format.
2. Identification: Include the following Project identification on the Schedule of Values:

    a. Project name and location.
    b. Name of Architect.
    c. Name of Construction Manager.
    d. Contractor's name and address.
    e. Date of submittal.

3. Prepare Schedule of Values to clearly separate the work for each phase of the project scheduled to be occupied by the Owner.
4. Prepare Schedule of Values in compliance with costs loaded CPM schedule unless otherwise approved by Construction Manager.
5. 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 and in compliance with cost loaded schedule.
    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.
    g. Dollar value as percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round amounts to nearest whole dollar total shall equal the Contract Sum.

6. 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.
7. 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.

    a. Differentiate between items stored on site and items stored off site. Include evidence of insurance or bonded warehousing if required per Article 9.3.2 of Section 007216, General Conditions.

8. 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.
9. Allowances: **Provide a separate line item in the Schedule of Values for each allowance.** Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
10. 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.
    b. Mechanical, Plumbing, and Electrical Contractors shall include a separate Schedule of Values line item for coordination drawings.

11. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager 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 submission of each application for payment is the 25th day of each month. The period covered by each Application for Payment ends on the FINAL day of each month. Pencil copies of applications for payment shall be submitted in advance for review by Architect, Owner, and Construction Manager no later than the 20th day of each month. All payment applications must comply with project scheduling requirements. These dates are subject to change for the duration of the Project by the Owner prior to the first application for payment.

C. Payment Application Forms: Use AIA Documents as form for Applications for Payment. Provide certification signature lines for both the Architect and the Construction Manager. Utilize AIA G732-2019 or G732-2009, Construction Manager as Adviser Edition.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect 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 for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on site and items stored off site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Contractor shall either be required to:

1. Submit four (4) signed and notarized original hard copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours; or
2. Using a method reviewed and approved by the Owner.

    a. Should methods such the submission of Payment Applications through digital format be implemented, Contractors shall still provide a copy of the original notarized and signed hard copy of the Payment Application for the Owner’s files prior to the release of monthly payments unless waived in writing by the Owner and Construction Manager.

3. Contractor shall transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Initial Application for Payment: The following minimum administrative actions and submittals must precede the submittal of first Application for Payment:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's CPM Construction Schedule (preliminary, if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary, if not final).
7. List of Contractor's staff assignments.

8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of pre-construction conferences.
13. Initial settlement survey and damage report if required.
14. Construction Waste Management Plan.
15. Construction IAQ Management Plan (preliminary if not final).

The first payment application will not be processed unless these, and any other items required by the Construction Manager or Architect, are processed.

H. Application(s) for Payment when reduction in retainage is requested shall be submitted along with AIA Document G707A-1994, "Consent of Surety to Reduction or Partial Release of Retainage" and surety's executed appropriate Power of Attorney.

I. 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.
3. Provide any other documentation including warranties, manuals, or other information requested by Architect or Construction Manager.

J. 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. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
7. AIA Document G707-1994, "Consent of Surety to Final Payment."
8. Evidence that claims have been settled.
9. Final, liquidated damages settlement statement.
10. Any other waivers and releases as required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Submittals.
3. Administrative and supervisory personnel.
4. Project meetings.
5. Web Based Project Management System

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 011200 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
2. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
3. Division 01 Section 011500 “Field Engineering” for procedures for field-engineering services, including establishment of benchmarks and control points.
4. Division 01 Section 013117A, “Coordination Drawings” for procedures and requirements of the coordination of installation of products and materials provided by separate primes.
5. Division 01 Section 017300 "Execution" for procedures for coordinating general installation and field engineering services.
6. Division 01 Section 017700 "Closeout Procedures" for coordinating Contract closeout.
7. Division 01 Section 017419 “Construction Waste Management” for additional information and procedures.
8. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 GENERAL COORDINATION PROCEDURES

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. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

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 separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and 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.
6. Pre-installation conferences.
7. Construction Waste Management Plan activities.
8. Construction IAQ Management Plan activities.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

E. Each Contractor shall:

1. Perform his Work as mandated by the project schedule to maintain the required sequence and the overall progress of the project.
2. Coordinate Work of his own employees and subcontractors.
3. Expedite his Work to assure compliance with approved schedules.
4. Coordinate his Work with that of other Prime Contractors and work by the Owner.

F. Modifications to the Work made necessary by a Contractor's failure to properly coordinate the Work, shall be made by that Contractor, at no cost to the Owner.

G. Remove Work installed out of sequence that prohibits a separate Prime Contractor the ability to install Work that is dependent on their prior installation of materials or equipment. No additional compensation or time extension will be considered for the uncovering or removal of the out of sequence Work.

H. Each Prime Contractor shall coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on the Contract Drawings. Follow routing shown for pipes, ducts and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.

I. Where availability of space is limited, the Construction Manager and each Prime Contractor shall coordinate installation of different components with other Prime Contractors to assure maximum accessibility for required maintenance, service and repair and to meet governing code requirements.

J. Each Prime Contractor shall make adequate provisions to accommodate items scheduled for later installation.

K. Each Prime Contractor shall, in finished areas except as otherwise indicated, conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements provided by other Contractors.

L. Each Prime Contractor shall verify utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

M. Each Prime Contractor shall coordinate Testing and Inspection Services:

1. Verify required laboratory personnel are present.
2. Verify tests are made in accord with specified standards.
3. Review test reports for compliance with specified standards.
4. Recommend and administer any required retesting.
5. Submit copies to the Owner, Architect/Engineer, and Construction Manager.
6. Coordinate with Owner's Geotechnical Engineer for compaction and moisture content testing. Notify Geotechnical Engineer in advance of need for testing in accord with Project Construction Schedule.
7. Coordinate with Owner's Inspection Agency for concrete, masonry and steel testing and inspection. Notify agency in advance when testing and inspection is required.

N. Each Prime Contractor shall coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion, and for portions of Work designated for Owner's partial occupancy.

O. Each Prime Contractor shall, after Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accord with Contract Documents, to minimize disruption of Owner's activities.

1.4 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 Division 23 Section "Basic Mechanical Materials and Methods" and Division 26 Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.

B. Staff Names: Within 7 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.
2. Provide list to Owner, Architect and Construction Manager.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

A. Preconstruction Conference: The Owner's representative and Construction Manager will schedule a preconstruction conference before starting construction, at a time convenient to Owner, Architect and Contractor(s) within 15 days after execution of the Agreement. The conference will be held at Project site or another convenient location. The meeting will review responsibilities and personnel assignments and other pertinent issues to the project.

1. Attendees: Authorized representatives of Owner, Architect and their consultants; Prime Contractor(s) and their superintendent; major subcontractors and other Owner pre-approved 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: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing.
    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. Office, work, and storage areas.
    n. Equipment deliveries and priorities.
    o. First aid.
    p. Security.
    q. Progress cleaning.
    r. Working hours.
    s. Construction Waste Management Plan activities.
    t. Construction IAQ Management Plan activities.

B. Pre-installation Conferences: Prime Contractors shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect, Construction Manager and Owner of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related Change Orders.
    d. Purchases.
    e. Deliveries.
    f. Submittals.
    g. Review of mockups.
    h. Possible conflicts.
    i. Compatibility problems.
    j. Time schedules.
    k. Weather limitations.
    l. Manufacturer's written recommendations.

m. Warranty requirements.
n. Compatibility of materials.
o. Acceptability of substrates.
p. Temporary facilities and controls.
q. Space and access limitations.
r. Regulations of authorities having jurisdiction.
s. Testing and inspecting requirements.
t. Coordination with other work.
u. Required performance results.
v. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements.
4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

C. Progress Meetings: Attend progress meetings as scheduled or when notified. Meetings will be generally held every other week unless progress or significant issues arise in the progress or lack thereof of the work.

1. Attendees: In addition to representatives of Owner, Architect and CM, 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) Resolution of BIM component conflicts.
4) Status of submittals.
5) Deliveries.
6) Off-site fabrication.
7) Access.
8) Site utilization.
9) Temporary facilities and controls.
10) Work hours.
11) Hazards and risks.

12) Review of open RFI's.
13) Progress cleaning.
14) Quality and work standards.
15) Change Orders.
16) Documentation of information for payment requests.
17) Construction Waste Management Plan activities.
18) Construction IAQ Management Plan activities.
19) Site security and safety issues.

3. Reporting: The Construction Manager will distribute minutes of the meeting to each party present and to parties who should have been present. Minutes will include a brief summary, in narrative form, of progress since the previous meeting and report.

    a. The Contractor shall revise the Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting. Contractor shall provide and include a two- week look ahead schedule.

D. Weekly Superintendent Meetings: Attend weekly superintendent meetings scheduled and chaired by the General Contractor.

1. Attendees: In addition to representatives of the Owner and Construction Manager, each contractor and subcontractor responsible for work in the upcoming two weeks to be represented.
2. Agenda: Review the work planned in the next two weeks and other items that may affect work in the short term including:

    a. Deliveries.
    b. Site traffic patterns.
    c. Subcontractors working at the site.
    d. Maintenance of erosion and sediment control features.
    e. Site cleanliness.
    f. Planned work hours.
    g. Coordination items .

3. At each coordination meeting, the following shall occur:

    a. GC shall provide a two-week look ahead schedule from the current overall CPM schedule listing the tasks start, finish, and total float for the next two weeks.
    b. Each prime contractor superintendent shall be prepared to address the two-week list of tasks and provide their plan for executing each task as per the schedule.
    c. If any task is not going to be met, contractors shall then provide immediate recovery plan which will be incorporated into the overall schedule update.

4. At each coordination meeting, each Prime Contractor is to provide a written two-week look ahead schedule to the General Contractor and Construction Manager for review and comment.

5. The General Contractor shall write meeting minutes for each coordination meeting and distribute them to each Prime Contractor and to the Construction Manager for review within two days after the meeting.

1.6 WEB BASED PROJECT MANAGEMENT SYSTEM

A. Refer to Section 013125 - Web Based Project Management System.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013117 - COORDINATION DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section and each Division 01 Section applies to all separate Prime Contracts.

B. This Section includes requirements for preparation of Coordination Drawings for structural, mechanical, and electrical work.

C. Related Documents and Sections: The following documents and Sections contain requirements that relate to this Section:

1. Division 01 Section 011500 “Field Engineering”.
2. Division 01 Section 013300 “Submittal Procedures”.
3. Division 01 Section 013100 “Project Management and Coordination” and Division 01 Section 011200 “Multiple Contract Summary” specify requirements for coordinating construction operations by the Prime Contractors.

1.3 DEFINITIONS

A. Coordination Drawings: Scaled drawings prepared by each Prime Contractor which superimpose work of several trades, intended for careful coordination of installation of products and materials provided by separate entities.

B. Key Drawings: Two dimensional drawings of each floor or area of the Project indicating proposed subdivision into ductwork layout shop drawings.

C. Electronic Documents: Electronic Reproductions and Photocopy Reproductions of Contract Drawings will not be accepted for Shop Drawing and Product Submittals by contractors. Refer to procedures for obtaining contract drawings for background use only. The Construction Documents and BIM Model shall not be construed as dictating the ways and means of construction.

1.4 COORDINATION DIGITAL DATA FILES

A. Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings operating in Microsoft Windows operating system.
2. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format and CAD .dwg.
3. Architect and their consultants will furnish Contractor one set of Drawings for use in preparing coordination digital data files.

    a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    b. Contractor shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

1.5 COORDINATION DRAWING PROCEDURES

A. General: Approval of Shop Drawings assumes satisfactory incorporation of coordination information.

B. Do not use Contract Drawings as Coordination Drawings.

C. Initial Submittal: Key Drawings shall be submitted by HVAC Contractor within 60 calendar days of Contract Award.

D. Final Submittal: Submit final Coordination Drawings 60 days after submission of Initial Submittal unless otherwise required by the Construction Schedule.

E. Provide Coordination Drawing initial submittals as follows:

1. Key Drawings: The HVAC Contractor shall prepare and submit Key Drawings consisting of scaled drawings in .dwg format of each floor or area of the Project indicating proposed subdivision into ductwork layout shop drawings, with applicable shop drawing numbers.
2. Review: The HVAC contractor shall conduct a Coordination Planning Meeting with all contractors and the Construction Manager to review the Key Drawings and determine adequacy of proposed layouts to cover the Project and the following:

    a. Sequencing and scheduling of Coordination Drawing production in relation to the Construction Schedule.
    b. Complex areas for which larger scale drawings and details will be required.
    c. Coordination Drawing format, text, title blocks, and Contractor coordination sign-off.

3. Layout Drawings: Upon acceptance of Key Drawings, HVAC Contractor shall prepare common layout drawings of all architectural and structural backgrounds to be used by all Prime Contractors for development of Coordination Drawings. Include the following elements and information on Layout Drawings:

    a. Columns and beams.
    b. Ceiling heights.

c. Ceiling dimensional layouts as shown on reflected ceiling plans.
d. Acoustical ceiling grid.
e. Wall-to-wall dimensions.
f. Partition layouts.
g. Windows, doors, and other openings.
h. Other major architectural and structural features shown on General Construction Drawings.
i. Indicate dimensions from column centerlines.
j. Include space in title block for Contractor sign-off and shop drawing control number.

4. Drawing Format: Produce Layout Drawings in CAD format. The version of CAD software used to produce the layout drawings shall be at the discretion of the HVAC Contractor; however, any version used must be compatible with AutoCAD 2018 or later. The HVAC Contractor shall coordinate the CAD software he proposes to use with the other Prime Contractors. The HVAC Contractor shall distribute the layout drawings in CAD format, to the following for their use:

a. Architect.
b. Construction Manager.
c. General Contractor.
d. HVAC Contractor.
e. Plumbing Contractor/Fire Protection.
f. Electrical Contractor.
g. Subcontractors as deemed appropriate by the Construction Manager or Architect.

F. Coordination Drawing Preparation: Upon receipt of CAD Layout files, each Prime Contractor shall proceed immediately and independently to indicate the work included in their Contract. Within the existing structure, each contractor shall locate and document on the coordination drawings existing pipes, conduits, ducts, lights, wires, busways, and any other components related to their contract responsibilities that are within the areas of proposed new MEP systems.

1. Circle, highlight, or otherwise clearly indicate deviations from Contract Documents and state reasons for deviation.
2. Drawing Standards: Comply with the following:

a. Indicate pipes, conduits, and pipes with diameter of less than 6 inches with single lines.
b. Indicate ducts and pipes with diameter of 6 inches and greater with double lines showing width to scale.
c. Indicate busways to scale.
d. Use competent CAD operator to develop Coordination Drawings in a clear, legible manner.
e. The Owner, Construction Manager, and Architect shall have sole judgment as to acceptability of Coordination Drawings and adherence to expected standards.

3. Ductwork Drawings: Show all items included as part of ductwork system, including:

    a. Ductwork with insulation.
    b. Hangers.
    c. Equipment.
    d. Grilles, registers, and diffusers.
    e. Filters.
    f. Volume dampers.
    g. Fire dampers.
    h. Automatic control dampers.
    i. Duct smoke detectors.
    j. Access doors and other access requirements for maintenance.
    k. Location of ATC sensors and controllers.

4. Piping Drawings: Show all items included in piping systems, including:

    a. Piping runs with insulation.
    b. Hangers.
    c. Valves.
    d. Coils.
    e. Equipment.
    f. Sensors.
    g. Flow monitors.
    h. Access door locations and other access requirements for maintenance.

5. Plumbing and Fire Suppression Drawings: Show all items included for plumbing and fire suppression systems, including:

    a. All domestic water, fire suppression, rainwater, and sanitary piping including main and branch lines.
    b. Standpipes.
    c. Sprinkler heads.
    d. Valves.
    e. Fire hose cabinets.
    f. Inspector test assemblies.
    g. Drain outlets.
    h. Access door locations and other access requirements for maintenance.
    i. Flow and tamper valves.

6. Electrical Drawings: Show items included in lighting and electrical power systems, including:

    a. Equipment.
    b. Panels.
    c. Boxes.
    d. Conduit runs.
    e. Light fixture locations and depths.
    f. Devices.

g. Access door locations and other access requirements for maintenance.
h. Cable trays.

7. Structural Drawings – Show all foundation and structural systems, braces, hangars, and connections.
8. Other contractors required to participate in coordination drawing program shall indicate their work on the Layout Drawings as directed.
9. Additional Drawings: Each contractor shall prepare additional CAD drawings as necessary to adequately and completely show the intended routing and layout of their work. Additional drawings may include riser diagrams, flow sheets, elevations, details, sections, isometric layouts, etc. as determined by the Construction Manager or HVAC Contractor.
10. Scheduling: Time allotted for each contractor to develop their Coordination Drawings and schedule of coordination meeting will be determined by the HVAC Contractor and Construction Manager during the initial coordination planning meeting.

    a. Each Contractor's initial planning shall include preparing and coordinating not less than four (4) drawing areas per week or a greater amount if required. Project management time required to accomplish this schedule shall be included in Bid.
    b. Each Prime Contractor shall be responsible to provide sufficient staff at appropriate times to avoid delays in the coordination process.
    c. Coordination Drawing preparation shall commence as soon feasible after Contract award.

11. Interim Submissions: Coordination Drawings shall be developed and submitted in the sequence directed, in sufficient time to avoid delay in the construction schedule. Partially completed Coordination Drawing submissions may be accepted in cases where complete data is not available, pending receipt of shop drawings. Leave sufficient space to incorporate missing information in subsequent submission; note such omissions and state reason for vacant area.

    a. When final information is available, promptly insert in Coordination Drawings. Submit complete set of Coordination Drawings covering all area once final information incorporated.

G. Coordination Process: Due to the complexity of the Project, coordination activities are anticipated to be a continuous daily operation. HVAC contractor and other prime contractors shall devote whatever is necessary to fulfill the requirements and to keep the process on schedule. HVAC contractor shall revise the CAD model as necessary to reflect the coordination changes. HVAC contractors shall pay for the cost of revisions to the CAD model.

1. Basis for Placement of Elements: Make every reasonable effort to retain the layouts, placements, and routings shown on the Contract Drawings. Deviations from Contract Drawings will be permitted only when no other resolution is deemed

appropriate, and only upon written approval of the Construction Manager and Architect.

2. Coordination Drawing Development: As Coordination Drawings are developed, each Prime Contractor shall check and adjust locations to avoid interferences. Highlight conflicts, particularly involving finish products, for discussion at coordination meeting. Minor variances from Contract Drawings in routing of ducts, pipes and conduits may be made to avoid conflicts when mutually agreed, provided these variances do not alter the intended function, or require an adjustment of the contract price.

    a. Do not change sizes, adjust location of exposed items, or expose items not shown exposed on Contract Drawings without approval of the Construction Manager or Architect.
    b. Do not revise any wall or chase locations, ceiling heights, door swings or locations, windows or other openings, or other features affecting the function or aesthetic effect of the building.
    c. Refer conflicts and interferences that cannot be satisfactorily resolved to the Architect for a determination through the use of an RFI.
    d. Coordination drawings shall follow the construction phasing drawing sequence.

3. Coordination Meetings: The HVAC Contractor and Construction Manager will schedule coordination meetings, every two weeks, or as required, to review each contractor's layout drawings. All Prime Contractors, major trade contractors and subcontractors, as required by the HVAC Contractor and Construction Manager, shall be represented at the meetings to review and resolve conflicts and interferences.

4. Coordination Sequence:

    a. The GC will remove the existing ceilings in the areas indicated on the Phasing drawings.
    b. Each Prime Contractor shall locate, measure, and document on the Coordination Drawings the location of existing system components related to their contract responsibility within the proposed work areas.
    c. The GC will provide the HVAC contractor with the structural steel detailed drawing to use for coordination in the proposed addition.
    d. Each prime contractor will submit to the HVAC contractor .dwg drawings with the existing components and proposed new components located.
    e. HVAC contractor to combine all .dwg drawings and run clash detection to report all interferences. HVAC contractor to host coordination meetings as required to resolve all interferences with respective contractors.

5. Coordination Responsibility: All Prime Contractors have collective responsibility to fulfill coordination requirements. The HVAC Contractor and Construction Manager may require attendance at meetings on a daily or weekly basis, or as otherwise required, to maintain the Project schedule.

a. If it becomes necessary to relocate any element due to failure of a Prime Contractor to coordinate the Work, the responsible Contractor shall bear the cost for such relocation, including costs for additional work performed by other Prime Contractors as a result of the responsible Prime Contractor's failure to properly coordinate.
b. Responsibility for the costs for any such additional work shall be as determined by the Construction Manager. In the event an agreement as to responsibility cannot be reached, the determination by the Construction Manager shall be final and binding.

H. Final Coordination Drawings: Once all necessary information has been added to the Layout Drawings, each Prime Contractor required to produce Coordination Drawings shall sign off on each of the other Coordination Drawings to indicate agreement and recognition of the indicated routing and layouts and the correlation with adjoining or contiguous work of all contracts.

1. After sign-off, no unauthorized deviations will be permitted. If deviations are made without consent of the Construction Manager or other affected Prime Contractors, the responsible Prime Contractor shall remove and correct the affected work at no additional cost to the Owner.
2. Final Submission: Following agreement and sign-off by all Prime Contractors, the HVAC Contractor shall submit the files of all the systems to the Architect for review as follows; one (1) electronic copy, two (2) reproducible prints and two (2) opaque prints of completed Coordination Drawings. Furnish one additional print to all other Prime Contractors and applicable subcontractors. Furnish one (1) print to the Construction Manager. The files submitted shall note any conflicts or changes required that require further input or direction of Architect.

    a. Architect will review for resolution of conflicts and will process Coordination Drawings for general conformance with ceiling and wall systems only.

I. Shop Drawing Coordination: Shop Drawings produced separately from Coordination Drawings shall be reviewed by the submitting Prime Contractor in detail to assure conformance with coordination process. Include a statement and signature on shop drawings indicating contractor's review and conformance with Coordination Drawings.

1. Architect's or Construction Manager's review of shop drawings submitted during the coordination process will be considered independent of Coordination Drawing review and need not take into consideration information included on Coordination Drawings.
2. If changes resulting from shop drawing review affect work included in Coordination Drawings, the Prime Contractor submitting the shop drawing shall correct the Coordination Drawing, coordinate with affected Prime contractors, and resubmit for approval. Perform correction and coordination without delay or additional cost to avoid impacting the construction schedule.

J. Record Coordination Drawings: Each Prime contractor shall retain record copies of final Coordination Drawings as a working reference. Any revision which may become necessary during the course of the Work shall be neatly and accurately recorded on the

record copies by each Prime Contractor. Each Prime Contractor is responsible for maintaining record Coordination Drawings up to date.

1. Each Prime Contractor shall maintain one copy of record Coordination Drawings available at the site.
2. All changes in the Work of any Contract, whether or not associated with a change in cost, shall be recorded on the Coordination Drawings.
3. Coordination Drawings and any subsequent changes shall be incorporated into As-Built Drawings.

    a. Subject to approval of the Owner, Construction Manager, and Architect, final updated Coordination Drawings may be used for As-Built Drawings.
    b. As-Built Drawings shall also incorporate details of structural elements cut during construction and supplemental bracing or reinforcement.

K. Resolution of Conflicts: Where conflicts occur either on Coordination Drawings or during actual installation in the field, and they can be resolved by rerouting conflicting elements or installing risers, offsets, falls, curves, pull boxes, transitions, or other solutions, the affected Prime Contractor shall bear the expense of adjustments required, including costs for labor and material, and shall modify the Coordination Drawings to reflect the changes at no additional cost.

1.5 COORDINATION DRAWING CONTENT

A. The Prime Contractor responsible for Work in each of the following categories shall prepare or arrange for preparation of Coordination Drawings for the following systems:

1. Kitchen equipment
2. HVAC systems
3. Plumbing systems
4. Fire protection systems including sprinklers
5. Electrical systems
6. Opening and sleeves in structural slabs
7. Ceiling systems
8. Wall systems

B. Include on Coordination Drawings the information listed below for each of the following categories of Work:

1. Food Service Equipment

    a. Locations and dimensions of food service equipment.
    b. Access panels and hatchway.
    c. Rough-in locations for mechanical and electrical services.

2. HVAC Systems:

    a. Sizes and bottom elevations of rectangular ductwork.
    b. Sizes and centerline elevations of round ductwork, piping, and conduit.

c. Acoustical lining in ductwork.
d. Identification of low, medium, and high-pressure ductwork.
e. Locations of major components, including dampers, valves, diffusers, cleanouts, and electrical distribution equipment.
f. HVAC and ATC Panels.

3. Electrical Systems: Equipment Control Panels

a. Horizontal and vertical runs of conduit 1-1/4-inch diameter and larger.
b. Light fixture location.
c. Smoke detector locations.
d. Speaker locations.
e. Panel boards, switch boards, switch gear, transformers, busways, generator, and motor control center.
f. System racks.
g. Exit signs, strobe/horn, and emergency battery pack locations.
h. Pull boxes dimensional from column centerlines.
i. Cable tray pathways.

4. Plumbing and Fire Protection System:

a. Sizes and centerline elevations of sprinkler piping.
b. Sprinkler head locations with elevations reverenced to ceiling heights.
c. Locations of major valves. Test and drain ports.
d. All rainwater piping.
e. All plumbing piping including domestic water, sanitary, vent piping, and clean out locations.

5. Structural Work:

a. Openings and sleeve locations required in slabs, walls, beams, and other structural elements, including required openings not indicated on Contract Documents.
b. Slab edge locations.
c. Columns, beams, joists, hangars, connections, braces, and other structural systems.

6. Ceiling Systems:

a. Locations in ceiling of mechanical, fire protection, and electrical items, including grilles, registers, diffusers, light fixtures, smoke detectors, sprinkler heads, exit signs, speakers, and other items.
b. Conform to locations indicated on Contract Drawings to the maximum extent possible.
c. Indicate positions relative to acoustical ceiling grid where applicable.

7. Wall Systems: All walls, chases, and other components.

1.6 STRICT COMPLIANCE WITH COORDINATION REQUIREMENTS

A. Each Prime Contractor recognizes that they must cooperate and coordinate all of their work. Any Prime Contractor that does not comply with the established timelines and requirements for coordination will have their payment request withheld until the necessary work is completed. In addition, the Prime Contractor may be charged the costs for doing any coordination drawing that is part of their contract responsibility.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 013117

SECTION 013125 – WEB-BASED PROJECT MANAGEMENT SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section contains general information that applies to all work performed under the Contract Documents.

B. Prime Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.

C. Use of this project management software will not change any contractual responsibilities of the construction team members.

D. Related Sections include the following:

1. Division 01 Section 013300 “Submittal Procedures”.
2. Division 01 Section 012900 “Payment Procedures”.

1.3 DEFINITIONS

A. System: A real time Web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.

B. Users: Licensed participants of this project furnished with a unique username and password and authorized to access the system to view/upload/download data. Owner, Construction Manager, Architect, and the Prime Contractors are all Users. Other Users may be added as necessary.

C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.

1.4 USE OF SYSTEM

A. Each contractor shall include in their bid a minimum cost of $3,500 for two (2) user licenses. This fee shall be paid to Construction Manager at the start of the project. Each additional user license shall cost $800 and the fee shall be paid to the Construction Manager. A maximum of four (4) user licenses shall be provided to each Contractor. The Contractor will be billed via invoice directly from the Construction Manager for the user licenses.

B. The use of the Construction Manager's Web-based system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.

C. The use of the system will be mandatory by the Prime Contractors to send, retrieve, and respond to data.

D. Where written notification is required by the Contract Documents, an unofficial notification may be sent via the Web-based project management system, but the notification will not be considered received and the time-lines will not commence until a paper copy with written signature is received as described in the Conditions of the Contract.

E. The above fee will also provide for use of DocuSign to process required signatures if approved by Owner.

F. Electronic drawings for the project on PlanGrid will be managed by the CM and available for discussion and information in the field office.

1.5 QUALITY ASSURANCE

A. One (1) two-hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Prime Contractor's organization is mandatory. Each Prime Contractor may enroll up to four (4) additional attendees. All attendees must have a working knowledge of computers and Windows Explorer.

B. Technical assistance will be provided by telephone for all licensed Users throughout the life of the project by the Construction Manager. A total of two (2) hours per contractor will be provided free of charge dispensed in 15-minute intervals.

1.6 SUBMITTALS

A. Submit to the Construction Manager, within 10 days following the Intent to Award, in an electronic template furnished by the Construction Manager, the following:

1. Name of organization.
2. Names, mailing addresses, electronic addresses, telephone numbers, and fax numbers of its Users and Contacts, up to a maximum of two (2) users.
3. Designation of each User into a communication category.

1.7 SOFTWARE AND HARDWARE REQUIREMENTS

A. Each User shall provide and maintain a compatible workstation. Workstation shall have a 32-bit operating system (Windows 7 higher), a high-speed internet browser and a high-speed cable Internet access, high speed DSL or T1 line, and Adobe Acrobat or similar.

B. In addition to any other locations he may select, the General Contractor is required to provide, at the project site, high speed internet connection for his use and a 128K ISDN line for the Architect's and Construction Manager's use during work hours in the Construction Manager's construction trailer. Cost for these items shall be borne by the General Contractor.

C. License(s) to Use System; The Construction Manager will provide each prime contractor with two (2) licenses, for the fee listed in this specification, to use the system for this project. Each license will allow secure unlimited usage from the Notice to Proceed until the original Project Final completion date. Additional licenses may be purchased by the Prime Contractor at the yearly rate.

PART 2 - PRODUCTS

2.1 GENERAL DESCRIPTION

A. The Web-based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected, backed up daily, and archived. The electronic platform allows information to be transmitted across the Internet reducing printing and postage costs and the time associated with such activities.

B. The system contains a directory of the project participants.

C. The system includes templates, with the User's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.

D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.

E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.

F. The system can be personalized by each User to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.

G. The system is the product of ***Systemates*** (www.projectmates.com).

H. The Construction Manager will administer the Projectmates user account for this Project.

2.2 DOCUMENTS CREATED INSIDE THE SYSTEM

A. The following documents shall be created on templates inside the system.

1. Submittal Log: The Construction Manager will maintain submittal log after it is initialized.
2. Meeting Agenda & Minutes: ("Action Items" may also be tracked by the system).
3. RFI (Requests for Information)
4. RFP (Requests for Proposal)
5. ASI (Architect's Supplemental Instructions)
6. CCD (Construction Change Directives)
7. Daily reports.
8. Project Record Documents.
9. Construction Manager will use it for Daily Report Software.

B. The following documents may, at each Users option, be created on the system.

1. Messages:
2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
3. Reports generated from information on the system.
4. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.
5. Threaded discussions can be created on the system.

C. The Construction Manager will configure the system so all of the above documents are date/time stamped, project specific, and the author(s) identified.

2.3 DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

A. The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned, faxed, or electronically attached to the transmittal.

1. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, all will be submitted and distributed by the system. The Architect will return all submissions through the system electronically. Contractor(s) may distribute submittals (after Architect's action) electronically, or elect to print paper copies for distribution, or both. **Contractor must provide Construction Manager with three (3) paper copies of every approved submittal for field and Owner's use. In addition, contractor must keep**

relevant paper copies for O&M manuals to be furnished at end of project.

2. Photographs: Digital photographs, digital video, and scanned film images can be loaded onto the system and shared.
3. Field Notes, pencil sketches, manifests, and similar paper-based data may be scanned or faxed into the data base.
4. AIA documents used on the project may be signed electronically except for the following documents where the record copy requires a “wet” signature on paper.

    a. Schedule of Values/ Payment Applications: (The “pencil” review of these documents will occur inside the system).
    b. Change Orders: (The “pencil” review of these documents can occur inside the system.)
    c. Construction Manager, with acceptance of Owner, may also implement a DocuSign process to expedite all approvals and signatures for Project documents.

5. Schedules: The schedule document(s) will be available for review on the system.
6. Correspondence or Data created in other software may be uploaded to the system electronically.

2.4 DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

A. Product samples, color samples, and those documents listed above requiring a “wet” signature will be distributed outside the system; however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.

B. Color selections will not be made from Web-based management system a color sample is required for color selections.

2.5 ADMINISTRATION OF THE SYSTEM

A. Construction Manager shall regularly review the use of the system and provide direction to correct or increase the ability of the team to collaborate. Users must comply with Construction Manager’s direction. If Construction Manager’s direction is not followed, the Owner will have the right to increase contract retainage until corrections are made.

B. Upkeep of System: The provider of the software platform has been making continuous improvements to its functionality and processing features. These improvements are expected to continue for the life of this project and Users will be required to stay current by means of the information provided on the web site.

C. Storage and Archiving of Data:

1. Users do not have the ability to delete any data in the system.
2. Data is stored, simultaneously in multiple, secure, remote locations.
3. Following final completion of the project, an electronic copy of the User’s data will be made available in a format not dependent on accessing the web site.

D. Username and password are to be used only by the person licensed by the Construction Manager. Any person who does not comply with requirements is subject to a fee equal to the damages that Construction Manager determines is appropriate. Such damages will be deducted from payment application.

PART 3 - EXECUTION (Not Used)

END OF SECTION 013125

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. The Work under the Contract Documents shall be planned, scheduled, executed, reported, and accomplished using the cost and resource loaded “Critical Path Method” schedule, in calendar days (excluding Saturdays, Sundays, and legal holidays). The provisions of the General Requirements, Division 01, and the directions of the Project Coordinator (General Contractor) are to be followed by the Contractor in scheduling and coordinating construction activities. The scheduling Services of the Project Coordinator are part of its contract with the Owner, but nothing herein relieves the obligations of each Contractor to schedule their own construction activities and nothing herein alters the obligation of each Contractor to resolve all supervision, coordination, and scheduling issues between and among the Sub-Contractors. In addition, the requirements for subordinate coordination responsibilities and scheduling per the Division 01 General Requirements must be followed by all contractors.

B. General Scheduling Requirements: Any of the scheduling requirements including, but not limited to, the format, content, and complexity can be waived or modified by the sole discretion of the Construction Manager and Owner only. Any modification or waiver by the Construction Manager shall not be grounds for any claim by Contractor against Owner, Construction Manager, or Architect. Project Coordinator (General Contractor) shall submit preliminary and final construction schedule and all schedule updates in electronic format with no restrictions for viewing and analyzing using the same software with which the schedule was created. Electronic format shall be submitted to the Construction Manager and to any Contractor that Construction Manager may direct.

C. The General Contractor is designated as the Project Coordinator for this Project unless noted otherwise. The Project Coordinator and other Prime Contractors are responsible for coordination of the Work. The Project Coordinator is responsible for making all coordination decisions not mutually agreed to by all affected Prime Contractors. Disputes between or among the Project Coordinator and one or more other Prime Contractors and disputes in connection with the construction schedule, the furnishing of additional resources to meet the project schedule, job coordination, and all aspects of the means and methods of construction shall be submitted promptly to the Project Coordinator for a final construction decision. The Project Coordinator and the affected Prime Contractor or Contractors shall, in connection with all submissions for a final construction decision, provide actual written notice contemporaneously to the Construction Manager. The final construction decision of the Project Coordinator must, at all times, be consistent with content and intent of the Contract Documents and the latest accepted schedule. Should

the Owner or Construction Manager determine that, in its sole judgment, substantial interests have been placed at risk by the final construction decision of the Project Coordinator, then the Owner or Construction Manager reserves the right to overrule the final construction decision of the Project Coordinator. The exercise of discretion by the Owner or Construction Manager in this regard shall be unchallengeable, subject only to a determination that the decision constituted an abuse of discretion. In all other instances, the final construction decision of the Project Coordinator will be observed, accepted, and fully followed by all Prime Contractors and their Subcontractors on the project, subject only to the commencement of any litigation between the Prime Contractors. The progress of the Work in accordance with the final construction decision of the Project Coordinator shall not be delayed pending litigation between the Prime Contractors. The damage remedy provided in favor of the Project Coordinator or other Prime Contractor shall be exclusive remedy for disputes between the contractors. The contractors, including the Project Coordinator, shall have no right of action against the Owner, Architect, or Construction Manager in connection with such disputes.

D. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

E. Related Sections include the following:

1. Division 01 Section 011200 "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.
2. Division 01 Section 012900 "Payment Procedures" for submitting the Schedule of Values.
3. Division 01 Section 013100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
4. Division 01 Section 013300 “Submittal Procedures” for submitting schedules and reports.
5. Division 01 Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.
6. Division 01 Section 017700 "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources and include shop drawing preparation, work activities, equipment testing, and training and any other actions required for the prosecution of the work.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.
3. Successor activity is an activity that follows another activity in the network.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains the lowest float valve.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner and shall only be assigned with Owner’s representative approval.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, a separate building, or a similar significant construction element.

I. Milestone: A key or critical point in time for reference or measurement.

J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names, and addresses of architects and owners, and other information specified.

B. Submittals Schedule: Submit seven 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 Architect's and all consultants and agencies final release or approval.

C. Preliminary Construction Schedule: Submit seven (7) opaque copies and one (1) electronic copy.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities. The electronic copy is to be provided with no restrictions for viewing and analyzing using the same software with which the schedule was created.

D. Preliminary Construction Schedule Network Diagram: Submit seven (7) opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.

E. Final Construction Schedule: Submit seven (7) printed copies of the initial schedule large enough to show entire schedule for entire construction period. Provide electronic copy if requested.

1. Submit an electronic copy of schedule electronically and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label. The electronic copy is to be provided with no restrictions for viewing and analyzing using the same software with which the schedule was created.

F. Final Construction Schedule Reports: Submit three (3) copies of each of the following computer-generated reports with the Final Construction Schedule. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by Project Phase, Project Area, Prime Contractor, and then early start date. Provide a duration, cost, and total float value for each activity.
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.

G. Daily Construction Reports: Submit two copies at weekly intervals.

H. Material Location Reports: Submit two copies at weekly intervals.

I. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

J. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

A. Scheduler's Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Construction Manager's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section 013100 "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 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 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, 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. Initial Submittal: Submit concurrently with preliminary schedule. Include submittals required during the first 90 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead-time for manufacture or fabrication.

    a. Show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early or late completion date, unless specifically authorized by Change Order.

C. Each activity on the network shall have indicated for it the following:

1. A single duration, no longer than 20 days (i.e., the single best estimate of the expected elapsed time considering the scope of work involved in the activity) expressed in working days. Normal holidays and weather delays shall be included. One critical path shall be shown for the schedule.
2. An activity identification number will be assigned to each activity. The identification number will be in a format acceptable to Project Coordinator.
3. A brief description of the activity will be included. If this description is not definitive, a separate listing of each activity and a descriptive narrative may be required.

4. Each activity shall be cost loaded to indicate the total estimated budget of the activity. No activity budget shall exceed $50,000. Material and/or equipment costs to be paid as stored material shall be listed separately. In addition, activities shall be cost-loaded as requested by Owner's representative for payment purposes.
5. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 40 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
6. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect and Owner's administrative procedures necessary for certification of Substantial Completion.
8. Each activity (except for procurement activities) shall be man-hour loaded with the estimated man-hours to be expended on each activity.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include separate activities for each contract.
3. Work by Owner: Include separate activities for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section 011100 "Summary of the Project." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section 011100 "Summary of the Project". Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

7. Work Stages: For each Phase of the Work as described on the drawings, indicate stages of construction for each major portion of the Work including, but not limited to, the following:

    a. Subcontract awards
    b. Submittals

c. Purchases
d. Mockups
e. Fabrication
f. Sample testing
g. Deliveries
h. Installation
i. Shop and Field Tests and inspections
j. Changes in traffic patterns
k. Moving and occupancy timeframes
l. Adjusting
m. Curing
n. Startup and placement into final use and operation
o. Punchlist

8. Area Separations: Identify each major area of construction for each Phase of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following phase completion and contract milestone dates listed in the contract documents:

   a. Foundation completion.
   b. Structural completion.
   c. Permanent space enclosure.
   d. Completion of mechanical installation.
   e. Completion of electrical installation.
   f. Substantial Completion.

E. Milestones and Phases: Include milestones and phases indicated in the Contract Documents in schedule including, but not limited to, the Notice to Proceed, Individual Phase Completion(s), Substantial Completion, Final Completion, and the following interim milestones:

1. All project milestones and phases listed in the Contract Documents.

F. Cost Correlations for Progress Payments: Provide cost loading of the Preliminary and Final schedule as follows:

1. Each activity on the construction schedule shall be allocated a dollar value in accordance with 2.2.C.4, above. Each activity's assigned cost shall consist of labor, equipment, and materials costs, and a pro rata contribution of overhead and profit. The sum of activities costs shall be equal to the total Contract Price. In submitting cost data Contractor certifies that the costs are not unbalanced and that the value assigned to each activity represents Contractor's estimate of the actual costs of performing that activity.
2. The accepted schedule of values shall represent a fair, reasonable, and equitable dollar cost allocation for each activity on Contractor's construction schedule.
3. If it is determined that the cost data does not meet the requirements for a balanced bid breakdown in the opinion of Owner’s representative, Contractor will present documentation substantiating the cost allocation. Cost allocations shall be

considered unbalanced if an activity on the construction schedule has been assigned a disproportionate allocation of direct costs, overhead and profit.

G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

H. Computer Software: Prepare schedules using one of the following programs. Microsoft Project is not an acceptable option.

1. Primavera Contractor with cost loaded options.
2. Primavera Suretrak
3. Primavera Project Planner
4. Primavera Expedition

2.3 PRELIMINARY CPM CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within thirty (30) calendar days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Provide construction activities for first 90 days of construction. Include costs for each activity.

2.4 FINAL CPM CONSTRUCTION SCHEDULE

A. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than forty-five (45) calendar days after date established for the Notice to Proceed.

    a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including each contractor’s personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a network diagram to identify the critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Within each Phase, include activities and durations for following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.

2. Critical Path Activities: Identify critical path activities, including those for any interim Phase completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

C. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediately preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Dollar value of activity (coordinated with the Schedule of Values).

D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports and electronic copies on a monthly basis showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.

6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.5 FIELD REPORTS

A. Daily Construction Reports: Each contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. An account of work performed on the project.
10. Stoppages, delays, shortages, and unusual events.
11. Meter readings and similar recordings.
12. Site visits or inspections by authorities having jurisdiction.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction or Work Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit a request for information to Architect with copy to Construction Manger on CSI Form 13.2A or other form approved by Architect. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare, and submit a special report. List chain of events, persons participating, and response by Contractor's

personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 FIELD REPORTS

A. Contractor is to submit Daily Construction Reports on a daily basis to the Owner's Representative. Failures to maintain timely or complete reports may result in partial withholding of monthly payment applications.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Requirements for the General Contractor as the Project Coordinator. As Project Coordinator, the Contractor for General Construction shall:

1. Engage a scheduling consultant to perform, for and on behalf of the Contractor, the Contractor's duties, and responsibilities as Project Coordinator, including those specifically set forth below. The scheduling consultant shall have a minimum of five (5) years prior experience in the design, preparation, publication, and revision of PCM network schedules, including scheduling experience on multiple prime contracts, multiple phase construction projects. The Contractor shall submit the name, credentials, and experience of its proposed scheduling consultant to the Owner, Architect, and Construction Manager for approval within five (5) days of being awarded the Contract. The Contractor; (a) shall not terminate the engagement of any approved scheduling consultant without at least thirty (30) days prior written notice to the Owner, Architect, and Construction Manager, and then only after submission and approval of a replacement scheduling consultant in accordance with the provisions of this paragraph; and (b) shall not engage any scheduling consultant as to whom the Owner, Architect, and Construction Manager, at any time, make reasonable objection and shall promptly replace such scheduling consultant with another approved in accordance with the provisions of this paragraph.
2. If the Contractor demonstrates to the satisfaction of the Construction Manager that it employs a person with experience and qualifications in the design, preparation, publication, and revision of CPM network schedules, then, upon receipt of written approval from the Owner, the Contractor may assign such employee as the scheduling consultant described herein;
3. Attend and chair meetings at least every two weeks during construction with all separate contractors, the Owner, the Architect, and Construction Manager to review progress and to plan and coordinate the activities of each separate contractor with the Work of the Contractor and of the Owner;
4. Advise the owner, Architect, and Construction Manager of delays or potential delays.

5. Formulate and recommend to the Owner, Architect, and Construction Manager plans, including a revised Project construction schedule, to prevent, minimize, or recover from delays or potential delays.
6. Make recommendations to the Owner, Architect, and Construction Manager concerning whether requests for extensions of time should be granted and the effect such extensions would have on the Project construction schedule.
7. Revise the Project construction schedule to reflect extensions of time granted by the Owner.
8. Resolve objections made by other contractors and make adjustments to the schedule that are mutually agreeable to all prime contractors and the Owner.
9. Prepare monthly schedule updates comparing the actual progress of all Work with the scheduled progress.

B. Scheduling requirements for all Contractors other than the Project Coordinator (General Contractor). All Contractors shall:

1. Within fourteen (14) days after the Notice to Proceed for Construction, prepare and submit to the Project Coordinator and Construction Manager a preliminary construction schedule in a form compatible with the requirements herein. Such construction schedule shall include the Work of the Contractor, show by appropriate notation whenever the commencement, progress, or completion of an activity depends upon the commencement, progress, or completion of another activity (including activities of separate contractors) and show the timely and orderly completion of all Work in accordance with the requirements of the Contract Documents, including such interim “milestone” dates as are identified therein. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, the Architect, Construction Manager, and the Project Coordinator and resubmitted for acceptance and incorporation into the project construction schedule prepared by the project coordinator;
2. Within thirty (30) days of the Notice to Proceed prepare and submit to the Project Coordinator and Construction Manager a final construction schedule in a form compatible with the requirements herein for the project Coordinator’s use in submitting the final Construction Schedule.
3. Shall cooperate and participate with the Project Coordinator and the other contractors in connection with all the activities described in this section.
4. Shall notify the Project Coordinator, the Owner, and the Construction Manager in writing if the Contractor objects to the Project construction schedule, or any revision thereto, stating its objection and the reasons therefor within two (2) days after the Contractor’s receipt of the Project Construction schedule or any updates or revisions to which objection is made. In the absence of such timely notice, any such objection shall be deemed waived and released and the Contractor shall comply with the Project construction schedule or revision thereto. If a timely objection is made, the Contractor and the Project Coordinator shall agree to a resolution of the objection within ten (10) days. In the absence of such agreement, the Owner may, in addition to any other rights and remedies under the Contract Documents, appoint the Construction Manager or an independent scheduling consultant to resolve the objection, whose decision shall be final and binding upon the Contractor and the Project Coordinator. All cost and expense incurred by the

Owner to resolve such objection shall be charged to and borne in equal shares by the Contractor, the Project Coordinator, and their respective Sureties.

5. Shall not be entitled to claim any damages against the Owner, nor any adjustment in the Contract Time or the Contract Sum in connection with the Project construction schedule, any revision thereto, or any resolution of an objection to either the Project construction schedule or a revision thereto; and
6. Acknowledges and agrees that the Owner has no duty or responsibility toward the Contractor to cause the Project Coordinator to perform or to competently perform its duties and that the Contractor's sole claim in the event of any failure of the Project Coordinator to perform or to competently perform its duties shall be against the Project Coordinator.
7. Should any Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Completion Date or the Contract Time, Contractor shall give timely and reasonable written notice of this fact to the other Contractors, Project Coordinator and Construction Manager. Project Coordinator shall have the discretion to agree to or reject such early completion plan by Contractor, subject to the rights of Contractor to litigation between prime contractors. The Project Coordinator shall have no duty or obligation to agree to or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by Project Coordinator of said plan. Earlier completion of any portion of the work shall be promoted wherever feasible and all Contractors must cooperate and accelerate towards earlier completion of any portion of the work unless such work affects the quality of work as determined by the Construction Manager. All Contractors shall cooperate and accelerate work as determined by Project Coordinator unless quality of work is affected as determined by the Construction Manager. No claims for acceleration to complete early or to meet project schedule will be considered.

C. Contractor's Construction Schedule Updating: At monthly intervals or as requested by Owner's representative, 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. Provide an electronic copy of each monthly schedule update. Provide an indication of the total project float in the schedule on a monthly basis.
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.
4. Items not ordered by the contractor in a timely manner for incorporation into the Work will not be considered for claims by the Contractor for additional time or costs.

D. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractors with a need-to-know schedule responsibility. Provide an

electronic copy to the Construction Manager and distribute to other contractors at the direction of the Construction Manager.

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.

E. The Critical Path Method type construction schedule will be used to monitor job progress and as a means to make monthly payments to Contractors. Contractor will be responsible for providing all information concerning the sequencing, logic and durations of all activities as well as providing the initial logic network diagram. Once the schedule is accepted, Contractor will be responsible for providing monthly update information on logic, percent complete, actual start and finish dates, and duration changes. Contractor will not be required to produce the computerized printout of the schedule updates. This will be performed by Project Coordinator using information provided by Contractors. Copies of the updated schedule are to be distributed at the progress meetings by the Project Coordinator.

F. From each Contractor's initial schedule submittal and from information received at the monthly schedule update meetings, computerized and dated tabular schedule reports, or updated network diagrams, or bar charts will be produced by Project Coordinator which will be reviewed by each Contractor for accuracy and integrity. It shall at all times remain each Contractor's responsibility to schedule and direct his forces in a manner that will allow for the completion of the work within the contractual period.

G. It should be clearly understood that the initial schedule and all update information must be provided by each Contractor and that this information is a representation of the best efforts of each Contractor and his subcontractors as to how they envision the work to be accomplished. Similarly, all progress information to be provided by and through each Contractor must be an accurate representation of his or his subcontractor or supplier’s actual performance. The schedule shall at all times remain an accurate reflection of each Contractor's actual or projected sequencing of work. Once accepted, adherence to the established CPM schedule shall be obligatory upon each Contractor and his subcontractors for the work under this Contract. Owner may require each Contractor to revise the schedule if, in his judgment, the schedule does not accurately reflect the actual execution of the work, or is in violation of any provision of this CPM scheduling specification, and each Contractor shall revise the schedule as often as is necessary during the course of performance of the work without additional cost to Owner.

H. The work shall be started on the date indicated in the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other Contractors or to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such forces, material, and equipment, as to assure completion of the work in the time established by the Contract. Additionally, each Contractor shall, at all times, schedule and direct his work so that it provides an orderly progression of the work to completion within the specified Contract Time.

I. Each Contractor agrees that whenever it becomes apparent from the current monthly CPM Schedule update that delays to the critical path have resulted and these delays are through no fault of Owner or Owner's representatives, and hence, that the Contract completion date will not be met, or when so directed by Owner's representative or Project Coordinator he will take some or all of the following actions at no additional cost to Owner.

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
2. Increase the number of working hours per shift; shifts per working day, or days per week; the amount of construction equipment; etc., or any combination of the foregoing to substantially eliminate the backlog of work.
3. Schedule activities to achieve maximum practical concurrence of accomplishment of activities and comply with the revised schedule.
4. Contractor shall submit for reviewing a written statement of the steps he intends to take to remove or arrest the delay to the schedule. If Contractor fails to submit a written statement of the steps he intends to take or fails to take such steps as required by the Contract, Owner may direct the level of effort in manpower (trades), equipment, and work schedule (overtime) to remove or arrest the delay to the critical path in the accepted schedule, and Contractor shall promptly provide such level of effort at no additional cost to Owner. In addition, should schedule delays persist, Contractor's surety will be asked to attend meetings to update the schedule.

J. In the event the Owner determines that the performance of the Work, the work of separate contractors or of the Owner has not progressed or reached the level of completion required by the Contract Documents, or the Project construction schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; (3) engaging a scheduling consultant to make recommendations concerning the corrective measures to be taken, with the cost and expense of such engagement to be borne by the Contractor, the separate contractors and their respective Sureties in such proportions as the Architect and Construction Manager may, in their sole discretion, determine to be just; and (4) other similar measures. Such measures shall continue until the progress of construction complies with the required level of completion. The Owner's right to require such measures shall not impose upon the Owner any duty or obligation to the Contractor, its Surety, or any other party. Except as specifically provided in this paragraph, the Contractor shall not be entitled to an adjustment in the Contract Time or the Contract Sum in connection with such measures required by the Owner. If the Contractor (its agents, subcontractors, suppliers, or vendors) has not caused or contributed to the failure of construction to progress or reach the required level of completion, then the Contractor shall be entitled to a Change order for an amount not to exceed the reasonable additional labor cost of any overtime or shift work directed by the Owner under this paragraph. If the Contractor (its agents, subcontractors, suppliers, or vendors) has caused or contributed to the failure of construction to progress or reach the required level of completion, then the Contractor and its Surety shall be liable to the Owner for any and all costs and expenses incurred by the Owner due to any measures directed by the Owner under this paragraph, including the cost of any overtime or shift work performed by the Owner or by separate contractors. The Owner may exercise the rights furnished to the Owner under this paragraph as frequently as the Owner deems necessary to ensure that the progress of construction will comply with the

required level of completion. If the Contractor fails to perform its duties as the Project Coordinator adequately or to the Owner's satisfaction, the Owner may, in addition to its other rights and remedies, appoint a substitute Project Coordinator who shall act in the place and with the authority of the original Project Coordinator. In that event, the Owner may, in its sole discretion, choose one of the separate contractors or an independent consultant as the substitute Project Coordinator. The cost and expense incurred by the Owner to engage such substitute Project Coordinator shall be charged to and borne by the Contractor and its Surety.

K. The Contractor's failure to cooperate and participate with the Owner, the Architect, the Construction Manager, and separate contractors in the development and review of construction schedules and updates as provided in this section shall be a material breach of its obligations, entitling the Owner to exercise all rights and remedies under the Contract Documents and applicable law. In no event shall any revision to any construction schedule constitute the basis for an adjustment in the Contract Time or the Contract Sum unless such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

L. The Project Schedule is to be used by the Contractors as a guide and all contractors and sub-contractors shall be responsible to perform work to ensure that the Project is completed by the Project Contract completion date(s) and all milestone dates established in the Contract Drawings are met. Any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered. The Contractor and all Sub-contractors who feel extra time, in any form such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade should include these costs in their bids. All Contractors must recognize that although their work might not require shift, overtime, or premium timework for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete within the time frame. Contractors must allow for these overtime requirements and include the costs necessary to allow the other Contractors to complete within the specified time. Failure to recognize the extra costs in his bid shall not relieve the Contractor from utilizing shift, overtime, or premium time work in performance of his Contract; all costs associated with meeting the time frames indicated in the construction schedules shall be included in the Contract Price. Construction Manager, Architect, and Owner reserve the right to withhold processing of any monthly payment applications from any contractor if schedule compliance is not being strictly adhered to. Such payment may be withheld until the Contractor makes corrective action to comply with project schedule.

M. Contractor Approval and Certification. Approval by Contractor of the preliminary CPM Construction Schedule, the final CPM schedule, and schedule updates shall be evidence of the Contractor's agreement that the proposed schedule or schedule revision to the Construction Schedule is a true and accurate representation of his plan to complete the Work, including all Change Orders that are in Contractor's possession as of the foregoing date, that the schedule or schedule revision fully complies with the requirements of the Contract Documents, that he shall prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents, and that he has met and coordinated with and obtained the acceptance or approval of said schedule revision by all other parties that are affected thereby.

3.3 NETWORK REQUIREMENTS

A. The CPM Schedule shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by Contractor. The basic concept of the network analysis diagram is to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of succeeding activities. A time scaled precedence format will be followed. The detailed network diagram will be time scaled showing a continuous flow from left to right.

B. The CPM schedule shall include a weather calendar that contains non-working days in addition to weekend and holidays to account for anticipated inclement weather days beyond those normally anticipated for the project area.

C. Failure to include in the CPM schedule any element of Work required under the performance of this Contract shall not excuse Contractor from completing all Work required within the applicable completion time, notwithstanding Owner's network review.

D. A CPM schedule which shows a completion of any portion of the Work prior to the contractual completion date may be accepted but in no event shall be acceptable as a basis for a claim for delay or cost reimbursement against Owner or its representatives by Contractor. The period of time between the Contractor’s baseline accepted CPM schedules projected completion dates and the contractual stipulated completion dates, if any, will be treated as Project Float. The Owner’s right to utilize Project Float is as provided in paragraph 3.8.

E. If a review of the submitted CPM Schedule indicates a work plan which will not complete the work within the time requirements stated in the Contract, it shall be the responsibility of Contractor to revise the CPM Schedule as required and resubmit it until it is acceptable. Failure by Contractor to submit an acceptable schedule may, at Owner's sole discretion, justify the withholding of any partial payment(s) otherwise due under the Contract.

F. Acceptance of the schedule shall not constitute a representation by Owner that the work can be completed as shown on the schedule.

G. The schedules prepared by the Contractor and by the Project Coordinator, if any, under this Article shall be in the form of a CPM arrow network diagram, preferably organized by IJ nodes” and shall include: (1) a shop drawing and submittal schedule noting the relevant submittal, approval, order, fabrication, and delivery durations; (2) integration of the shop drawing and submittal schedule with the installation activity logic in order to determine the effect of delivery on installation of any items of work; (3) the planned progressions of construction work showing the activities and duration of the work of each contract phase and clearly noting any interim milestone dates; (4) the appropriate restraints in order to clearly identify the interrelationships of work and crew and trade flow; (5) logic (CPM arrow network) diagrams summarized into a summary bar chart format that is capable of displaying current progress of all Work; (6) a computerized mathematical analysis of the CPM logic with each monthly schedule responsibility, activity duration, early (target) start date, early (target) finish date, late start date, late finish date, work tasks critical to completion within the Contract Time and any interim milestone dates; and (7) crew sizes and planned labor hours for each activity shown on the schedule. The Contractor shall deliver to the Owner, upon Construction Manager’s request and in the format requested by the Construction

Manager, copies of all electronic files (including all schedule logic, restraints, and all other electronic data and information used to create and maintain the schedule that the Owner may request) that comprise or relate to such schedules, including the original project schedule, all schedule updates, any recovery schedules, and any schedule revisions.

H. The Project Schedule shall be submitted by the Contractor for all work. All schedule and work items must be in conformance with the project schedule requirements listed in the project manual including any phasing or other milestones provided. The Project Coordinator shall incorporate all contractors' items of work and issue project schedule. Upon written approval of the schedule by the Contractor and Construction Manager and review by the Architect, it shall with respect to time, become the essence of the Contract and the Contractor who does not comply may be held in violation of Article 8, of the General Conditions, "Delays and Extension of Time". The project schedule may be changed or revised only with the written consent of the Construction Manager, Owner, and Architect. If the Contractor does not comply with all the scheduling requirements of the Contract and time lines, the Owner reserves the right to deduct $800.00 from the Contract amount for each day that Contractor does not comply and Owner may also proceed with enforcing other requirements of the Contract including Article 2.5 of the General Conditions of the Agreement. No payment applications will be processed without an approved project schedule accepted by all contractors.

I. Any preparation, review, enforcement, and updating of the project schedule do not make Owner, Construction Manager, or Architect liable to Contractor for time, cost overruns, or schedule changes which are required to maintain project contract completion date and all milestone dates established in the Project Manual.

J. Contractor is responsible for determining the sequence and logic of activities, the time estimates of the detailed construction activities, and the means, methods, techniques, and procedures to be employed with regard to his portion of the Work. The Construction Schedule shall represent Contractor's best judgment of how he shall prosecute the Work in compliance with the requirements of the Contract Documents. Contractor shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated, and revised as Project conditions and the Contract Documents may require, and as may be directed by Project Coordinator.

K. Contractor shall consult with his major Subcontractors relating to the preparation of his construction plan and Construction Schedule. Major Subcontractors shall receive copies of those portions of Contractor's Construction Schedule that relate to their Work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When Contractor submits his Construction Schedule to the Project Coordinator or makes any proposed updates or revisions to such Schedule, it shall be concluded by Construction Manager, Owner, and Project Coordinator that Contractor has consulted with and has the concurrence of his major Subcontractors. Contractor shall be solely responsible for ensuring that all Subcontractors comply with the requirements of the Construction Schedule for their portions of the Work.

L. The Completion and Milestone Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of others. Completion and Milestone Dates are Contract requirements and are of the

essence to the Contract Documents and to the coordination of the Work by the Contractor. Completion and Milestone Dates represent the latest allowable completion time for those portions of the Work to which each Date relates. The Dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with work performed by the Contractors or others. The Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling, and coordinating the Work in order to complete in accordance with those requirements.

3.4 SCHEDULE UPDATES

A. A monthly Schedule Update Meeting will be held one (1) week prior to the progress meeting at the construction site to review and update the CPM Schedule. Project Coordinator and Contractor will attend the Schedule Update Meeting. Actual progress of the previous month will be recorded, and scheduling of future work activities will be reviewed. The duration of activities and their logical connections may be revised as needed. Decisions made at these meetings and agreed to by all parties are binding with the exception that no contractual completion dates will be modified without formal written requests and acceptance as specified herein. Contractor must provide the following information for each update at a minimum:

1. Actual start and finish dates for all completed activities.
2. Actual start dates for all started but incomplete activities and estimated remaining durations.

B. Provide a Monthly Progress Status Report, which provides a narrative explanation of progress identified in the revised construction schedule. An electronic copy of each monthly schedule update is to be provided to the Construction Manager at the end of each month. The electronic copy is to be provided with no restrictions for viewing and analyzing using the same software with which the schedule was created. The monthly status report shall indicate the following items:

1. Summarize revisions made to the Construction Schedule since the previous submittal.
2. Work completed during the reporting period.
3. A printed copy of the entire project schedule including the updated early and late dates, activity durations, predecessors and successors and a list of any logic and duration changes executed during the update period.
4. Work anticipated to be started during the next period, including those activities already in progress.
5. Problem areas, anticipated delays, and their impact on the schedule.
6. Corrective action recommended and its effect.
7. The effect of changes on schedules of other prime Contractors.
8. Updated Tabulation of Contract Time and a printed copy of the project critical path.
9. An evaluation of the overall status of the schedule for the job.

C. Application for Payment: Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment; and that Contractor shall not be

entitled to any progress payment under the Contract Documents until Contractor has fully complied with the requirements of this Section.

D. Review by the Construction Manager and Owner of Contractor's Construction Schedule, or any revisions or updates thereto, are advisory only and shall not relieve Contractor of the responsibility for accomplishing each portion of the Work within each and every applicable Completion Date. Omissions and errors in the approved or accepted Construction Schedule, or any revisions or updates, shall not excuse performance which is not in compliance with the Contract Documents. Review by the Construction Manager does not make Owner, Architect, or Construction Manager liable to Contractor for time or cost overruns flowing from such omissions or errors.

3.5 RECOVERY SCHEDULES

A. Should the updated Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of Construction Manager that any Contractor is ten (10) or more days behind schedule for any Completion Date, Contractor shall within seven (7) days after notice by Construction Manager, prepare a recovery schedule at no cost to Owner explaining and displaying how Contractor intends to reschedule his Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period. Contractor shall also coordinate schedule changes for implementation by General Contractor in overall schedule.

1. If Contractor believes that all of the time can be recovered during the subsequent pay period, Contractor shall be permitted to prepare a recovery schedule as set forth below. However, if Contractor believes it shall take more than thirty (30) days to recover all of the lost time, he shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements of a schedule revision as set forth.
2. Contractor shall prepare and submit to the Construction Manager a limited duration recovery schedule, incorporating best available information from Subcontractors and others which shall permit return to Construction Schedule at the earliest possible time. Contractor shall prepare a recovery schedule to the same level of detail as the Construction Schedule for a maximum duration of one month. The recovery schedule shall be prepared in coordination with other Prime Contractors.
3. Within two (2) days after submission by the Contractor or by any Prime Contractor of a recovery schedule to Project Coordinator, Contractor shall participate in a conference with the Project Coordinator and Construction Manager to review and evaluate the recovery schedule. Within two (2) days of the conference, Contractor shall submit the revisions necessitated by the review for Project Coordinator's and Construction Manager's review and acceptance. Contractor shall use the accepted recovery schedule as his plan for returning to the Construction Schedule.
4. Each Contractor shall confer continuously with the Project Coordinator to assess the effectiveness of the recovery schedule. As a result of this conference:

    a. If Construction Manager determines Contractor is still behind schedule, Project Coordinator shall direct Contractor to prepare a schedule revision

with the assistance of the Project Coordinator and comply with all of the requirements of a schedule revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of Owner and Project Coordinator as provided elsewhere in the Contract Documents; or

b. If Project Coordinator determines Contractor has successfully complied with provisions of the recovery schedule, Project Coordinator shall direct Contractor to return to the use of the accepted Construction Schedule.

5. Nothing herein alters the obligation of Project Coordinator to resolve coordination and scheduling issues in dispute between and among Contractor and other Prime Contractors.

3.6 CAUSES FOR EXTENSIONS OF TIME

A. The Contract Times will be adjusted only for causes specified in this Contract. In the event any Contractor requests an extension of Contract Time, he shall furnish justification and supporting evidence per requests specified elsewhere in these Contract Documents. Each Contractor acknowledges and agrees that actual delays in activities, which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network, do not have any effect on the Contract Time, and therefore will not be the basis for a change in Contract Time.

B. Contract Time extensions for weather delays will be based only on the following criteria:

1. General Requirements: Even though a cause of delay meets any, or all, of the conditions stated herein, it shall in all cases be presumed that no extension, or further extension, of time is due unless Contractor shall demonstrate that the delay is justified and had an impact to the critical path of the updated CPM schedule for the delay period. To this end, Contractor shall maintain adequate records supporting any claim for an extension of time and shall submit such records, including a revised CPM schedule showing the impact of the delay, with the claim. Claims due to weather shall be submitted on a monthly basis and within five days after the end of the previous month of such delay.
2. The Owner will determine Contractor’s entitlement to an extension of the Contract Time. Daily records, maintained by the Construction Manager, shall be the official source for weather data related to precipitation and temperature. A time extension of no more than one day will be granted for one day of lost work, regardless of the number of allowable reasons for lost time. The period of any extension of time shall be only for the portion of the contract actually delayed due to the abnormal weather conditions. Any extension of Contract Time allowed shall be considered non-compensable and have no impact on Contract Price.
3. Temperatures above or below the statistical mean are not considered to be justification for an extension of Contract Time.
4. Time extensions for snow shall be based on above normal snow for the project area and only based on direct impact to the CPM schedule. Only snow days with greater than 3" of snow cover will be considered in the request for time extension.

5. Time extensions for precipitation shall be based on above normal precipitation for the project area and only based on direct impact to CPM schedule. Only workdays with precipitation greater than one-tenth inch (0.10”) shall be considered in the request for time extension.

3.7 ADJUSTMENT BY OWNER

A. From time to time it may be necessary for the Contract schedule and/or Contract Times to be adjusted by Owner due to the effects of job conditions, acts or omissions of other Contractors not directly associated with this contract, act of God, technical difficulties, unavoidable delays on the part of Owner or his representatives, and other unforeseeable conditions which may indicate schedule adjustments and/or an extension of the Contract Time. Under such conditions, Owner shall direct Contractor to reschedule the work to reflect the changed conditions, and Contractor shall revise his schedule accordingly. Only the Owner in writing shall grant schedule extensions affecting the Contract Time. No additional compensation shall be made to Contractor for such schedule changes except for unavoidable overall Contract delays, in which case Contractor shall take all possible action to minimize any time extension. It is specifically noted that available Project Total or Free Float in the CPM schedule may be used by the Owner and his representative to accommodate any adjustments in time, therefore eliminating the need for a time extension.

3.8 FLOAT TIME

A. Without obligation to extend the overall completion date or any intermediate completion dates set out in the CPM network, Owner may initiate changes to the Contract work that absorb float time. Owner-initiated changes that affect the critical path on the CPM network shall be the sole grounds for extending (or shortening) said completion dates. Contractor initiated changes that encroach on the total float time identified in the CPM network may be accomplished with Owner's concurrence. Such changes, however, shall give way to Owner-initiated changes competing for the same total float time.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

B. Related Sections include the following:

1. Division 01 Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 01 Section 013100 "Project Management and Coordination" for submitting Coordination Drawings.
3. Division 01 Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Division 01 Section 013125 “Web Based Project Management System” for making shop drawing submissions.
5. Division 01 Section 014000 "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups.
6. Division 01 Section 017700 "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.
7. Division 01 Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
8. Division 01 Section 019113 “General Commissioning Requirements” for additional information and procedures.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect’s responsive action.

B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.4 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 requires 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. Architect 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 01 Section 013200 "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 resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
3. Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals may be transmitted directly to Architect's consultants, provide duplicate copy of transmittal to Architect. Submittal will be returned to Architect before being returned to Contractor.
4. If intermediate submittal is necessary, process it in same manner as initial submittal.
5. Allow 15 days for processing each resubmittal.
6. 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 on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name and address of Architect.

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.

4. The Contractors shall utilize a 9+ character submittal identification numbering system in the following manner:

   a. The first six digits are to be the applicable Specification Section number.
   b. The next three digits shall be the numbers (001-999) to sequentially number each initial separate item submitted. The last character shall be a letter (A-Z) indicating the submission or resubmission version, i.e. “A”= initial submission, “B” = 2nd submission, “C” = 3rd submission, etc. A typical submittal number would be as follows:

      033000-008-B – (xxxx)

      033000 = Specification Section for Concrete
      008 = the eighth submittal under this specification section
      B = the second submission (first resubmission) of that particular shop drawing
      xxxx = Brief description of items in submittal

5. All submittals shall be clearly identified using the numbering system described above. Submittals items received without appropriate identification will be returned without review. The Contractor on the individual items to be reviewed and on the transmittal cover sheet under which the submittals are shipped shall provide the submittal number.

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 Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
3. Contractor shall provide two paper copies of all final submittals as directed by CM. Otherwise, all submittals shall be provided electronically.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor. Architect will return any submittal not submitted individually as rejected.

1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
3. Transmittal Form: Provide locations on form for the following information:

    a. Project name.
    b. Date.
    c. Destination (To:).
    d. Source (From:).
    e. Names of subcontractor, manufacturer, and supplier.
    f. Category and type of submittal.
    g. Submittal purpose and description.
    h. Submittal and transmittal distribution record.
    i. Remarks.
    j. Signature of transmitter.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. No portion of the Work requiring shop drawings, samples or product data specified shall be started nor shall any material be fabricated or installed prior to approval of such item. Fabrication performed, materials purchased, or on-site construction accomplished which does not conform to approved shop drawings, submittals, or data shall be solely at the contractor risk and expense. The owner shall not be liable for any expenses or delay claims due to corrections or remedies required to accomplish conformity with this requirement.

J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit copies of each submittal, as follows, unless otherwise indicated:

a. Initial Submittal: Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Architect will return submittal with options selected.
b. Final Submittal: Submit not less than 5 copies unless copies are required for operation and maintenance manuals. Submit additional copies where required for operation and maintenance manuals. Architect will retain 3 copies; plus at least one additional copy if reviewed by a consultant, the remainder will be returned. 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. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operating and maintenance manuals.
k. Compliance with recognized trade association standards.
l. Compliance with recognized testing agency standards.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

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. Shopwork manufacturing instructions.
g. Templates and patterns.
h. Schedules.

i. Design calculations.
j. Compliance with specified standards.
k. Notation of coordination requirements.
l. 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 but no larger than 30 by 42 inches.
4. Number of Copies: Submit not less than 5 blue or black line prints of each submittal, unless prints are required for operation and maintenance manuals. Submit additional prints where prints are required for operation and maintenance manuals. Architect will retain 3 copies; plus at least one additional copy if reviewed by a consultant, remainder will be returned. Mark up and retain one returned print as a Project Record Drawing.

D. Coordination Drawings: Comply with requirements in Division 01 Section 013100 "Project Management and Coordination."

E. Electronic Submittals and Shop Drawings: All submittals and shop drawings may be submitted in electronic format through the project web-based management software. Specific requirements for reducing the quantity of paper copies will be reviewed at the pre-construction meeting.

1. Submit one copy electronically. Refer to Section 013125, Article 2.3, Paragraph A.1.
2. For Shop Drawings in format larger than 11 inches by 17 inches, Contractor shall provide one hard (printed) copy to the Architect along with the required electronic material.

F. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 01 Section 014100 "Quality Requirements" for mockups.
2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:

a. Generic description of Sample.
b. Product name or name of manufacturer.
c. Sample source.

5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:

a. Size limitations.
b. Compliance with recognized standards.
c. Availability.
d. Delivery time.

6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.

a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of the variations.
b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.

7. Number of Samples for Initial Selection: Submit two full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
8. Number of Samples for Verification: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

9. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

G. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.

H. Delegated-Design Submittal: Comply with requirements in Division 01 Section 014000 "Quality Requirements."

I. Contractor's Construction Schedule: Comply with requirements in Division 01 Section 013200 "Construction Progress Documentation" for Construction Manager 's action.

J. Submittals Schedule: Comply with requirements in Division 01 Section 013200 “Construction Progress Documentation."

K. Application for Payment: Comply with requirements in Division 01 Section 012900 "Payment Procedures."

L. Schedule of Values: Comply with requirements in Division 01 Section 012900 "Payment Procedures."

M. 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. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

N. Steel Products Procurement Act: Submit certifications including, but not limited to, invoices, bills of lading, mill certifications, and other certification required to verify compliance with the Act.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. An officer shall sign certificates and certifications or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements in Division 01 Section 014000 "Quality Requirements."

B. Contractor's Construction Schedule: Comply with requirements in Division 01 Section 013200 "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 Architects 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.

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. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

K. 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.

L. 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.

M. 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.

N. 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. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01 Section 017700 "Closeout Procedures."

P. 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.

Q. 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 manufacturers. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

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 ARCHITECT.

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 ARCHITECT'S ACTION

A. GENERAL: ARCHITECT WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND WILL RETURN THEM AT THE CONTRACTORS EXPENSE WITHOUT ACTION.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

1. NO EXCEPTION TAKEN – This action is assigned when the information provided requires no additional notes or comments on the submittal and the information provided is in general conformance with the plans and specifications. The contractor may release the equipment or material for purchase or fabrication.
2. MAKE CORRECTIONS NOTED – This action is assigned when the information provided requires only minor notes or comments be added or corrections made to the submittal and the information provided is in general conformance with the plans and specifications. For clarification, this action may include additional comments from the architect indicating the extent of changes required.
3. REJECTED – This action indicates the information provided does not meet the intent of the design or is not specified on the drawings and/or specifications. Product substitutions made in this manner will be rejected. The contractor shall NOT release any equipment or material for purchase or fabrication. The Architect will return the contents of the submittal at the contractor's expense. The contractor shall resubmit the entire contents of the submittal.
4. SUBMIT SPECIFIED ITEM – This action assigned indicates that information is missing from the shop drawing submittal. The contractor should NOT release the equipment or material for purchase or fabrication.

5. REVISE AND RESUBMIT – This action indicates the information provided is incomplete or notes and comments are extensive enough to require a resubmittal of some or all of the information. This resubmittal is to address all comments, omissions, misrepresentations, and insufficient data that were received by the Architect. The contractor may, at their option, release the equipment or material for purchase or fabrication or resubmit the information requested for additional action. All notations and comments must be incorporated into the final product.

C. Informational Submittals: Architect will review each submittal and will not return it or will reject and return it if it does not comply with requirements.

D. Submittals not required by the Contract Documents will not be reviewed and may be discarded. The Architect is not required to notify the sender of such action.

3.3 ELECTRONIC DOCUMENTS

A. Architect and Construction Manager will make the drawings available to the Prime Contractor after the execution of the Owner-Contractor Agreement (DOCUMENTS ARE NOT AVAILABLE DURING BIDDING).

B. Files will be furnished in their original software format and are not available in any other format. The Architect does not guarantee software/hardware compatibility. The Contractor will be charged a handling fee of $100 plus $25.00 per drawing sheet, payable to the Architect, this cost is non-refundable.

C. The documents provided were prepared by Architect or their consultants as instruments of service to the Owner for this Project. The Owner and the Architect do not endorse or warrant the documents as suitable for any other purpose. These documents are furnished without warranties or guarantees (express, implied, or statutory), for the accuracy, reliability, and completeness. These files may vary from the documents used during bidding and do not include modifications issued by addenda or bulletins. If there are conflicts between the electronic drawings and the bid set, the bid set shall govern.

D. In order to obtain any documents in electronic format the Prime Contractor shall submit to the Architect a letter on company letterhead which includes the following information:

1. At this time, our company is requesting the following drawings in electronic format:

    a. (List each drawing by the sheet no. as it appears in the Contract Documents).

2. In making this request for documents in electronic format our company hereby agrees to the following conditions:

    a. We agree to remove any and all identification of the Architect and consultants from title block prior to the use of the documents.
    b. We agree to add our title block or the title block of our supplier prior to reproducing the documents either electronically or in printed form.

c. We agree that prior to reproducing any drawing, we will verify the information and dimensions contained in the documents and assume the liability for the accuracy as if the drawings had been totally prepared by our own company.
d. We agree that the use of these electronic files is specifically for this Project, these files will not be reproduced for any other project, and the Architect has not waived the Architect's copyright or other reserved rights.
e. We agree to release and indemnify the Owner, Architect, and Construction Manager and their consultants against any losses or claims as a result of any errors or omissions in the electronic data.
f. This letter shall be signed by person authorized to agree to the terms of the letter and shall be accompanied by a check to cover the charge per drawing file listed above. Shipping and postage is not included in the amount stated above and will be an additional charge.
g. Electronic files are not construction documents. Differences may exist between the electronic files and corresponding hard-copy construction documents. The Architect and Owner make no representation regarding the accuracy or completeness of the electronic files. In the event that a conflict is discovered between the hard copy construction documents and the electronic files, hard-copy construction documents shall govern. The Contractor is responsible for determining if any conflict exists.
h. The use of the electronic files does not relieve the Contractor of fully complying with the Contract Documents or the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate your work with that of other contractors for the Project.
i. Under no circumstances shall delivery of the electronic files be deemed a sale. The Owner and Architect make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use of these electronic files.

END OF SECTION 013300

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SECTION 013516 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES:

A. Products and installation for patching and extending Work.

B. Transition and adjustments.

C. Repair of damaged surfaces, finishes, and cleaning.

1.3 RELATED SECTIONS

A. Division 01 Section 013100 “Project Management and Coordination” for work sequence, owner occupancy, and maintenance of utility services.

B. Division 01 Section 015000 “Temporary Facilities and Controls” for temporary enclosures, protection of installed work, and cleaning during construction.

C. Division 01 Section 017329 “Cutting and Patching” for cutting and patching.

D. Division 01 Section 017700 “Closeout Procedures” for final cleaning.

1.4 PHASING

A. When a Project includes a phased schedule in order to accommodate the Owner’s continued occupancy and use of the building, a continuity of building services shall be maintained including the following:

1. Fire Alarm system
2. Telephone and Communications
3. Intercom and Clock System
4. Heating
5. HVAC Controls
6. Plumbing
7. Security
8. Data
9. Power

10. Any Life Safety System such as egress, pathways, exit signage, sprinklers, smoke detectors, and emergency generator.

B. As existing systems are demolished or new systems are installed, temporary switches, piping, valves, controls, communication lines, and any related accessories and supports shall be installed in order to maintain continuity of services to the Owner-occupied areas of the building.

C. As each area is prepared for occupancy the Prime Contractor will be required to provide all necessary temporary devices and controls to operate any Life Safety System such as sprinklers, smoke detectors, and emergency generator which is required for occupancy.

PART 2 - PRODUCTS

2.1 PRODUCTS AND INSTALLATION FOR PATCHING AND EXTENDING WORK

A. New Materials: As specified in product sections; match existing Products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

3.2 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

C. Remove debris and abandoned items from area and from concealed spaces.

D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

E. Close openings in exterior surfaces to protect existing work and salvage items indicated

from weather and extremes of temperature and humidity. Insulate duct work and piping to prevent condensation in exposed areas.

3.3 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.

B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition in accordance with Section 017329 “Cutting and Patching”.

C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes in accordance with Section 017329 “Cutting and Patching”.

D. Project, Designated areas, Rooms and spaces, and Finishes: Complete including operational mechanical and electrical work.

E. In addition to specified replacement of equipment and fixtures restore existing plumbing, heating, ventilation, air conditioning, electrical, and other systems to full operational condition.

F. Re-cover and refinish Work that exposes mechanical and electrical work exposed accidentally during the work.

G. Install Products as specified in individual sections.

3.4 TRANSITIONS

A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.

3.5 ADJUSTMENTS

A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect/Engineer review.

C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

D. Fit work at penetrations of surfaces as specified in Section 017329 “Cutting and Patching”.

3.6 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

B. Repair substrate prior to patching finish.

3.7 FINISHES

A. Finish surfaces as specified in individual Product sections.

B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.8 CLEANING

A. In addition to cleaning specified in Sections 015000 “Temporary Facilities and Controls” and 017700 “Closeout Procedures”, clean Owner-occupied areas of the building affected by construction activities.

END OF SECTION 013516

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 Section 017329 "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
2. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

E. Registered Engineer Qualifications: A registered Engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing Engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
d. When testing is complete, remove assemblies; do not reuse materials on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor and Construction Manager. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.6 QUALITY CONTROL

A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 72 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Testing agency will retest and reinspect corrected work at the expense of the Contractor.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
5. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field-curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. Recognized and/or licensed firms qualified to conduct the required testing.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
2. Comply with the Contract Document requirements for Division 01 Section 017329 "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.

D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.

E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": The term "provide" means to furnish and install, complete, and ready for the intended use.

I. "Installer": An installer is the Contractor, or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

J. The term "experienced," when used with an entity, means having successfully completed a minimum of 3 previous projects similar in size and scope to this Project; compliance with any other requirements listed in the Instructions to Bidders; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding

generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradesperson of the corresponding generic name.

K. "Project site" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

E. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

B. Temporary utilities include, but are not limited to, the following:

1. Sewers and drainage.
2. Water service and distribution.
3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
4. Heating, ventilation and cooling facilities.
5. Electric power service.
6. Lighting.
7. Internet service.

C. Support facilities include, but are not limited to, the following:

1. Project identification and temporary signs.
2. Waste disposal facilities.
3. Field offices.
4. Storage and fabrication sheds.
5. Lifts and hoists.
6. Construction aids and miscellaneous services and facilities.
7. Dewatering facilities and drains.
8. Snow removal of construction site.
9. Weed trimming and grass cutting of construction site.

D. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Stormwater control.
3. Tree and plant protection.
4. Pest control.
5. Site enclosure fence.
6. Security enclosure and lockup.
7. Barricades, warning signs, and lights.
8. Temporary enclosures.
9. Temporary partitions.

10. Fire protection.
11. Fire Watch
12. Site security lighting.

E. Related Sections include the following:

1. Section 008200, “Safety and Health Management Plan Project Requirements.”
2. Section 011200 "Multiple Contract Summary".
3. Section 011400 "Work Restrictions" for use of Project premises, limits of use, and limitations on utility interruptions.
4. Section 013300 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
5. Section 015000A “Reading School District Fire Watch Information & Guidelines.”
6. Section 015000B "Reading School District Fire Watch Log Sheet.”
7. Section 015000C “Reading School District Planned Impairment Form.”
8. Section 017300 "Execution" for progress cleaning requirements.
9. Section 017419 “Construction Waste Management” for additional information and procedures.
10. Section 018119, “Indoor Air Quality Requirements” for additional requirements.
11. Section 019113 “General Commissioning Requirements” for additional information and procedures.
12. Divisions 23 through 28 for temporary heat, ventilation, and humidity requirements for products in those Sections.
13. Division 32 Sections for construction and maintenance of asphalt paving and cement concrete pavement for temporary roads and paved areas.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect and Construction Manager, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 DIVISION OF RESPONSIBILITIES

A. General: Each Prime Contractor is assigned specific responsibilities for certain temporary services and facilities used by other prime Contractors, and other entities at the site. The Contractor for General Construction is responsible for providing temporary services and facilities that are not normal construction activities of other prime Contractors and are not specifically assigned otherwise. All contractors must review this entire Specification for temporary requirements in each Contract.

B. EACH PRIME CONTRACTOR is responsible for:

1. Installation, operation, maintenance and removal of each temporary service or facility usually considered at its own normal construction activity, as well as the costs and use charges associated with each such service or facility.
2. Plug-in electric power cords and extension cords, and supplementary plug-in task lighting and special lighting necessary exclusively for its own activities.

3. Its own field office, complete with necessary furniture, utilities and internet service.
4. Its own storage and fabrication sheds.
5. Heat, ventilation, humidity control and enclosure of the building where these utilities are necessary exclusively for its own activities.
6. Temporary heat as required over the supplied 60 degree F.
7. General hoisting facilities and all hoisting requirements, including hoisting loads in excess of 2-ton, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure.
8. Collection and disposal of its own hazardous, dangerous, unsanitary or other harmful waste material.
9. Secure lockup of its own tools, materials and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
11. Collection and disposal of fluid wastes, including any water-containing effluents with or without solids until permanent sewer systems are functional and if permanent systems are equipped and/or permitted to accept such effluents.
12. Separation and disposal of solids prior to release into permanent sewer system.
13. Contractor's responsibility is to perform regular cleanup and place construction debris in designated container. Refer to Waste Disposal and Clean Up, Article 3.4.D.
14. Contractor is responsible for management and disposal of all waste generated from all construction activities in accordance with the Construction Waste Management Plan (CWMP).
15. Each Prime Contractor is responsible for removal of their respective waste from existing building demolition, additions, and other work area- related activities and shall follow procedures to direct as much waste as possible from the landfill.
16. Each Prime Contractor shall coordinate its Construction Waste Management Plan (CWMP) and disposal requirements with the other contractors.
17. Each Prime Contractor shall coordinate its CWMP and implementation to improve the efficient use of the construction staging areas.
18. Each Prime Contractor shall perform regular cleanup of construction waste to keep a clean and safe construction site. Construction Manager will reassign cleanup to other contractors and charge the contractor who is not performing the daily cleanup requirements.
19. Waste disposal support as per Article 3.4D.
20. Each Prime Contractor is responsible for coordinating Fire Watch activities with the Construction Manager, the General Contractor, and Fire Watch for impairments related to their work, including that of their subcontractors. Contractors must familiarize themselves with the Fire Watch information detailed herein under Article 3.5.N.

C. The Contractor for General Construction is responsible for:

1. Temporary facilities and controls that are not otherwise specifically assigned to the Plumbing Contract, Mechanical Contract and Electrical Contract.
2. Un-piped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
3. Stormwater control.
4. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.

5. Temporary toilets, including disposable supplies.
6. Temporary wash facilities, including disposable supplies.
7. Temporary partitions.
8. Temporary fire protection and temporary fire extinguishers.
9. Temporary heating, ventilation and air conditioning (HVAC) and humidity control from the Notice to Proceed date to NINETY (90) days prior to scheduled Substantial Completion for all phases of the Project.
10. Rodent and pest control.
11. Barricades, warning signs and lights.
12. Site enclosure fences (chain link fence).
13. Site security.
14. Temporary sidewalks and fencing.
15. Security enclosure and lockup.
16. Environmental protection.
17. Site temporary water service, water trucks, and site water systems until new water service is installed.
18. Dewatering facilities and drains for all site and building areas until permanent systems are installed.
19. Temporary stairs for construction worker access.
20. Traffic controls.
21. Weekly and as-needed street sweeping as directed by CM due to the accumulation of dirt and debris.
22. Coordination of Construction Waste Disposal for the Project for all contractors and facilities required to implement a Construction Waste Management Plan for the project in accordance with Section 017419 for all contractors.
23. Maintenance of all erosion and sediment controls per the erosion and sediment drawings. The County Conservation District has final decision in all related E&S requirements and maintenance needs.
24. Project identification, temporary signs and traffic controls.
25. Control and coordination of fire watch activities.
26. Protection of existing finishes to remain.
27. Snow removal and clearing of the site to provide access to all construction work areas, construction parking, and staging areas at all times.
28. Trimming and clearing of all weeds and grass cutting in the construction site to maintain a clean, organized site at all times.
29. Fire Watch implementation as required for the project as detailed in Article 3.5.N.

D. The Plumbing Contractor is responsible for:

1. Piped temporary water service distribution from the new water service when it is within 5 feet of the building.
2. Temporary sewers and drainage.
3. Dewatering facilities and drains for all work that is Plumbing Contractors responsibilities and once permanent construction is installed (e.g. once permanent deck or waterproof decking is installed).
4. Temporary fire hoses and signs.
5. Security enclosure and lockup in coordination with the General Contractor.
6. Piped storm water from roof sections as schedule dictates.
7. Piped temporary toilet fixtures, wash facilities, and drinking water facilities.

8. Plumbing connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, Mechanical Contract, and Electrical Contract.

E. The Heating, Ventilating and Air-Conditioning (HVAC) Contractor is responsible for:

1. Temporary gas service for heating requirements of HVAC Contractor only.
2. Permanent and/or temporary heating, ventilation and air conditioning (HVAC) from NINETY (90) days prior to Substantial Completion for each area until after Owner occupancy.
3. Security enclosure and lockup in coordination with General Contractor.
4. Dewatering and drainage for Work under scope.

F. The Electrical Contractor is responsible for:

1. Temporary electric power service and distribution. Temporary lighting for building and site.
2. Power lines and outlets for temporary electric water coolers.
3. Connections for illuminated signs.
4. Secure the Site and lockup in coordination with the General Prime Contractor.
5. Electrical connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, Mechanical Contract and Electrical Contract.

1.5 USE CHARGES AND OUTLINE REQUIREMENTS

A. General: Cost or use charges for required temporary facilities shall be included in the total Contract Sum are not chargeable to Owner, Construction Manager, or Architect as extra costs. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. Owner's construction forces.
2. Occupants of Project.
3. Architect and Construction Manager (CM).
4. Testing agencies.
5. Personnel of authorities having jurisdiction.

B. Water Service: General Contractor shall be responsible for all water needs on project, from a water truck, temporary service as shown on the Phasing Drawings, or from new water service, from Notice to Proceed and until new permanent water service is installed and metered to building site. Owner will pay for metered use charges for the Project once the permanent system is installed, tested and accepted by Water Authority.

C. Sewer Service: Each individual Contractor shall be responsible for collecting and disposing of any water containing solids or other effluents with or without solids that are to be disposed of as a function of their work until the permanent septic or sewer system is fully functional and operational. Any effluents not permitted to be discharged into sewer or septic system shall be collected and disposed of by each Contractor responsible for generating the discharge.

D. Electric Service: Electrical Contractor shall furnish and install temporary power service for construction activities. Owner shall pay for all metered use charges from temporary service. Once permanent service is active, Owner will pay for use charges for permanent service.

E. HVAC System:

1. General Contractor shall provide temporary HVAC systems and pay for all HVAC costs for all building areas from Notice to Proceed until NINETY (90) days prior to Substantial Completion.
2. HVAC Contractor is responsible for providing and operating the permanent HVAC system or any temporary HVAC system required for all building areas at all times from NINETY (90) days prior to Substantial Completion until after Owner occupancy. Utility costs for permanent HVAC system use will be paid by Owner. Utility costs for any approved temporary HVAC system provided by HVAC contractor in the ninety (90) day prior to Substantial Completion period shall be paid by the Owner provided that the temporary HVAC equipment is connected to the permanent HVAC system.
3. General Contractor is responsible to protect any existing HVAC systems indicated to remain.
4. General Contractor is responsible to provide any supplemental HVAC equipment, including humidification and/or dehumidification equipment, that is necessary for the installation of new construction and finishes and maintaining equipment in place until Substantial Completion.
5. Owner will not be responsible for any costs for servicing, maintaining or operating temporary or permanent systems until after Substantial Completion of each phase.
6. HVAC Contractor must maintain, operate and extend equipment warranties as required to provide the Owner with a new, clean system with all warranty periods in effect as required by the Contract Documents.
7. HVAC Contractor shall provide a filter change after the date of Substantial Completion. Reference Section 018119, Indoor Air Quality Management for filter requirements.
8. HVAC Contractor shall comply with all the requirements of Article 3.2.G.
9. HVAC Contractor shall provide all necessary controls for safety requirements including smoke or fire monitoring, and with all necessary shutdown features to run and operate temporary or permanent HVAC systems.

F. Clarification of Utility Use Charges:

1. The Owner will pay for utility company metered electrical usage for construction activities and for one job trailer for each prime contractor.
2. The General Contractor will pay for communication usage of the Construction Manager.
3. Communication hook-up fees for the CM will be paid for by General Contractor.
4. Each Prime Contractor shall pay for their communication usage.

1.6 SUBMITTALS

A. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

C. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

1.7 QUALITY ASSURANCE

A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.8 PROJECT CONDITIONS AND OPERATION

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

1. Temporary Use of Permanent Facilities: Installer of each permanent system and service shall assume responsibility for operation, maintenance, and protection of each permanent system and service during its use as a construction facility before Owner’s acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Undamaged, previously used materials in serviceable condition may be used if approved by Construction Manager. Provide materials suitable for the intended use.

B. Portable Chain-Link Fencing: The General Contractor shall provide temporary, post-driven galvanized steel chain link fence, 6’-0” high, 11-gauge wire in a 2” (50-mm) mesh with top and bottom selvages knuckled with movable supported ballast systems. At select locations where approved by CM, provide driven posts.

C. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

D. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.

E. Water: Potable.

F. Pavement and Concrete: Comply with requirements of Division 03 and 32 Sections.

G. Lumber and Plywood: Comply with requirements of Division 06 Section “Rough Carpentry”.

H. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.

I. Paint: Comply with requirements in Division 09 Section “Painting”.

2.2 TEMPORARY FACILITIES

A. General: Provide equipment suitable for use intended.

B. Field Offices:

2.3 EQUIPMENT

A. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
2. Extinguisher shall have a valid inspection tag.

B. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

C. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units with both hot and cold water, including paper cup supply.

D. Temporary HVAC Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.
3. Temporary Dehumidifying Equipment: Provide system engineered by temporary equipment supplier for expected conditions and interior environment requirements specified. Provide self-contained, recirculating refrigeration units with water collection and filtration capabilities.

    a. Equipment shall be sized with sufficient moisture extraction capabilities to maintain ambient interior air within specified relative humidity range.
    b. Provide collection and/or drainage capabilities to prevent condensate from re-evaporating in conditioned space or from spilling on floors.

E. Generators: Provide generators sized to power equipment where temporary electric service is of insufficient capacity.

F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

H. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION AND REQUIREMENTS

A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.

B. Sewers and Drainage by General Contractor: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.

1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
2. Connect temporary sewers to municipal system as directed by sewer department officials.
3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.

C. Water Service: N/A
   a. point.

D. Sanitary Facilities and Drinking Water by General Contractor: Provide temporary toilets, hand/wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

1. Drinking Water: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
2. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, hand sanitizer, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
3. Toilets: Use of Owner's existing toilet facilities will not be permitted unless Owner provides permission. Install self-contained toilet units. Shield toilets to ensure privacy. Contractor shall comply with the requirements of Section 008200, Safety and Health Plan Project Requirements, Article 13.0, Infectious/Communicable Disease Plan (ICDP), Common Practices, Paragraph C for temporary toilet facility requirements.
4. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled. Contractor shall comply with the requirements of Section 008200, Safety and Health Plan Project Requirements, Article 13.0, Infectious/Communicable Disease Plan (ICDP), Common Practices, Paragraph C for hand wash stations.
5. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

E. Chain Link Fence:

1. The General Contractor shall secure the site and furnish gates as required for project and directed by Construction Manager. The fencing and gates shall be relocated and adjusted during the Project as required, as noted on the Phasing Plans(s) and/or as directed by Construction Manager.

F. Temporary HVAC: The General Contractor shall provide temporary HVAC and humidity control required by construction activities, for curing or drying of completed installations, or protection of installed construction from adverse effects of low temperatures or high humidity from Notice to Proceed to NINETY (90) days prior to Substantial Completion for each new and renovation building area. Temporary HVAC and humidity control shall also be provided in all new building areas scheduled for work in order to maintain productivity of all trade contractors and personnel. Comply with the following:

1. Select safe equipment that will not have a harmful effect on completed installations or elements being installed.
2. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
3. Maintain the temporary heat to a minimum of 60 degrees F.
4. The General Contractor shall provide all other Prime Contractors with the Project Schedule and the minimum heating requirements to protect the Work as scheduled. If through no fault of any other Prime Contractor, the General Contractor does not maintain the original approved schedule, the General Contractor shall continue to provide temporary heat and humidity control to other Prime Contractors when required.
5. The General Contractor shall not be responsible for providing temporary heat and humidity control in permanently unconditioned areas or in areas not scheduled for

work, unless the approved schedule is modified and accepted by the Owner and all Prime Contractors.

6. Prime Contractors are responsible for protecting their work in unconditioned or unscheduled work areas at no additional expense to the Owner.
7. Prior to the permanent heating system being operational, and when necessary for the proper prosecution of the work, the General Contractor shall provide, maintain, operate and pay all costs including fuel, for sufficient approved heat.

G. Temporary/Existing/Permanent HVAC: The HVAC contractor shall provide HVAC from NINETY (90) days prior to Substantial Completion of each new and renovation building area and at all times for all building areas that are occupied or under construction and shall comply with the following:

1. When noted above, the HVAC contractor shall provide, maintain and operate sufficient temporary heating/cooling. If the new permanent heating or cooling system is used during this period, the HVAC contractor shall professionally clean all HVAC systems.
2. The HVAC Contractor shall properly protect all HVAC equipment/systems from construction air dust and debris beginning from initial installation.
3. Select safe equipment that will not have a harmful effect on completed installations or elements being installed.
4. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
5. Maintain the temporary heat to a minimum of 60 degrees F for construction areas and at 70 degrees F for all occupied areas.
6. At NINETY (90) days prior to Substantial Completion of new building areas, the Owner shall pay for fuel and electric energy used to operate the approved temporary or permanent heating or cooling and exhaust system, provided that due care is exercised to avoid excessive use of fuel.
7. Portable heaters will not be acceptable during final finishing operations.
8. The new permanent heating and exhaust system or any portion thereof may be used by the HVAC Contractor to provide temporary heat and exhaust as required for the proper prosecution of the work as long as all the necessary protection and cleanup required by the Specifications and recommended by the manufacturer are strictly followed, and only when outside air is supplied directly to the burners. The HVAC Contractor shall, when operating the permanent system complete all required servicing and adjusting to maintain the system in proper running order to prevent damage to the building or its equipment during the construction period. Units placed in permanent operation must be fully controlled using the final control system operational sequence.
9. When the HVAC Contractor performs startup and begins using the permanent HVAC systems, the Contractor must provide pre-filters, return air filters, plenum filters and or other modifications to the systems necessary to prevent dirt, dust and other contaminants from entering the system. If measures implemented do not prevent dust from entering the systems, the HVAC Contractor shall perform cleaning of duct, coil and other HVAC components necessary to provide clean HVAC systems at Substantial Completion of the Project.
10. Prior to turning over the new permanent heating and ventilating system to the Owner, the HVAC Contractor shall thoroughly clean the system, provide new filters, make re-adjustments as required and bear all cost to place the system in

first-class operating condition. Contractor shall follow all requirements for cleaning and media as provided in Section 018119, Indoor Air Quality Management.

11. The warranty period of individual pieces of equipment of the permanent system used during the construction period shall be extended during the temporary use period and the starting date used for determination of expiration for such warranties shall begin upon final acceptance of the project by the Owner.
12. Work which is damaged as a result of improper or insufficient climate control shall be removed and replaced.

H. Ventilation and Humidity Control by General Contractor:

1. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
2. Temporary Humidity Control:

    a. General: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work, or for protection of installed work from deterioration due to variations in ambient conditions and/or adverse effects of high humidity, the General Contractor shall provide temporary humidification or dehumidification equipment to maintain the required conditions. This equipment may require air conditioning to achieve the desired results and maintain the Project schedule. Determination of the required equipment is the responsibility of the General Contractor. Coordinate the use of the equipment with temporary heating to produce the required conditions with a minimum overall use of energy.
    b. Construction Dehumidification (ongoing): The General Contractor shall provide portable dehumidification units for use during construction. Units shall be provided as required to maintain optimal building moisture conditions required for the proper performance of the Work. Moisture levels shall be maintained throughout both occupied and unoccupied areas of the facilities.
    c. Units shall be refrigeration-based and shall include standard 115V power cord, humidistat, integral condensate pump, wheels and handle. Units shall be as manufactured by Ebac or approved equal. Dehumidifier capacities and quantities shall be as follows:

        i. Quantity 15 - Minimum 25 gallons/day capacity (Ebac BD150CR or equal).
        ii. Locations shall be as agreed upon in the field with the Architect and Construction Manager.

    d. General Contractor shall furnish and install drainage hoses and connections to discharge condensate to exterior of building at locations acceptable to the Construction Manager and Architect.
    e. The Electrical Contractor shall be responsible to distribute power sources throughout each area of the building dedicated for the purpose of power for

the humidification and/or dehumidification units. This power shall be in addition to power required by the trades for performance of their Work.

I. Electric Power Service by Electrical Contractor: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, and automatic ground-fault interrupters.

1. Install power distribution wiring overhead or underground and rise vertically where least exposed to damage.
2. Electric power service including all necessary poles and accessories shall be extended from off-site available sources after coordination with local electric utility company.
3. Provide adequate temporary electric service and for the following temporary field offices for light, power, heating and cooling located on the site:

   1 – General Contractor
   1 – Construction Manager*
   1 – HVAC Contractor
   1 – Plumbing Contractor
   1 – Electrical Contractor
   a.

4. All extensions from the temporary power receptacles shall be provided by the parties requiring power.

J. Electric Power Service: Use of Owner's new electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

K. Electric Distribution by Electrical Contractor: Provide receptacle outlets adequate for connection of power tools and equipment in new and existing building areas.

1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
2. Provide warning signs at power outlets other than 110 to 120 V.
3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
4. Provide metal conduit enclosures or boxes for wiring devices.
5. Provide 4-gang outlets, spaced so 100-foot (30-m) extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
6. At earliest feasible time, but no later than 60 days prior to Substantial Completion of each Phase, provide permanent electric distribution systems.
7. Provide 150A, 208V, 3-phase power distribution for temporary connections for other Trades. Provide power distribution at multiple locations as required . Power distribution may be provided from temporary source or permanent power distribution where available. Remove all temporary power distribution when it is no longer required.

L. Lighting by Electrical Contractor: Provide and maintain temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions. Wherever overhead floor or roof deck has been installed, the Electrical Contractor shall provide temporary lighting with local switching.

1. For new construction and existing buildings where all systems are removed:

a. Install and operate temporary lighting that fulfills security and protection requirements without operating the entire system.
b. Provide LED temporary lighting. Unless noted otherwise, each “lamp” shall be a minimum of 1600 lumens, either screw-in type or native LED type. Where higher lumens are specified, lighting shall be native LED, not screw-in type. Lamps shall be uniformly distributed in all areas requiring temporary lighting to meet the minimum illumination intensity noted for the area or operation as outlined by the Occupational Safety and Health Administration (OSHA) standard for minimum illumination requirements at construction sites (OSHA 29 CFR 1926.56).
c. At earliest feasible time, but no later than 60 days prior to Substantial Completion of each Phase, provide permanent lighting systems both inside the building and on the site for use in completing construction and lighting the project site. Contractor must operate, maintain and protect the permanent systems through final completion of the project and provide full project warranty from the contract completion date of the project.

M. For existing construction: Maintain all existing HVAC, electrical fire safety, communications, and lighting systems in operation at all times until new systems are in place and operational. Do not interrupt service unless areas are not occupied in accordance with the schedule. Where all existing systems are removed for new installations, provide, at minimum, temporary systems as noted above for new construction areas. At earliest feasible time but no later than 45 days prior to Substantial Completion of each phase provide permanent systems. Contractor must operate, maintain and protect the permanent systems through final completion of the project and provide full project warranty from the contract completion date of the project.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will not be permitted to use permanent facilities.

B. N/A.
1.

C. N/A

D. Waste Disposal Facilities and Cleanup: Each Prime Contractor will provide waste-collection containers in sizes adequate to handle regular waste generated from construction operations. Each Prime Contractor pay for and dispose of all their

construction waste in accordance with the CWMP and its provisions throughout all Project activities. Each Prime Contractor shall coordinate the dumpster locations with the General Contractor. Each Prime Contractor is responsible for collecting, and disposing of, their respective construction waste generated from the existing building demolition . Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste and dispose of this waste.

1. Each Prime Contractor shall develop a Construction Waste Management Plan (CWMP) to consolidate and organize the area designated for each Prime Contractor to locate dumpsters. Each Prime Contractor shall perform waste collection and disposal on a daily basis for all site and building areas in full compliance with the CWMP. Each Prime Contractor shall implement, remove and manage waste in compliance with the CWMP and shall;

    a. Indicate type of waste materials Project will produce and estimate quantities of each type.
    b. Provide detailed information for on-site waste storage and separation for recyclable materials.
    c. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.

2. Contractor shall clean up all work areas on a daily basis, including all site and building areas in full compliance with the CWMP. Contractor shall also segregate materials and place them in designated containers.
3. General Contractor shall be responsible for daily cleanup of all areas of the building unless noted otherwise below. HVAC contractor shall be responsible for daily cleanup of all mechanical rooms. . Plumbing Contractor shall be responsible for daily cleanup of all plumbing materials. Electrical Contractor shall be responsible for daily cleanup of all electrical material and debris. All contractors shall be responsible for daily cleanup of the areas in which they are working.
4. Owner, after consultation with the Construction Manager, shall deduct $200.00 per day from each contractor that is not performing the required daily cleanup. The total amount will be deducted from the contractor’s total contract sum. Construction Manager will re-assign cleanup or hire an independent contractor to perform cleanup. Construction Manager may also withhold processing of payment request until cleanup duties are resumed to the Construction Manager’s satisfaction.
5. Each Contractor is responsible for removal of their respective waste from Work associated with its Contract and shall follow procedures to direct as much waste as possible from the landfill.
6. CWM shall coordinate the locations of the waste containers with Prime Contractors and as noted on Phasing Plan(s). All locations to be confirmed with the Construction Manager prior to placement.
7. General Contractor shall:

    a. Provide equipment and labor required for positioning and relocating waste containers on site as well as compacting or consolidating materials in the containers.
    b. Provide equipment and labor required for lifting and hoisting any material handling units of 2.5 cubic yards, 1,000 lbs. (48” x 40”) into the building areas

from waste management trucks and also back out onto trucks when boxes are full.

8. GC's waste hauler will remove all waste containers from the Project site.
9. Each Contractor shall comply with Construction Waste Management Plan requirements.

E. Janitorial Services by General Contractor: N/A.

F. Field Offices: N/A

G. Temporary Elevator Use: N/A.

H. Temporary Stairs by General Contractor: N/A .

I. Traffic Controls by General Contractor: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Provide construction site signage on adjacent roads and site to direct public and construction traffic (both vehicular and pedestrian), comply with CM and Owner's request for all site and road signage. Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

J. Project Identification and Temporary Signs by General Contractor:

1. Prepare and install one 4' x 8' Project identification sign as indicated on the drawings or directed by the Construction Manager and Architect. Do not permit installation of unauthorized signs.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION - BY GENERAL CONTRACTOR

A. Protection of Existing Facilities: Protect existing , equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

C. Stormwater Control: Provide silt barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: N/A

E. Site Enclosure Fence: N/A
1.

F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Lock entrances at end of each workday. Contractors shall use a combination lock and share the combination with the Owner and Owner's Representative. The Owner must have access to the space at all times in the event of an emergency.

G. Site Security: Ensure all windows, doors, and gates are closed and secured at the conclusion of each day in scheduled work areas.

1. Any exterior or interior secured doors shall remain closed at all times unless actively in use to prevent unauthorized access. Doors shall not be propped open, and mullions shall not be removed.
2. During demolition and other active work phases, if a door must be propped open or a mullion be removed for construction activities, the Contractor shall assign a dedicated individual to monitor the door continuously while it remains open. The monitor shall secure the door immediately after use.
3. Failure to comply with these provisions may result in corrective action at the Contractor's expense, including additional security measures, a fine of $100 per offense, and or removal from the site.

H. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.
2. Where indicated on phasing plan provide concrete 'Jersey' barriers.

I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
5. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use fire-retardant-treated material for framing and main sheathing.
6. Provide temporary enclosures as required to meet criteria for permanent enclosure no later than the beginning of any of the following Work:

a. Spray fireproofing.
b. Interior finishes, including gypsum wallboard finishing, painting and wall coverings.
c. Architectural woodwork.
d. Institutional casework.
e. Install temporary enclosures before time frames stated above when necessary to maintain interior relative humidity levels and temperatures as required to promote drying of concrete and concrete masonry substrates so that they achieve low enough moisture content and vapor emission levels to permit timely installation of finishes.

J. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

1. Construction dustproof partitions of not less than nominal 4-inch studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire retardant plywood on construction side.
2. Construct dustproof, floor-to-ceiling partitions of not less than nominal 4-inch studs, 2 layers of 3-mil polyethylene sheets, inside and outside temporary enclosure. Cover floor with 2 layers of 3-mil polyethylene sheets, extending sheets 18 inches up the side walls. Overlap and tape full length of joints. Cover floor with 3/4-inch fire-retardant plywood.
3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
4. Protect air-handling equipment.
5. Weatherstrip openings.

K. Exterior Surface Protection:

1. Where sequence of operations exposes exterior finished materials including, but not limited to factory finished metal, anodized metal, glass and the like, to mortars, grouts, alkalis, acids, strong detergents or other materials that may cause damage to adjacent finishes, provide surface protection materials completely over surface to be protected.
2. Comply with surface protection material manufacturer’s recommendations. Do not leave materials in place beyond maximum time limit.
3. Remove protection materials completely when at-risk work is complete.

L. Traffic Surface Protection: N/A

M. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
2. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3. Provide temporary standpipes and hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
4. Prohibit smoking and vaping in construction areas.
5. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
6. Coordinate activities with Fire Watch. Notify Fire Watch of hours of operation and planned fire-risk activities such as welding within construction areas.

N. Fire Watch:

Definitions:

Fire Watch is defined by the City of Reading Fire Prevention Code as a temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals for the purpose of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department. Impairment

Impairment is defined by the City of Reading Fire Prevention Code as a condition where a fire protection system or a portion of it is out of service and cannot function as intended during a fire event. This can include planned maintenance, an emergency, or an undetected failure. (i.e. – covering devices to provide protection from dirt, dust, off-gassing, etc., is considered an impairment). For this project, the Construction Manager shall serve as the Impairment Coordinator.

Additional guidelines set forth by the Reading School District Facilities Department have been included as Section 015000A.

Provide adequate number of and properly trained personnel to provide fire watch in accordance with NFPA 51B “Standard for Fire Protection During Welding, Cutting and Other Hot Work 1999 Edition, NFPA 101 “Life Safety Code”, Articles 9.6.1.8 and 9.7.6.1 (including appendix) and as follows:

1. Fire Watch personnel shall be trained and provide services in compliance with NFPA 601 “Standard for Security Services in Fire Loss Prevention” and shall be acceptable to the Authorities Having Jurisdiction.
2. The responsible party for Fire Watch Services as defined in Division 01 Section “Multiple Contracts Summary” shall be considered “Management” for the purposes of complying with the referenced standards.

   The party responsible for Fire Watch shall notify the Impairment Coordinator and RSD Facilities. RSD Facilities will then contact the 911 center and the Deputy Fire Chief. Representatives from the Deputy Fire Chiefs’ offices and the Fire Marshal’s Office may inspect at any time to verify that the fire watch complies with the requirements of the City of Reading Fire Prevention Code and the Project Manual.

   a. The individual assigned to provide Fire Watch shall:

1) Be responsible, alert, and awake at all times
2) Have a reliable means of communication to contact 911 (cell phone) with them at all times.
3) Have access to all areas of the building. The entire building shall be patrolled hourly.
4) Possess a functioning flashlight at all times.
5) Maintain a log indicating times of patrol in the building, areas patrolled, conditions observed, and each entry shall include the date, time of patrol, and the printed name, and signature of Fire Watch personnel. The log for reporting the fire watch, included as Section 015000B, shall be furnished to the Assistant Director of Facilities via email on 24-hour intervals over the duration of the impairment for verification and documentation.
Please note that this is not required at Reading Senior High School, which will be monitored by monitoring room personnel.

3. Conduct a coordination meeting in advance of the earliest requirement for Fire Watch with the Owner, respective Project Coordinators, Construction Manager, Authorities Having Jurisdiction, and Architect.

   a. Develop an emergency response plan for risks associated with construction. Coordinate with Owner's existing security and emergency response plan.
   b. Establish the lines of and order of communications based on each anticipated risk type.
   c. Project Coordinators shall record and transmit minutes of the meeting to attendees and to Fire Watch personnel.
   d. All impairments shall be communicated in writing to the Owner, Project Coordinator, and Impairment Coordinator/Construction Manager utilizing the Planned Impairment Form included as Section 015000C.

4. Fire Watch shall be provided at the Work by respective responsible entity as defined in Division 01 Section "Multiple Contract Summary."

   a. When hot work is being conducted.
   b. When fire alarm is not in operation in occupied areas for time greater than 4 hours.
   c. When fire suppression system is not in operation.

5. For the entire duration of time from the blocking of existing stair towers unless otherwise instructed by the Owner.
6. For the entire duration of time from the disturbance of the egress route unless otherwise instructed by the Owner.

O. Fire Extinguishers: Class A stored-pressure water-type extinguishers. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.

1. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.

2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking/vaping on the Project site and within all building areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

P. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection in facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

D. Temporary Facility Changeover for Security and Protection: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

E. Termination, Removal and Temporary Facility Changeover: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns and dispose of in a legal manner. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Section 017700 "Closeout Procedures."
4. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
5. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

3.7 NO SMOKING

A. Smoking or vaping is not permitted on the entire Project site.

3.8 IDENTIFICATION OR SIGNS

A. Only one project sign will be permitted for the site, provided by the General Contractor and listing all contractors. Individual contractor signs, other advertisements, or flags will not be permitted.

3.9 COMPLIANCE WITH TEMPORARY FACILITIES AND CONTROLS

A. If contractor does not comply with any of the requirements of this Section, CM reserves the right to recommend to Owner to withhold adequate funds from payment applications to pay for completing the Work as required.

END OF SECTION 015500

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LARRY B. MOYER JR
ASSISTANT DIRECTOR OF FACILITIES

Date: September 23, 2025

RE: Fire & Life Safety – Construction within RSD Facilities
Fire & Life Safety System Impairments - Fire Watch Requirements
City of Reading Fire Prevention Code

Scope:

The requirements set forth in this document provide the guidelines that shall be followed during any and all building construction projects within facilities of the Reading School District in accordance with the City of Reading Fire Prevention Code. All fire and life safety measures outlined shall be observed by the district, and all project coordinator/manager acting as a representative for the district, regarding fire alarm and/or sprinkler system impairments of any kind for the duration of a building construction project.

Definitions:

FIRE WATCH - A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

- This term is used in several places throughout the code. A fire watch, sometimes referred to as standby personnel, provides temporary fire safety where there are potential hazards, such as during hot work operations or when fire protection systems are out of service. A fire watch is not simply to watch for a fire but also to prevent fire by identifying and controlling fire hazards, such as the separation of combustibles from areas where welding is to occur. A fire watch also provides a method of notifying the fire department if a fire should occur.

IMPAIRMENT - a system impairment is a condition where a fire protection system or a portion of it is out of service and cannot function as intended during a fire event. This can include planned maintenance, an emergency, or an undetected failure. (i.e. – covering devices to provide protection from dirt, dust, off-gassing, etc.)

- **Emergency Impairment:** Occur unexpectedly due to system failures, such as a ruptured pipe, severed alarm wiring, or a malfunctioning fire pump.
- **Hidden Impairment**: The most dangerous type of impairment, as the problem is unknown. Examples include a closed valve left in place after work was completed or an internal blockage in a pipe.
- **Planned Impairment**: Occur during scheduled activities like maintenance, repairs, or renovations. Examples include replacing old sprinkler heads or reconfiguring system piping.

IMPAIRMENT COORDINATOR - The person responsible for the maintenance of a particular fire protection system.

- To minimize the time a fire protection system is out of service, the building owner or other designee is required to monitor impairment procedures (see commentary Section 901.7.1). This person has the responsibility for performing the actions necessary during the impairment and is the single point of contact for issues relating to the impairment; thus, it should be a person who has both authority and knowledge of the facility under consideration.

Educational Occupancy Group E - includes, among others, the use of a building or structure, or a portion thereof, by six or more people at any one time for educational purposes through the 12th grade.

Required Guideline:

All outlined requirements in accordance with the City of Reading Fire Prevention Code

Chapter 9:

901.7 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall be either evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department, and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

901.7.1 Impairment coordinator. The building owner shall assign an impairment coordinator to comply with the requirements of this section. In the absence of a specific designee, the owner shall be considered to be the impairment coordinator.

- The impairment coordinator is the person responsible for maintaining the building fire protection systems. The impairment coordinator may be the building owner or other designee, such as the plant manager or building engineer, if he or she is trained to comply with the provisions of Section 901.7.

901.7.2 Tag required. A tag shall be used to indicate that a system, or portion thereof, has been removed from service.

- When any fire protection system is taken out of service, it must be clearly identified with a visible tag that indicates the conditions of the impairment and who to notify. The tag is intended to alert building occupants and fire department personnel that the system in question is impaired. It must remain visibly in place until full protection is restored.

901.7.3 Placement of tag. The tag shall be posted at each fire department connection, system control valve, fire alarm control unit, fire alarm annunciator and fire command center, indicating which system, or part thereof, has been removed from service. The fire code official shall specify where the tag is to be placed.

- This section specifies some of the impaired locations where a tag must be used. Tagging a fire department connection, for example, is intended to alert the responding fire department that a normal operating condition does not exist for the portion of the system beyond the connection. While it is also important to tag system control valves, an impairment tag in the sprinkler riser room may not get noticed until accessed by fire department personnel. The final location of all impairment tags is subject to the approval of the fire code official.

901.7.4 Preplanned impairment programs. Preplanned impairments shall be authorized by the impairment coordinator. Before authorization is given, a designated individual shall be responsible for verifying that all of the following procedures have been implemented:

1. The extent and expected duration of the impairment have been determined.
2. The areas or buildings involved have been inspected and the increased risks determined.
3. Recommendations have been submitted to management or the building owner/manager.
4. The fire department has been notified.
5. The insurance carrier, the alarm company, the building owner/manager and other authorities having jurisdiction have been notified.
6. The supervisors in the areas to be affected have been notified.
7. A tag impairment system has been implemented.
8. Necessary tools and materials have been assembled on the impairment site.

901.7.5 Emergency impairments. Where unplanned impairments occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4.

- Unplanned impairments, of course, go beyond typical testing and maintenance procedures but are also not necessarily indicative of a fire event. For example, an unplanned emergency impairment might occur if a sprinkler head or pipe was found leaking or was accidentally impacted by a forklift. To reduce water damage and to repair the sprinkler system, the valve controlling the water supply to the affected area would need to be closed, thereby impairing protection to the area protected by that portion of the sprinkler system. The impairment coordinator must follow the procedures in Section 901.7.4 to restore protection in minimum time.

901.7.6 Restoring systems to service. Where impaired equipment is restored to normal working order, the impairment coordinator shall verify that all of the following procedures have been implemented:

1. Necessary inspections and tests have been conducted to verify that affected systems are operational.
2. Supervisors have been advised that protection is restored.
3. The fire department has been advised that protection is restored.
4. The building owner/manager, insurance carrier, alarm company and other parties involved have been advised that protection is restored.
5. The impairment tag has been removed.

Fire Watch is designed as a **temporary** measure to ensure continuous and systematic surveillance of a building for the purpose of identifying and detecting fire conditions and quickly notifying the fire department via 911 as soon as possible.

The following guidelines **shall be adhered** to regarding Fire Watch at [address]:

1. The person assigned to do Fire Watch shall be responsible, alert and awake at all times
2. The person assigned to do Fire Watch shall have a reliable means of communication to contact 911 (cell phone) with them at all times.
3. The person assigned to do the Fire Watch shall keep a log indicating times of patrol in the building, areas patrolled in the building, conditions observed in the building, and each entry shall be dated, time noted, and printed name and signature to each entry.
4. The person assigned to do the Fire Watch shall have access to all areas of the building, and the person shall have keys to all secured areas. The entire building shall be patrolled ***hourly*** including, but not limited to, the basement and all other floors.
5. The person assigned to do the Fire Watch shall have a functioning flashlight in their possession. The log for reporting the fire watch shall be furnished to the Assistant Director of Facilities via email on 24-hour intervals over the duration of the impairment for verification and documentation.
6. The 911 center has been notified as well as the Deputy Fire Chiefs. The Deputy Fire Chiefs and Fire Marshal's Office personnel may stop at any time to verify that the fire watch is in compliance with the requirement set forth within this document.

The Fire Watch shall remain in effect until the required fire protection system has been restored. If you have any questions, or if I may assist you further, contact me as soon as possible via email or the mobile number listed above.

Noncompliance with the above orders can subject you to fines and penalties as per the City of Reading's Building and Fire Prevention Codes.

*** *All impairments will require a fire watch to be conducted for the duration of the impairment. For clarification purposes, a system being placed on test or detection being covered would be considered a planned impairment. Fire watch log forms are attached to this document.* ***

DEPARTMENT OF FIRE & RESCUE SERVICES
OFFICE OF FIRE MARSHAL
815 Washington Street, Suite 1-41
Reading, PA 19601
610-655-6080
fire.marshal@readingpa.gov

FIRE PREVENTION OPERATIONAL PERMIT APPLICATION

Date: _____ Permit Number: _____

Type of Permit:

Tent: ☐ Hot Work: ☐ Fireworks: ☐

Blasting: ☐ Tank Removal: ☐ Carnival: ☐

Other: _____

Address of Work: _____

Applicant Name: _____

Applicant Address: _____

Project Contact Email: _____ Contact Phone: _____

Description of Project: _____

_____

Applicant Signature: _____

Cost of Permit – $175

For Official Use:

Fire Marshal Signature: _____

Permit Fees Submitted:

Approved: ☐ Rejected: ☐

Plans Required: ☐ Plans Submitted: ☐

Reason for Rejection: _____

_____

Reading School District Facilities - FIRE WATCH LOG SHEET

This Fire Watch Log Sheet(s) is to be maintained at the facility until the re-establishment of fire alarm service; the logs shall be submitted daily, 24-hour intervals, to the Assistant Director of Facilities – Larry Moyer via email @ moyerl@readingsd.org. The log(s) must be available to the City of Reading, Department of Fire & Rescue Services – Office of the Fire Marshal at all times during the fire watch and include the following information:

1. Patrol Time, Start/End – Every Hour throughout the duration of the fire watch.
2. Name of the person conducting the fire watch.
3. Record of any communication(s) with the Facilities Dept & Reading OFM representatives. (Findings/Comments).
4. Note any alarm system activations and notifications made or any hazardous conditions found. (Findings/Comments)

Facility Name: _____ **Planned Impairment** ___ **Emergency Impairment** ___
Facility Address: _____ **Impairment Coordinator**: _____

Date	Watch Person	Patrol Time	Findings/Comments
		Start: End:	
		Start: End:	
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Reading School District Facilities - FIRE WATCH LOG SHEET

Date	Watch Person	Patrol Time	Findings/Comments
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Reading School District Facilities Department

800 Washinton Street
Reading, PA 19601

Fire & Life Safety Protocol for Construction Projects

Project Name: _____
Project Address Line 1: _____
Project Address Line 2: _____

The Contractor seeking to conduct Hot Work or is in the process of creating a Fire Alarm System impairment must send this form along with ALL City of Reading Required Documents to the Fire Marshal via email and cc the Reading School District Facilities Contact listed below 48-hrs prior to any Hot Work or System Impairment.

Fire Marshal: fire.marshal@readingpa.gov
Reading School District Contact to be CC'd: rsdfacilitiesmailboxaccess@readingsd.org

Contractor Information

Name of Contractor: _____
Address Line 1: _____
Address Line 2: _____

Site Superintendent Name: _____ (Name) _____ (Phone)
Project Manager Name: _____ (Name) _____ (Phone)
Impairment Coordinator: _____ (Name) _____ (Phone)

Description of Work Area: _____

Date Work will take Place: _____

Duration of Work: _____ (AM) _____ (PM)

SECTION 015526 – TRAFFIC CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. The Work of this Section includes:

1. The safe and efficient movement of traffic must be maintained in the vicinity of construction by the Contractor.

1.3 RELATED SECTIONS

A. Related Work Specified Elsewhere:

1. Division 31 Section "Excavation, Backfill and Compaction of Utilities".
2. Division 32 Section "Asphalt Paving".

1.4 TRAFFIC CONTROL PLAN

A. Traffic control plan shall comply with PennDOT Publication 203 Work Zone Traffic Control and the traffic control requirements of **The City of Reading**.

B. Contractor shall implement a Traffic Control Plan as approved by all authorities having jurisdiction on the work along with any related conditions imposed by permits relative to work in or along the highways adjoining the property.

C. Contractor shall implement any Traffic Control Plan requirements imposed by any Road Opening Permit issued by the respective City and/or PennDOT relative to work in or along roads.

D. Contractor will be required to furnish, erect, and maintain traffic cones, drums, barricades, flashing danger signal lights, directional signs, and provide trained and equipped flagmen as required by the Traffic Control Plan and local and state permit requirements to restrict the movement of traffic within the construction areas and to clearly indicate the restrictions well in advance to vehicular traffic.

E. Contractor shall consult with authority having jurisdiction in establishing public thoroughfares to be used for haul routes and public access.

1.5 NOTIFICATIONS

A. Contractor shall provide advance notification to any parties so noted in the Municipal's Road Opening Permit in accordance with the required time schedule. In any event, the Municipal Police Department and Public Works Department shall be notified at least ten (10) days prior to the date Contractor desires to restrict traffic in or along any roads.

B. Contractor shall obtain advance approval from the Authority having jurisdiction should it be necessary to temporarily close a road. The following parties shall be notified at least twenty-four (24) hours in advance.

1. Local Police.
2. **The City of Reading** Department of Public Works.
3. Local Fire Company.
4. Owner.
5. Local Ambulance Service.
6. All affected residents.
7. PennDOT.

C. At least one lane must be open for traffic during non-working periods and the Contractor must be prepared to allow passage of emergency vehicles at any time.

1.6 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with access by emergency vehicles, neighboring properties, and Owner's operations.

B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.

C. Prevent parking on or adjacent to access roads or in non-designated areas.

1.7 OTHER REQUIREMENTS

A. Access must be maintained at all times during non-working periods and to the maximum extent feasible during working periods to all driveways and entrances of adjacent properties. In this regard, the construction and maintenance of steel plates or other decking across the trench may be necessary to reduce to a minimum interference with access to the adjacent properties.

B. Open trenches shall be safely decked during non-work periods by the use and maintenance of steel plates or other decking, which shall have sufficient strength to safely support all traffic including truck loads.

C. When construction work, including repaving, has been completed, the temporary measures of the Traffic Control Plan shall be removed, any damage caused by installation of the temporary measures shall be repaired, and traffic shall be restored to its former condition.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 015526

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:

1. Division 01 Section 014200 "References" for applicable industry standards for products specified.
2. Division 01 Section 017700 "Closeout Procedures" for submitting warranties for contract closeout.
3. Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Bidder.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, to extend time limit provided either by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

    a. Specification Section number and title.
    b. Generic name used in the Contract Documents.
    c. Proprietary name, model number, and similar designations.
    d. Manufacturer's name and address.
    e. Supplier's name and address.
    f. Installer's name and address.
    g. Projected delivery date or time span of delivery period.
    h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit (2) copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

    a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action.

Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

B. Pre-bid Substitution Requests: Submit one copy of each Pre-bid Substitution Request not later than 10 days prior to receipt of Bids for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Refer to Specification Section 002625, Substitution Request Form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified material or product cannot be provided.
    b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and owners.
    g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
    j. Cost information, including a proposal of change, if any, in the Contract Sum.
    k. Bidder’s certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
    l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed

substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Addendum.
b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated from the information provided it will be rejected.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect and Owner will determine which products shall be used.
3. The material selected by the Architect shall be provided at no additional cost to the Owner.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions. Deliveries addressed to the project, in general, the Owner, Architect/Engineer, or Construction Manager, will be refused and returned to shipper.

1. Notify Construction Manager and Owner 48 hours in advance of major deliveries.
2. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
4. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
5. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
6. Store products to allow for inspection and measurement of quantity or counting of units.
7. Store materials in a manner that will not endanger Project structure.

8. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
9. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
10. Protect stored products from damage.

B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that comply with requirements.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product(s)" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's and Owner’s decision will be final on whether a proposed product matches satisfactorily.

a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect and Owner will select color, pattern, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect and Owner will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COLOR SELECTION

A. Pre-Selected Colors:

1. Where colors have been specifically identified in the Contract Documents, the products provided by the Contractor shall match the selected color to the satisfaction of the Architect or the product will be rejected as non-conforming materials.
2. Manufacturers listed in the specification sections are capable of manufacturing the product specified but may not manufacture the specific selected color identified in the Contract Documents as part of their running line.

B. If additional up-charges are associated with providing the colors identified in the Contract Documents, the Contractor shall be responsible for all such costs and no additional cost to the Owner above the Contract Sum will be considered.

C. Colors Selected During Construction:

1. Products will be selected by the Architect from the standard colors of any of the listed or approved manufacturers, unless a specific color or color price range has been identified prior to bidding.

D. Location of Selected Colors: In general, preselected colors are identified in the following locations:

1. Exposed Interior Finishes: Room Finish Schedule - Color Legend.
2. Other Materials: Individual Specification Sections or notes to the Drawings.

2.3 SUBSTITUTIONS AFTER EXECUTION OF THE AGREEMENT

A. Substitution of Materials: No substitutions of materials will be considered after the Execution of the Contract without a Credit to the Owner unless a Product becomes unavailable through no fault of the Contractor.

B. NO ACTION TO REVIEW THE PROPOSED SUBSTITUTION WILL BE TAKEN BY THE ARCHITECT OR ENGINEER UNTIL THE CONTRACTOR HAS SUBMITTED THE FOLLOWING:

1. A letter itemizing the proposed credit to Owner.
2. A copy of the warranty.
3. A summary of the schedule impact.
4. Properly executed Document 002625, Substitution Request Form.

C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request as included above, or when acceptance will require revision to the Contract Documents.

D. In submitting a substitution request the Contractor acknowledges that:

1. The Contractor shall coordinate installation of the substitution including modifications to other Work.
2. The use of this Substitution will not adversely affect the Project Schedule.
3. If modifications to the work of this contract or another contract are required because of the substitution these modifications shall be made at no additional cost to Owner.
4. The Contractor waives all rights to claims for additional costs or time extension which may subsequently become apparent.

2.4 COMPARABLE PRODUCTS

A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents, and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners, if requested.
5. Samples, if requested.

2.5 USE OF NON-HAZARDOUS MATERIALS:

A. Materials used in this Project shall have no detectable levels of the following hazardous materials.

1. Asbestos of any form or type.
2. Lead in water supply line solder.
3. Lead in paint coatings and finishes.
4. Polychlorinated Biphenyls (PCBs).

B. Upon substantial completion, the Contractor shall submit, on its company letterhead, a signed statement certifying that the products supplied under its Contract had no detectable levels of the hazardous materials listed above in Paragraph 2.5.A. Final payment will not become due until five (5) copies of this letter are submitted (one each for the CM and Architect's files and three for Owner).

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

B. Related Sections include the following:

1. Division 01 Section 013100 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section 017329 "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
3. Division 01 Section 017700 "Closeout Procedures".

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, water-service piping, and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than 30 days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner’s written permission.
3. All utility interruptions shall be scheduled for weekends or holidays.

C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
2. Inform installers of lines and levels to which they must comply.
3. Check the location, level and plumb, of every major element as the Work progresses.
4. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels exceeding 80 dBA.

F. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.

H. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

A. Each prime contractor is responsible to comply with progress cleaning. The General Contractor shall be responsible for overall progress cleaning. If in the opinion of the Construction Manager, any contractor fails to comply with progress cleaning, and upon written request by the Construction Manager to the affected contractor, the Construction Manager shall direct the Architect to prepare a deduct change order. The Owner also reserves the right to perform progress cleaning and deduct the cost from the contractor or contractors responsible. If multiple contractors are at fault, the costs may be apportioned solely in the judgment of the Construction Manager. The amount deducted shall be a minimum of $200.00 per day. Construction Manager may also withhold processing of contractor’s payment until cleanup duties are resumed to Construction Manager’s satisfaction.

B. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

C. Site: Maintain Project site free of waste materials and debris.

D. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

E. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

G. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

H. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

I. Waste Disposal: Burying or burning waste materials on site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

J. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

K. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

L. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section 014000 "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. When finished work is installed, such as, but not limited to, flooring materials, toilet fixtures, roofing, doors, casework, countertops, finished wall surfaces or other materials that can be damaged during construction, provide appropriate protection immediately after installation to prevent damage.

B. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

D. Contractors shall not use finished materials and surfaces as ladders, platforms or storage shelves. Tools and toolboxes shall not be placed on finished surfaces without adequate protection.

E. Construction Manager can deduct $200.00 per day from any contractor not properly protecting their finished work or from any contractor working on, above or adjacent to finished work and not properly protecting such work.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section 017329 "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes general administrative and procedural requirements governing execution of the Work.

B. Requirements and limitations for cutting and patching of Work.

1. A Contractor, subcontractor, or sub-subcontractor requiring the cutting of openings in new Work installed by others shall have such openings cut and patched by the trade which installed the work, and such cutting and patching shall be at the expense of the Contractor, subcontractor, or sub-subcontractor requiring the opening.
2. A Contractor, subcontractor, or sub-subcontractor requiring the cutting of openings or patching of existing materials shall be performed by a sub-contractor with experience in cutting and patching of material being modified and shall be at the expense of the Contractor, subcontractor, or sub-subcontractor requiring the opening.
3. Approval to do such cutting and patching shall be received from the Architect prior to proceeding with the work and shall include installation of such reinforcement of the work as the Architect may direct.
4. All blocking, bracing, reinforcement, or structural enhancement required due to cutting and patching shall be provided at no additional cost to Owner. All patching work shall match adjacent existing Work unless otherwise noted.
5. Contractor, subcontractors, and sub-sub-contractors shall conduct Work in accordance with the Occupational Safety and Health Act of 1970 (OSHA) and all additions, amendments, and revisions thereto.

C. Related Sections include the following:

1. Division 01 Section 017300 “Execution" for additional general administrative and procedural requirements governing execution of the Work.
2. Division 01 Section 017419 “Construction Waste Management” for additional disposal requirements of hazardous materials.
3. Divisions 02 through 31 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

    a. Requirements in this Section apply to plumbing, mechanical, and electrical installations. Refer to Divisions 21 through 28 Sections for other

requirements and limitations applicable to cutting and patching plumbing, mechanical, and electrical installations.

1.3 DEFINITIONS

A. Cutting: Removal of existing or in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 PREINSTALLATION MEETINGS

A. Cutting and Patching Conferences: Prior to commencing Work requiring cutting and patching, meet at Project site with parties involved in cutting and patching to review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching Work. Inform Architect and Construction Manager of scheduled meeting. Require representatives of each Prime Contract directly concerned or affected by the cutting and patching to attend, including the following:

   a. Contractor's superintendent.
   b. Trade supervisor responsible for cutting operations.
   c. Trade supervisor(s) responsible for patching of each type of substrate.
   d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.

B. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

   1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
   2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
   3. Products: List products to be used and firms or entities that will perform the Work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and structural calculations showing integration of reinforcement with original structure.
7. Architect’s Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.6 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

1. Primary operational systems and equipment.
2. Fire separation assemblies.
3. Air or smoke barriers.
4. Fire-protection systems.
5. Plumbing piping systems.
6. Mechanical systems piping and ducts.
7. Control systems.
8. Communication systems.
9. Fire-detection and -alarm systems.
10. Conveying systems.
11. Electrical wiring systems.
12. Operating systems of special construction.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Sprayed fire-resistive material.
5. Equipment supports.
6. Piping, ductwork, vessels, and equipment.
7. Noise- and vibration-control elements and systems.

D. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

    a. Processed concrete finishes.
    b. Stonework and stone masonry.
    c. Ornamental metal.
    d. Preformed metal panels.
    e. Roofing.
    f. Firestopping.
    g. Window wall system.
    h. Stucco and ornamental plaster.
    i. Terrazzo.
    j. Finished wood flooring.
    k. Wall covering.
    l. HVAC enclosures, cabinets, or covers.

1.7 WARRANTY

A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials. Use materials that are not considered hazardous.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently, patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations. Cutting tools or saws shall be equipped with bays or containers, or connected to vacuum systems, to minimize dust.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering, and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as a carborundum saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Each Prime Contractor shall do cutting and patching in existing work or work already constructed required for the work involved in their Contract. Patch holes or openings left by him to match the unaltered existing construction:

1. In Work already constructed, lintels and structural supports required to maintain structural integrity shall be provided by the Contractor whose work requires the opening.

2. Cutting of holes, installation of curbs, and temporary, weatherproof, and secured enclosures for penetrations through the existing Work shall be the responsibility of the Prime Contractor whose work requires the penetration. Actual roof flashing and associated work must be executed by a subcontractor, hired by the Prime Contractor, who is acceptable to the manufacturer of the existing roof which shall be certified, in writing, to the Owner and Architect/Engineer by the manufacturer. Existing warranty/guarantee shall be certified as remaining valid.
3. For penetrations through new work, the Prime Contractor whose work requires the penetration shall be responsible to provide the General Contractor of location, size, and configuration required for the penetration well in advance of the scheduled work. Prime Contractor who requires penetrations through the new roof construction shall provide the prefabricated roof curb and temporary, weatherproof, and secured enclosure on top of curb.

E. Each Prime Contractor shall employ skilled and experienced installer to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

F. Each Prime Contractor shall submit written request in advance of cutting or altering elements affecting:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.

G. Should conditions of work or the schedule indicate a change of products from original installation, each Prime Contractor shall submit request for substitution as specified in Section 016000 “Product Requirements”.

1. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.
2. After uncovering work, inspect conditions affecting installation of products or performance of work.
3. Report unsatisfactory or questionable conditions to Construction Manager and Architect/Engineer, in writing; do not proceed with Work until Architect/Engineer has provided further instructions.

H. Each Prime Contractor shall submit written notice to Construction Manager designating the date and time the work will be uncovered.

1. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
2. Provide devices and methods to protect other portions of project from damage.
3. Provide protection from elements for that portion of the project exposed by cutting and patching work and maintain excavations free from water.

I. Each Prime Contractor shall execute cutting, fitting, and patching including excavation and fill, to complete Work and to:

1. Make its several parts fit together properly.
2. Uncover portions of the work to provide for installation of ill-timed work.
3. Remove and replace defective work.
4. Remove and replace work not conforming to requirements of the Contract Documents.
5. Remove samples of installed work as specified for testing.
6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

J. Each Prime Contractor shall execute Work by avoiding damage to other work and providing proper surfaces to receive patching and finishing.

K. Each Prime Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

L. Each Prime Contractor shall restore Work with new products in accord with requirements of Contract Documents.

M. Each Prime Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

N. Each Prime Contractor shall maintain integrity of wall, ceiling, or floor construction, and completely seal voids.

O. Each Prime Contractor shall refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

P. Each Prime Contractor shall identify hazardous substance or condition exposed during the Work and report to the Construction Manager for decision or remedy.

3.4 HAZARDOUS MATERIAL PROVISIONS

A. Potential for Hazardous Materials that may affect the Work: Certain environmental conditions or hazardous materials may exist or be encountered during the Work. Each Prime Contractor shall follow the guidelines listed below for the environmental conditions listed that may exist or be encountered during the Work.

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

1. Lead-Based Paint: Painted and varnished surfaces in buildings built prior to 1978 must be assumed to be coated with lead-based paint. Contractors shall

immediately report to Construction Manager any areas suspected to be lead paint for decision or remedy. Contractor shall be responsible for all costs related to removal of lead-based paint items in areas affected by their Work as noted below. All required testing shall be performed in accordance with applicable EPA and HUD standards and guidelines pertaining to lead-based paint inspections.

a. Lead-Based Paint Disturbance. Each Prime Contractor shall be responsible for lead-based paint disturbance precautions.

    i. For buildings defined as a Child-Occupied Facility (children under the age of 6). When these surfaces are disturbed, that disturbance shall be conducted in accord with the Environmental Protection Agency (EPA) 40 CFR, Part 745 “Lead, Renovation, Repair and Painting Program”. Compliance is to include using EPA licenses and certified trained renovators, Owner and occupant notifications, work area containment, dust minimization, and clean-up certification. Architect/Engineer shall be copied on the Owner and occupant notifications.

    ii. For buildings that are not defined as a Child-Occupied Facility (children under the age of 6), all renovation or new construction work that impacts painted components containing lead shall be performed in accordance with the OSHA Lead-in Construction Standard (29 CFR 1926.62), as applicable to the work being performed; and a proper waste management plan shall be utilized to certify that the waste is tested for hazardous waste classification, as applicable, and properly disposed or recycled. Contractors working on the project are responsible for fulfilling all applicable OSHA requirements pertaining to lead, as well as all other applicable federal, state, or local requirements or regulations pertaining to lead-in construction.

b. Lead-Based Paint: Demolition and Handling

    i. Contractor shall handle, contain, store, test, transport, and dispose of demolition debris with lead-containing surface coating in accordance with applicable local, state, and federal regulations. Most painted architectural components in fair condition (not blistering, peeling, etc.), by law, may be disposed of as Construction and Demolition (C&D) debris. If deemed necessary for disposal, Contractor shall be responsible for collecting and having analyzed representative samples of the waste. If necessary, samples shall be tested for toxicity using the Toxicity Characteristics Leaching Procedure (TCLP) for lead sufficient to determine whether the debris is a hazardous waste as defined in 40 CFR 261.3, or a residual waste, as defined in 25 PA Code 287.1, and shall include such analysis as required by the disposal facility. A qualified environmental laboratory acceptable to the Architect and Construction Manager shall conduct tests. A copy of all testing shall be forwarded to the Architect, Construction Manager and Owner.
    ii. The Contractor shall be responsible for the costs of sample collection and laboratory analysis. Alternately, Contractor can assume lead

waste generated is a hazardous waste and TCLP testing is not required, but the waste must then be disposed of and transported as hazardous waste.

iii. If, based on testing, there is any hazardous waste generated and transferred to a hazardous waste disposal facility, Contractor shall provide, within 45 days from the time the material is transferred to the disposal facility, a waste manifest to the Owner that identifies the disposal facility name and address, EPA Identification Number, the identity of the waste material, and a statement certifying that the waste was disposed at that facility, including the date. Forward original document to Owner with a copy to the Architect and Construction Manager.

2. Polychlorinated Biphenyl (PCB) Light Ballasts and Mercury-Containing Fluorescent Light Fixture Recycling and Disposal

   a. PCB Light ballasts:

      i. Ballasts demarcated as non-PCB containing may be recycled as non-PCB ballasts in accordance with applicable industry standards for those types of ballasts.
      ii. Ballast that do not carry a demarcation of non-PCB should be assumed to contain PCB's and recycled as PCB ballasts in a facility that accepts PCB ballasts as universal waste unless they are electronic (no suspect oil). Leaking PCB light ballasts shall be disposed of as hazardous waste unless testing is performed to classify the waste for PCB's.

   b. Fluorescent light tubes should be assumed to contain mercury at levels that could deem them "hazardous waste" for disposal purposes. All fluorescent light tubes impacted by renovation or new construction work shall be sent for recycling as universal waste to a facility that accepts mercury-containing light tubes as part of their universal waste program.

END OF SECTION 017329

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:

1. Division 01 Section 011200 “Multiple Prime Contracts” for coordination of responsibilities for waste management.
2. Division 01 Section 017329 “Cutting and Patching” for additional recycling and disposal requirements of certain hazardous materials that may exist at the Project such as lead-based paint, PCB light ballasts, and mercury-containing fluorescent light fixtures.
3. Division 02 Section 024116 “Structure Demolition” for disposition of waste resulting from demolition of buildings, structures, and site improvements.
4. Division 02 Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements**.**
5. Division 04 Section "Unit Masonry Assemblies" for disposal requirements for masonry waste.
6. Division 31 Section “Site Clearing” for disposition of waste resulting from site clearing and removal of above-and below-grade improvements.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS AND RESPONSIBILITIES

A. General: Achieve end-of-Project rates for salvage/recycling of non-hazardous solid waste generated by the demolition and new construction Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials**, including but not limited to the following:**

1. Demolition Waste:

a. Concrete
b. Concrete reinforcing steel
c. Concrete masonry units
d. Bricks
e. Roofing
f. Cast stone
g. Limestone
h. Wood studs
i. Wood flooring
j. Wood joists
k. Other wood materials
l. Structural and miscellaneous steel
m. Rough hardware
n. Insulation
o. Doors and frames
p. Door hardware
q. Windows
r. Glazing
s. Metal studs
t. Gypsum board
u. Acoustical tile and panels
v. Carpet
w. Demountable partitions
x. Equipment
y. Cabinets
z. Plumbing fixtures
aa. Piping
bb. Supports and hangers
cc. Valves
dd. Mechanical equipment

ee. Refrigerants
ff. Electrical conduit
gg. Copper wiring
hh. Lighting fixtures
ii. Lamps
jj. Ballasts
kk. Electrical devices
ll. Switchgear and panelboards
mm. Transformers

2. Construction Waste:

a. Masonry and CMU
b. Insulation
c. Carpet and Pad
d. Gypsum board
e. Piping
f. Electrical conduit
g. Lumber
h. Wood sheet materials
i. Wood trim
j. Metals
k. Roofing
l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:

1) Paper
2) Cardboard
3) Boxes
4) Plastic sheet and film
5) Polystyrene packaging
6) Wood or any type of recyclable crates, including shipping pallets
7) Plastic pails

1.5 ACTION SUBMITTALS

A. Waste Management Plan: General Contractor shall submit plan within fifteen (15) days of date established for Notice to Proceed.

B. **For All Construction:** Each Prime Contractor shall provide sufficiently detailed waste management information for its Work as needed by the by the General Contractor for a waste management plan. The General Contractor shall develop and implement a Construction Waste Management Plan for all Work for the entire Project, quantifying by weight, the percentage of waste materials diverted from landfill disposal. **All Contractors and Subcontractors are required to provide their own dumpsters and pay for and dispose of all their construction waste in accordance with the CWMP and its provisions throughout all Project activities. Each Prime Contractor shall coordinate the dumpster locations with the General Contractor.**

1.6 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Each Contractor shall submit monthly waste management reports to the General Contractor. Each month, the General Contractor shall compile the data from all Contractors, and with each Application for Payment, submit report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons.
4. Quantity of waste salvaged, both estimated and actual in tons.
5. Quantity of waste recycled, both estimated and actual in tons.
6. Total quantity of waste recovered (salvaged plus recycled) in tons.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Qualification Data: For waste management coordinator.

H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

I. Hazardous Materials: If any hazardous waste is generated and transferred to a hazardous waste facility, a waste manifest shall be provided to the Owner within 45 days of the transfer of these materials. Manifest shall identify the date of disposal, disposal facility name and address, EPA Identification Number, identity of hazardous material, and certification from disposal facility that the material has been disposed of in accordance with regulations.

1.7 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: An experienced firm, with a record of successful waste management coordination of projects with similar requirements.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Waste Management Conference: General Contractor and Construction Manager shall conduct conference at Project site with all Contractors to comply with requirements in Division 01 Section "Project Meetings." Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of waste management coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

A. General: Each Contractor shall provide sufficiently detailed waste management information for its Work as needed by the by the General Contractor for a waste management plan according to the requirements in this Section. Plan shall include waste identification, waste reduction work plan, distinguish between demolition, construction and site waste, and a cost/revenue analysis. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.

1. General Contractor is to compile the waste management plan information of all Contractors into one plan and remit plan information as noted in Article 1.5. General Contractor shall monitor the construction waste management operations of each Contractor and issue notices, with copies to Construction Manager and Architect, as necessary to enforce the approved plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and

transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Include cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Each Prime Contractor shall implement approved waste management plan as prepared by General Contractor. Each Prime Contractor shall provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls."

2. Comply with guidelines for disposal and recycling of hazardous materials as outlined in Division 01 Section “Cutting and Patching.”

B. Waste Management Coordinator: General Contractor shall employ a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

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

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Permitted on Project site.

C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site, designated by Owner.
5. Protect items from damage during transport and storage.

D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

E. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

F. Plumbing Fixtures: Separate by type and size.

G. Lighting Fixtures: Separate lamps by type and protect from breakage.

H. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING, DEMOLITION, AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum 1-1/2-inch size.
2. Crush concrete and screen to comply with requirements in Division 31 Section "Earth Moving" for use as satisfactory soil for fill or subbase.

B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Pulverize masonry to maximum 1-1/2-inch size.

a. Crush masonry and screen to comply with requirements in Division 31 Section "Earth Moving" for use as general fill in the areas of structural additions.
b. Crush masonry and screen to comply with requirements in Division 32 Section "Plants" for use as mineral mulch.

2. Clean and stack undamaged, whole masonry units on wood pallets.

C. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

E. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

F. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.

G. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

H. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

I. Conduit: Reduce conduit to straight lengths and store by type and size.

J. Hazardous Materials:

1. Polychlorinated Biphenyl (PCB) Light Ballasts: Recycle as PCB ballasts in a facility that accepts PCB ballasts as universal waste unless they are electronic with no suspect oil.
2. Mercury-Containing Fluorescent Light Fixtures: Recycle as universal waste to a facility that accepts mercury-containing light tubes as part of their universal waste program.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

    a. Comply with requirements in Division 32 Section "Plants" for use of clean ground gypsum board as inorganic soil amendment.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

D. Hazardous Materials:

1. Lead-Based Paint: Samples shall be tested for toxicity to determine whether

debris is a hazardous waste as defined in 40 CFR 261.3, or a residual waste, as defined in 25 PA Code 287.1. All testing shall be performed at the expense of the Contractor responsible for disposal.

2. Polychlorinated Biphenyl (PCB) Light Ballasts: Leaking PCB ballasts shall be disposed of as hazardous waste.

3.7 ATTACHMENTS

A. The following sample CWM forms are included as Section 017419A:

1. Construction Waste Identification (Form CWM-1).
2. Demolition Waste Identification (Form CWM-2).
3. Construction Waste Reduction Work Plan (Form CWM-3).
4. Demolition Waste Reduction Work Plan (Form CWM-4).
5. Cost/Revenue Analysis of Construction Waste Reduction Work Plan (Form CWM-5).
6. Cost/Revenue Analysis of Demolition Waste Reduction Work Plan (Form CWM-6).
7. Construction Waste (Form CWM-7).
8. Demolition Waste (Form CWM-8).

END OF SECTION 017419

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FORM CWM-1: CONSTRUCTION WASTE IDENTIFICATION							
MATERIAL CATEGORY	**GENERATION POINT**	**EST. QUANTITY OF MATERIALS RECEIVED* (A)**	**EST. WASTE - % (B)**	**TOTAL EST. QUANTITY OF WASTE* (C = A x B)**	**EST. VOLUME CY (CM)**	**EST. WEIGHT TONS (TONNES)**	**REMARKS AND ASSUMPTIONS**
Packaging: Cardboard							
Packaging: Boxes							
Packaging: Plastic Sheet or Film							
Packaging: Polystyrene							
Packaging: Pallets or Skids							
Packaging: Crates							
Packaging: Paint Cans							
Packaging: Plastic Pails							
Site-Clearing Waste							
Masonry or CMU							
Lumber: Cut-Offs							
Lumber: Warped Pieces							
Plywood or OSB (scraps)							
Wood Forms							
Wood Waste Chutes							
Wood Trim (cut-offs)							
Metals							
Insulation							
Roofing							
Joint Sealant Tubes							
Gypsum Board (scraps)							
Carpet and Pad (scraps)							
Piping							
Electrical Conduit							
Other:							

* Insert units of measure.

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FORM CWM-2: DEMOLITION WASTE IDENTIFICATION				
MATERIAL DESCRIPTION	**EST. QUANTITY**	**EST. VOLUME CY (CM)**	**EST. WEIGHT TONS (TONNES)**	**REMARKS AND ASSUMPTIONS**
Asphaltic Concrete Paving				
Concrete				
Brick				
CMU				
Lumber				
Plywood and OSB				
Wood Paneling				
Wood Trim				
Miscellaneous Metals				
Structural Steel				
Rough Hardware				
Insulation				
Roofing				
Doors and Frames				
Door Hardware				
Windows				
Glazing				
Acoustical Tile				
Carpet				
Carpet Pad				
Demountable Partitions				
Equipment				
Cabinets				
Plumbing Fixtures				
Piping				
Piping Supports and Hangers				
Valves				
Sprinklers				
Mechanical Equipment				
Electrical Conduit				
Copper Wiring				
Light Fixtures				
Lamps				
Lighting Ballasts				
Electrical Devices				
Switchgear and Panelboards				
Transformers				
Other:				

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FORM CWM-3: CONSTRUCTION WASTE REDUCTION WORK PLAN						
MATERIAL CATEGORY	GENERATION POINT	TOTAL EST. QUANTITY OF WASTE TONS (TONNES)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTION PROCEDURES
			EST. AMOUNT SALVAGED TONS (TONNES)	EST. AMOUNT RECYCLED TONS (TONNES)	EST. AMOUNT DISPOSED TO LANDFILL TONS (TONNES)	
Packaging: Cardboard						
Packaging: Boxes						
Packaging: Plastic Sheet or Film						
Packaging: Polystyrene						
Packaging: Pallets or Skids						
Packaging: Crates						
Packaging: Paint Cans						
Packaging: Plastic Pails						
Site-Clearing Waste						
Masonry or CMU						
Lumber: Cut-Offs						
Lumber: Warped Pieces						
Plywood or OSB (scraps)						
Wood Forms						
Wood Waste Chutes						
Wood Trim (cut-offs)						
Metals						
Insulation						
Roofing						
Joint Sealant Tubes						
Gypsum Board (scraps)						
Carpet and Pad (scraps)						
Piping						
Electrical Conduit						
Other:						

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FORM CWM-4: DEMOLITION WASTE REDUCTION WORK PLAN

MATERIAL CATEGORY	GENERATION POINT	TOTAL EST. QUANTITY OF WASTE TONS (TONNES)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTION PROCEDURES
			EST. AMOUNT SALVAGED TONS (TONNES)	EST. AMOUNT RECYCLED TONS (TONNES)	EST. AMOUNT DISPOSED TO LANDFILL TONS (TONNES)	
Asphaltic Concrete Paving						
Concrete						
Brick						
CMU						
Lumber						
Plywood and OSB						
Wood Paneling						
Wood Trim						
Miscellaneous Metals						
Structural Steel						
Rough Hardware						
Insulation						
Roofing						
Doors and Frames						
Door Hardware						
Windows						
Glazing						
Acoustical Tile						
Carpet						
Carpet Pad						
Demountable Partitions						
Equipment						
Cabinets						
Plumbing Fixtures						
Piping						
Supports and Hangers						
Valves						
Sprinklers						
Mechanical Equipment						
Electrical Conduit						
Copper Wiring						
Light Fixtures						
Lamps						
Lighting Ballasts						
Electrical Devices						
Switchgear and Panelboards						
Transformers						
Other:						

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FORM CWM-5: COST/REVENUE ANALYSIS OF CONSTRUCTION WASTE REDUCTION WORK PLAN								
MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A x B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H = D+E+F+G)
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pails								
Site-Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

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FORM CWM-6: COST/REVENUE ANALYSIS OF DEMOLITION WASTE REDUCTION WORK PLAN

MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A x B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H = D+E+F+G)
Asphalt Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								
Mech. Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panelboards								
Transformers								
Other:								

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FORM CWM-7: CONSTRUCTION WASTE REDUCTION PROGRESS REPORT

MATERIAL CATEGORY	GENERATION POINT	TOTAL QUANTITY OF WASTE TONS (TONNES) (A)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED TONS (TONNES) (D = B + C)	TOTAL QUANTITY OF WASTE RECOVERED % (D / A x 100)
			ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (B)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (C)		
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pails								
Site-Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

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FORM CWM-8: DEMOLITION WASTE REDUCTION PROGRESS REPORT

MATERIAL CATEGORY	GENERATION POINT	TOTAL QUANTITY OF WASTE TONS (TONNES) (A)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED TONS (TONNES) (D = B + C)	TOTAL QUANTITY OF WASTE RECOVERED % (D / A x 100)
			ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (B)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (C)		
Asphalt Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								
Mechanical Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panelboards								
Transformers								
Other:								

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Instruction of Owner's personnel.
4. Final cleaning.

B. Related Sections include the following:

1. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for products of those Sections.
2. Division 01 Section 019113 “General Commissioning Requirements” for additional information and procedures.

1.3 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,
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. Complete startup testing of systems.
8. Submit test/adjust/balance records.

9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Complete final cleaning requirements, including touchup painting.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect, Owner and Construction Manager 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 Architect, which must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. If a reinspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Architect and Construction Manager. The Architect and Construction Manager will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.
3. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, each contractor shall complete and submit the following:

1. Submit a final Application for Payment according to Division 01 Section 012900 "Payment Procedures".
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit Consent of Surety to final payment using AIA Document G707.
4. Submit a Contractors Affidavit of Payment of Debts and Claims using AIA Document G706.
5. Submit a Contractors Affidavit of Release of Liens using AIA Document G706A.
6. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
8. 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, Architect, Owner and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect, Owner, and Construction Manager 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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. If a reinspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Architect and Construction Manager. The Architect and Construction Manager will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties to the Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

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 DEMONSTRATION AND TRAINING

A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and any equipment not part of a system.

1. Provide instructors experienced in operation and maintenance procedures and factory trained to provide instruction and training.
2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
3. Schedule training with Owner with at least 14 days' advance notice.

B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:

1. System design and operational philosophy.
2. Review of documentation.
3. Operations, Adjustments & Troubleshooting.
4. Maintenance & Repairs.

C. Also comply with Section 019113 “General Commissioning Requirements”.

D. System start up and commission must be completed prior to scheduling Owner instructional training.

3.2 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. Each prime Contractor is responsible for final cleaning of the work included in their contract. The General Contractor is responsible for overall coordination of the final cleaning. If any Contractor fails to provide final cleaning as specified herein, the Owner reserves the right to perform the final cleaning either with their own personnel or an outside agency. The cost of final cleaning if performed by the Owner or their representatives shall be deducted from the amount due to the contractor responsible. If the responsible contractor cannot be identified, the Owner will apportion the cost to each individual contractor, as necessary.

C. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

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. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
g. Sweep concrete floors broom clean in unoccupied spaces.
h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
i. Clean and provide waxing for tile floors as indicated on the Construction Documents.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
n. Replace parts subject to unusual operating conditions.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
q. Clean ducts, blowers, and coils if units were operated without filters during construction.
r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
s. Leave Project clean and ready for occupancy.

D. 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 017000

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Maintenance manuals for the care and maintenance of products, materials, finishes systems and equipment.

B. Related Sections include the following:

1. Section 011200 "Multiple Contract Summary" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
2. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
3. Section 017700 "Closeout Procedures" for submitting operation and maintenance manuals.
4. Section 017839 "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
5. Section 019113 “General Commissioning Requirements” for verification and compilation of data into operation and maintenance manuals.
6. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for products in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Initial Submittal: Submit 3 draft copies of each manual at least 21 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return 1 copy of draft and mark whether general scope and content of manual are acceptable.

B. Final Submittal: Submit 3 copies of each manual in final form at least 21 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (115-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary, to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.

4. Supplementary Text: Prepared on 8-1/2-by-11-inch (115-by-280-mm), 20-lb/sq. ft. (75-g/sq. m) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.

2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name, phone numbers and address for support.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address,

and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.

4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 01 Section 017839 "Project Record Documents."

G. Comply with Division 01 Section 017700 "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Miscellaneous record submittals.

B. Related Sections include the following:

1. Division 01 Section 011200 "Multiple Contract Summary" for coordinating Project Record Documents covering the Work of multiple contracts.
2. Division 01 Section 017300 “Execution” for property survey requirements.
3. Division 01 Section 017700 "Closeout Procedures" for general closeout procedures.
4. Division 01 Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Division 01 Section 017419 “Construction Waste Management” for additional information and procedures.
6. Division 01 Section 019113 “General Commissioning Requirements” for additional information and procedures.
7. Divisions 02 through 33 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Each Prime Contractor shall scan and submit one marked-up .pdf set of record drawings electronically to the Architect and Construction Manager.
2. Submit each drawing whether or not changes and additional information were recorded.
3. Each Prime Contractor shall submit requirements of the Code Enforcement office and Township, City, and/or Boro officials on annotated PDF electronic files and directories and/or paper copies of each submittal as required.

B. Miscellaneous Record Submittals:

1. See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit required annotated PDF electronic files and directories and/or paper copies of each submittal as required.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. 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.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect and Construction Manager.
e. Name of Contractor.

C. Township, City, and Boro requirements for Record Drawings:

1. In addition to requirements specified in this section and other sections of the specifications, Record Drawings shall include the requirements of the Code Enforcement office and Township, City, and/or Boro officials.

1.5 MISCELLANEOUS RECORD SUBMITTALS

A. 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.

B. Format: Submit miscellaneous record submittals in format required by Architect of marked-up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.6 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record

Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager’s reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of all systems, subsystems, and equipment.
2. Training in operation and maintenance of all systems, subsystems, and equipment.
3. Demonstration and training video recordings.

B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
2. Division 01 Section “Quality Requirements” for operational and maintenance procedures and training instruction qualifications.

1.3 SUBMITTALS

A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a list of training modules and schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. At completion of training, submit two complete training manuals for Owner's use.

B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names, and addresses of architects and owners, and other information specified.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

E. Provide approved final Operations and Maintenance Manuals for use during the training sessions.

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Schedule training only after all systems have been tested and are fully operational.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner’s personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

1.6 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

1. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
2. HVAC instrumentation and controls.
3. Electrical service and distribution system.
4. Packaged engine generators, including transfer switches.
5. Lighting equipment and controls.
6. Communication systems, including equipment. Inter-communication, clocks and programming voice and data and television.
7. Food Service Equipment.
8. Fire suppression system.
9. Plumbing systems.
10. Equipment.
11. Finishes.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project Record Documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

    a. Startup procedures.
    b. Equipment or system break-in procedures.
    c. Routine and normal operating instructions.
    d. Regulation and control procedures.
    e. Control sequences.
    f. Safety procedures.
    g. Instructions on stopping.
    h. Normal shutdown instructions.
    i. Operating procedures for emergencies.
    j. Operating procedures for system, subsystem, or equipment failure.

k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning.
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module(s). Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

C. Provide the final training manual, a site-specific agenda, and the resume of the training instructor to the Construction Manager two weeks prior to the scheduled training session.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.

C. Scheduling:

1. Schedule training only after system has been tested and is fully operational.
2. Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season. The Contractor shall include one initial training and schedule training with Owner, through Architect or CM, with at least fourteen days’ advance notice. Start up and commissioning of systems must be completed before scheduling initial instructional session.
3. For major systems equipment, the Contractor shall include one (1) follow-up training to address questions or concerns from the Owner after the equipment has been in service for a period of six (6) to twelve (12) months.

D. Review all valve tags, labeling and access locations and provide summary or plans of all valves, shutoffs, and maintenance access locations.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately.

B. Documentation: Provide video of training session in digital format requested by Owner and provide access of files to Owner within 10 days of training session. One accessible copy must be provided on thumb drive or CD/DVD format.

END OF SECTION 017900

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SECTION 018119 - INDOOR AIR QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. General: This section provides requirements for Baseline Indoor Air Quality (IAQ) Testing for maximum indoor pollutant concentrations for acceptance of the facility.

B. Indoor Air Quality Testing (IAQ Testing): The Owner's Testing Agency shall conduct this testing outside of the Construction Contract and must provide a copy of the report documenting the results of IAQ testing. This IAQ testing shall be conducted with the cooperation of, and in coordination with, the GC, HVAC, EC and PC.

1.3 RELATED SECTIONS

A. Coordinate with Commissioning activities specified in Section 019113 "General Commissioning Requirements".

B. Coordinate with Division 23 Section "Testing, Adjusting and Balancing".

1.4 SUBMITTALS

A. Baseline IAQ Testing: Submit a report for each test site specified for IAQ baseline testing as prescribed herein below and in Division 23 "Testing, Adjusting, and Balancing." Report on air concentrations of targeted pollutants identified in Subsection 3.1 of this section.

1.5 SEQUENCING AND SCHEDULING

A. Identify, program, and schedule all IAQ testing well in advance of completing construction in a manner to prevent delays to the performance of the work of this Contract in order to perform and complete all testing after the completion of construction activities and prior to occupancy.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

1.3 BASELINE IAQ TESTING

A. HVAC System Verification: To assure compliance with recognized standards for indoor air quality including ASHRAE Standard 62.1-2010 or a local equivalent (whichever is more stringent), the HVAC Contractor shall verify the performance of each HVAC system prior to IAQ Testing, including space temperature and space humidity uniformity, outside air quantity, filter installation, drain pan operation, and any obvious contamination sources.

1. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site and poor housekeeping, shall be minimized.

B. Indoor Air Quality Testing: Upon verification of HVAC system operation the Owner may, at its discretion, hire an independent contractor to test levels of indoor air contaminants for compliance with specified requirements.

1. A test plan shall be submitted to all Contractors for coordination with their activities. The plan shall specify procedures, times, instrumentation, and sampling methods that will be employed.
2. Conduct baseline IAQ testing using testing protocols consistent with the United States Environmental Protection Agency Compendium of Methods for the Determination of Air Pollutants in Indoor Air.
3. Perform IAQ testing for at least the minimum number of required sampling locations, determined as follows: For each portion of the building served by a separate ventilation system, the number of sampling points shall not be less than one per 25,000 sq. ft., or for each contiguous floor area, whichever is larger, and include areas with the least ventilation as calculated by Ventilation Rate Procedure of ASHRAE Standard -2010 or a local equivalent (whichever is more stringent), and greatest presumed source strength as identified by Owner.
    a) Verify areas to be tested with the Owner's Representative. Areas with 100% outside air ventilation rates, such as laboratories, are excluded from these testing requirements. The Owner's Representative is the sole judge of areas exempt from testing.
4. Perform IAQ testing following the completion of all interior construction activities and prior to occupancy. The building shall have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Perform testing prior to installation of furniture, workstation components, and casework.
5. Perform IAQ testing within the breathing zone, between 3’-0” and 6’-0” above the finished floor and over a minimum 4-hour period.
6. Collect air samples during normal occupied hours (prior to occupancy) with the building ventilation system starting at the daily normal start times and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing. .

7. Sample and record outside air levels of formaldehyde and TVOC contaminants at three outside air locations (as determined by Owner) simultaneously with indoor tests to establish basis of comparison for these contaminant levels by averaging the three outdoor readings for each contaminant.
8. Perform airborne mold and mildew sampling to identify species present with simultaneous indoor and outdoor readings.
9. Acceptance of respective portions of the building by the Owner is subject to compliance with specified limits of indoor air quality contaminant levels.

C. Compliance Indoor air quality shall conform to the following standards and limits:

1. Carbon Monoxide: Not to exceed 9 ppm.
2. Carbon Dioxide: Not to exceed 530 ppm higher than outdoor ambient levels.
3. Airborne Mold and Mildew: Indoor species distribution cannot vary by more than 10% from exterior sampling speciation.
4. Maximum Air Concentration Standards: Indoor room air concentration levels, emission rates, and qualities of the listed contaminants shall not exceed the limits specified in Table 3.1 below.

D. Test Reports: Prepare test reports showing the results and location of each test, a summary of the HVAC operating conditions, a listing of any discrepancies and recommendations for corrective actions, if required.

1. Include certification of test equipment calibration with each test report.

E. For each sampling point where the maximum concentration limits listed in Table 3.1 are exceeded, the HVAC Contractor is responsible for conducting additional flush-out with outside air and retesting the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from the same locations as in the first test. Retesting shall be performed at no additional expense to the Owner.

Table 3.1 MAXIMUM INDOOR AIR CONCENTRATION STANDARDS

Maxiumum concentration levels, by contaminant and testing method					
Contaminant			**Maximum concentration**	**ASTM and U.S. EPA methods**	**ISO method**
Particulates	**PM10** (for all buildings)		50 µg/m3 Healthcare only: 20 µg/m3	EPA Compendium Method IP-10	ISO 7708
	PM2.5 (for buildings in EPA nonattainment areas for PM2.5, or local equivalent)		15 µg/m3		
Ozone (for buildings in EPA nonattainment areas for Ozone, or local equivalent)			0.075 ppm	ASTM D5149 - 02	ISO 13964
Carbon monoxide (CO)			9 ppm; no more than 2 ppm above outdoor levels	EPA Compendium Method IP-3	ISO 4224
Total volatile organic compounds (TVOCs)			500 µg/m3 Healthcare only: 200 µg/m3	EPA TO-1, TO-17, or EPA Compendium Method IP-1	ISO 16000-6
Formaldehyde			27 ppb Healthcare only: 16.3 ppb	ASTM D5197, EPA TO-11, or EPA Compendium Method IP-6	ISO 16000-3
Target volatile organic compounds*	1	Acetaldehyde	140 µg/m3		
	2	Benzene	3 µg/m3	ASTM D5197, EPA TO-1, TO-17, or EPA Compendium Method IP-1	ISO 16000-3, ISO16000-6
	3	Carbon disulfide	800 µg/m3		
	4	Carbon tetrachloride	40 µg/m3		
	5	Chlorobenzene	1000 µg/m3		
	6	Chloroform	300 µg/m3		
	7	Dichlorobenzene (1,4-)	800 µg/m3		
	8	Dichloroethylene (1,1)	70 µg/m3		
	9	Dimethylformamide (N,N-)	80 µg/m3		
	10	Dioxane (1,4-)	3000 µg/m3		
	11	Epichlorohydrin	3 µg/m3		
	12	Ethylbenzene	2000 µg/m3		
	13	Ethylene glycol	400 µg/m3		
	14	Ethylene glycol monoethyl ether	70 µg/m3		
	15	Ethylene glycol monoethyl ether acetate	300 µg/m3		
	16	Ethylene glycol monomethyl ether	60 µg/m3		
	17	Ethylene glycol monomethyl ether acetate	90 µg/m3		
	18	Hexane (n-)	7000 µg/m3		
	19	Isophorone	2000 µg/m3		
	20	Isopropanol	7000 µg/m3		
	21	Methyl chloroform	1000 µg/m3		
	22	Methylene chloride	400 µg/m3		
	23	Methyl *t*-butyl ether	8000 µg/m3		
	24	Naphthalene	9 µg/m3		
	25	Phenol	200 µg/m3		
	26	Propylene glycol monomethyl ether	7000 µg/m3		
	27	Styrene	900 µg/m3		
	28	Tetrachloroethylene (Perchloroethylene)	35 µg/m3		
	29	Toluene	300 µg/m3		
	30	Trichloroethylene	600 µg/m3		
	31	Vinyl acetate	200 µg/m3		
	32-34	Xylenes, technical mixture (m-, o-, pxylene combined)	700 µg/m3		

END OF SECTION 018119

SECTION 019113 – GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. The systems installed under Divisions 22, 23, 26, 27, and 28 as well as pieces of equipment provided under other Divisions that connect to or interface with the systems of Division 22, 23, 26, 27 and 28 will be evaluated, started, and tested (commissioned) by the Prime Contractor (and assisted by the appropriate Subcontractor) to ensure that each performs per the intent of the design and/or representations made relative to performance, efficiency, and suitability for application in this project.

B. For this project, the Commissioning Authority (CA) for each system shall be the contractor responsible for furnishing and installing the systems, equipment, and controls under the Contract. The CM and Architect shall verify that all CA responsibilities and commissioning are being implemented. The CA shall have a minimum of three years of documented experience in commissioning similar systems. The CA can be a member of the contractor’s workforce and the responsibilities can be assigned to the Superintendent or other senior level staff who has experience in startup and operation of the specified systems.

C. The Commissioning Agent is an independent and knowledgeable party, that shall verify that the systems work as per the design intent and to perform the commissioning responsibilities as designated in this specification. The Commissioning Agent shall inform the Owner of the results of commissioning and provide suggestions, as necessary, to correct deficiencies in observed performance or installation.

1.3 COMMISSIONING OBJECTIVES

A. Commissioning is intended to achieve the following specific objectives:

1. The Owner will ultimately inherit a building that is designed to meet the needs of the building occupants and is built and functions as designed.
2. Systems performance expectations are clearly established.
3. Corrective actions will be made in a manner that will not compromise long-term utilization or operating expense.
4. The Owner’s operating personnel will have the integrated system training needed to confidently operate and maintain the systems.

B. Sections 220800, 230800, and 260800 outline the specific commissioning responsibilities of each contractor for that division.

1. This section of the specification describes the process for commissioning and defines the responsibilities of the Contractor and sub-contractors.
2. The commissioning process shall be applied to all equipment, components, and systems as listed in this section, including specific interfaces to and from equipment and systems provided as part of the Work.
3. Building Commissioning is a joint team effort to ensure that all systems function together properly to meet the design intent, and to document system performance parameters for fine-tuning of control sequences and operations procedures. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment start-up, control system calibration, testing and balancing, Owner training, and performance testing. This section does not supersede other requirements of the specifications. It may, though, expand on some of them.
4. Complementary to the Contractor’s responsibility to start-up the building systems, the Commissioning Agent will provide equipment-systems installation inspection and performance verification. These verifications will be a prerequisite to final equipment and systems acceptance by the Owner as per design documents. It should be emphasized that the systems verification does not negate the Contractor’s obligations to fully start-up the building systems or relieve the contractor of any contractual obligations. The Contractor's personnel shall be made available to execute all aspects of the Commissioning Process until final building acceptance by the Owner. Commissioning Program tasks and meetings may be repeated until the Owner and the Commissioning Agent are satisfied.
5. The Commissioning Agent will verify equipment-systems installation and performance after the Contractor provides written notice that the building equipment and systems installations have been completed, tested, and are fully operational. Upon this notification, the Commissioning Agent will verify the installation and performance of the equipment and system(s). Subsequent installation and performance verifications will be at the Contractor’s expense. The Contractor is responsible for all systems and equipment until final acceptance by the Owner. All guarantees and warranties shall not begin until final acceptance by the Owner.

1.4 CONSTRUCTION TEAM RESPONSIBILITIES

A. Within 45 days of the Notice to Proceed, the Prime Contractor and major Subcontractors shall submit the names of their Project Managers who will be the commissioning coordinators for this project, as well as the names, addresses, phone numbers and qualifications of Contractors’ representatives and factory trained manufacturers’ representatives for all equipment and systems required to participate in the commissioning process as specified in this Section.

B. Each Contractor, and all his sub-trades and suppliers, shall cooperate with the Commissioning Agent in carrying out the commissioning process. In this context, each Contractor shall:

1. Provide equipment and systems start-up as specified.
2. Operate equipment and systems as required for initial systems operations and for final functional performance tests as they are performed by the Commissioning Agent, including the on-site participation of approved factory trained manufacturer's representatives for equipment.
3. Attend commissioning meetings, and attend to action items arising from them, as required to allow the commissioning process to proceed on schedule.
4. Provide instruction and demonstrations for the Owner's designated operating staff, in conjunction with the Commissioning Agent, in order to meet all specified training requirements in this regard.
5. The Contractors shall make any and all necessary corrections to systems, equipment, O&M manuals, as built drawings, and procedures as necessary to meet the design intent, contract documents, or performance requirements if errors are discovered during the commissioning process.
6. The Contractors shall supply all necessary documentation, such as shop drawings, submittal data, maintenance manuals, etc. required for equipment and systems, to the Commissioning Agent for preparation of the commissioning plan, checklists, and functional performance plans.
7. The Contractors shall provide the required names, addresses and qualifications of all specified manufacturer's representatives to participate in the commissioning process prior to the initial commissioning meeting.
8. Subsequent installation and performance verifications, made necessary due to required corrections after initial verification, shall be at the respective Contractor's expense.

C. The Contractor shall provide to the Commissioning Agent three (3) copies of the following items within 10 business days of becoming available:

1. Construction schedule, including sub-schedules and milestones for all major mechanical and electrical equipment. (i.e. chillers, motor control center, air handlers, generators, VAV boxes, etc.)
2. Certified and approved start-up and testing reports for all subsystem equipment that comprise the system.
3. Control schematics and sequences of operation for the total system and all subsystems.
4. Records of required inspections for code compliance, and documentation of approved permits and licenses to operate components of the system.
5. Operating data including all necessary instructions to the Owner's operating staff in order to operate the system to specified performance standards.
6. Maintenance data including all necessary information required to maintain all equipment in continuous operation, such as the testing, balancing and adjusting report and as-built drawings.
7. Written notice that building equipment and systems have been completed, tested, and are fully operational.
8. Checklist of all submitted contract deliverables such as O&M manuals, spare parts, Owner training and equipment start-up reports.

1.5 COMMISSIONING TEAM MEMBERS

A. The members of the commissioning team shall consist of the following:

1. Commissioning Agent (CA)
2. The Owner
3. Construction Manager
4. General Contractor
5. HVAC Subcontractor
6. Plumbing Subcontractor
7. Electrical Subcontractor
8. Automatic Temperature Controls (ATC) Subcontractor

B. Contractor Responsibilities:

1. Promote cooperation between the sub-contractors and the commissioning team.
2. Attend commissioning specific pre-construction, planning and testing meetings. Coordinate with the Commissioning Agent for inputting the timing and duration of the commissioning activities into the master scheduling process.
3. Work with the Owner, sub-contractors and Commissioning Agent to coordinate each training session with the appropriate personnel.
4. Coordinate with the Commissioning Agent for those systems included in Divisions 22, 23 and 26.
5. Coordinate directly with each sub-contractor on the project specific responsibilities and contractual obligations with regards to commissioning.
6. Note any inconsistencies or deficiencies in system operations and enforce system compliance.
7. Oversee training for the systems specified in Divisions 22, 23 and 26.

C. Respective Contractor and Sub-Contractor Responsibilities:

1. Review the plans and specifications with respect to the completeness in all areas relating to Commissioning. This includes ensuring that there are adequate items included in the design to ensure the ability to properly test, balance, and adjust the systems and to document the performance of each piece of equipment and each system. Any items that are required for Commissioning but not shown shall be brought to the attention of the Commissioning Agent and Construction Manager prior to submittal of shop drawings. Likewise, any items that are required for Commissioning but not installed shall be provided at no additional cost to the project as per the design intent.
2. Provide qualified personnel for participation in systems tests, including seasonal testing required after the initial testing.
3. Cooperate with Commissioning Agent personnel, provide access to work, and provide adequate time in the work for commissioning tasks.
4. Include the cost for Commissioning Agent and all commissioning requirements in the contract price.
5. Ensure cooperation between any sub-contractors and the commissioning team.
6. Provide written documentation that the systems are complete and ready for functional testing verification.

7. Correct all related deficiencies identified during any stage of the commissioning process.
8. Furnish copies of all shop drawings, manufacturers' literature, maintenance information, or other information as may be requested.
9. Coordinate the trades as per the Commissioning Agent's testing and pre-testing responsibilities.
10. Provide training with the assistance of the Commissioning Agent as outlined in Divisions 22, 23 and 26.
11. Provide to the Commissioning Agent all proprietary test equipment required by manufacturers to test their equipment.
12. Provide technical expertise to oversee, direct, and implement the correction of deficiencies found during the commissioning process. Observe the start-up and initial testing of equipment by the Contactor and Sub-Contractors and then all final HVAC, building automation, fire alarm, emergency power, life safety, etc. The Sub-Contractor's personnel shall execute the Commissioning Program until the Construction Manager and Owner accept the final results. Commissioning tasks and meetings may be repeated until the Construction Manager and Commissioning Agent are satisfied.
13. Note any inconsistencies or deficiencies in system operations and enforce system compliance or recommend modifications to system design to improve system performance.
14. When equipment tests, results, and forms of documentation required by the contract documents are completed by the respective contractors, notify the Owner, Construction Manager, and Commissioning Agent that the systems are fully operational. After such time, the Commissioning Agent will verify systems performance.
15. In the event that a performance verification test by the Sub-Contractor fails, the cause of failure shall be determined by the Commissioning Agent and rectified as soon as possible by the Sub-Contractor, and then re-tested by the Commissioning Agent.
16. Additional, specific commissioning responsibilities for each Contractor are included in the respective specification sections noted: 220800, 230800, and 260800.

D. Commissioning Agent's Responsibilities

1. The Commissioning Agent is contracted directly with the Prime Contractor and coordinates with the Contractors on-site.
2. Execute the commissioning program, through organization of all meetings, tests, demonstrations, performance verification.
3. Develop pre-functional and functional test procedures for all equipment and systems. Test procedures shall be in accordance with the manufacturer's recommendations and shall fully describe the system configurations and tests for each component and system. Each test procedure shall include specific criteria to be tested, measured test results versus design requirements, prefunctional test sheets, approved submittal and contractor required testing.
4. Develop and maintain the commissioning schedule that shall be updated during each commissioning meeting.

5. Coordinate directly with the Contractor and the respective sub-contractors during the commissioning meetings to develop the commissioning requirements and schedules.
6. Witness a sampling of sub-contractor required testing including; piping hydrostatic and duct leakage tests. The sub-contractors shall be responsible for coordinating these tests with the Commissioning Agent.
7. Participate in factory testing (ie. Air-handling factory testing) as identified by the contract documents. The Commissioning Agent shall coordinate any factory testing with the sub-contractors.
8. Perform regular construction installation inspections and include any identified deficiencies in the regular commissioning meetings. These items shall be reviewed and discussed during the commissioning meetings.
9. Participate in the Testing Adjusting and Balancing process as outlined in Section 230593, and perform random sampling of air and water testing to ensure completeness of services.
10. Conduct an independent, complete, point-to-point verification of the building's automation system once the Automatic Temperature Control sub-contractor submits in writing that their point-to-point is complete.
11. Cooperate with the Construction Manager and Contractor; provide qualified personnel.
12. Promptly notify the Construction Manager and Contractor of irregularities or deficiencies of work observed during performance of services.
13. Test all systems as defined in the Commissioning Plan and the written functional test procedures.
14. Work directly with the Commissioning Team to provide resolution of deficiencies and provide recommendations to the team.
15. The Commissioning Agent is not authorized to:
    a. Release, revoke, alter, or expand requirements of the Contract Documents.
    b. Approve or accept any portion of Work.
    c. Perform any duties of the Contractor.

1.6 SYSTEMS TO BE COMMISSIONED

A. HVAC

1. Building Automation System
2. Air Handling Units
3. Air Terminal Units
4. Fan Coil Units
5. Exhaust Fans
6. Terminal Heating Systems

B. Plumbing

1. Domestic Hot Water System
2. Sump Pumps
3. Natural Gas Piping
4. Fire Suppression Systems
5. Automatic Flush Valves

C. Electrical

1. Emergency Generator
2. Transfer Switches
3. Lighting & Lighting Controls

1.7 PRE-FUNCTIONAL TEST SHEETS

A. The Commissioning Agent develops the pre-functional test sheets for each system and component to be commissioned. The pre-functional test sheets are checked out by the sub-contractors and reviewed for completeness by the Commissioning Agent. Once pre-functional test sheets are signed-off by the Commissioning Agent, functional performance testing may proceed without unnecessary delays.

B. Pre-functional test sheets are primarily static inspections and procedures to prepare the equipment or system for initial operation (e.g., oil levels OK, fan belt tension, labels affixed, gages in place, sensor calibration, etc.). However, some pre-functional checklist items entail simple testing of the function of a component, a piece of equipment or system (such as measuring the voltage imbalance on a three phase pump motor of a chiller system). The word pre-functional refers to before functional testing. Pre-functional checklists augment and are combined with the manufacturer's start-up checklist.

1.8 FUNCTIONAL PERFORMANCE VERIFICATION

A. Definition: Functional Performance Verification is the dynamic testing of systems (rather than just individual components) under full, part and seasonal requirements. Systems are tested under various loads and control sequences, such as low cooling and heating loads, component failures, unoccupied modes, fire alarm. The systems are run through all the control sequences of operation and components are verified to operating per the contract documents.

B. Functional performance verification shall include testing all sequences of operations, verification of system capacity, generating simulated signals to simulate sensor values, conducting simulated conditions to tests all loads and verifying system performance during all conditions of operation and verifying design intent. In addition, each system shall be tested through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part and full load). Proper responses such as power failures, freeze conditions, low-oil pressures, and equipment failures shall also be tested. The Commissioning Agent develops the functional test sheets and procedures in sequential written form, coordinates the testing, conducts the testing and documents the testing. Each Sub-Contractor is required is supply personnel to assist during the functional performance testing where applicable.

C. No system, equipment or component thereof shall be tested until the respective Sub-Contractor has certified, in writing, that the system, equipment and / or components are complete, have been tested, adjusted and balanced and are ready for validating and performance testing. Functional Performance Verification is scheduled by the Commissioning Agent after the pre-functional testing requirements are complete and

signed-off by the Contractor and the Commissioning Agent. The air balancing and water balancing must be complete and the controls must be debugged prior to performance verification.

1.9 DEFERRED TESTING

A. The Contractors shall be available to assist in seasonal testing, tests delayed until weather or other conditions, building construction is completed, required building occupancy or loading, or other conditions are suitable for the demonstration of equipment or system's performance per the contract documents. These deferred tests shall be conducted in the same manner as the seasonal tests as soon as possible. Deferred testing shall be executed, documented and deficiencies corrected as specified herein for functional performance testing. Any adjustments or corrections to the O&M manuals and "As built" documents required by the results of the testing shall be made before the seasonal testing process is considered complete.

1.10 TESTING DOCUMENTATION, NON-CONFORMANCE AND APPROVALS

A. The Commissioning Agent shall list any outstanding items from the initial start-up and prefunctional procedures that were not completed successfully, at the bottom of the test form or on an attached sheet. The test form and any outstanding deficiencies shall be provided to The Owner within two days of test completion. The Commissioning Agent shall review the contractor's startup testing procedures and reports and shall submit either a non-compliance report or an approval form to the Contractor. The Commissioning Agent shall work with the Contractor and others as necessary, to correct and retest all deficiencies or uncompleted items. The Contractor shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner and shall notify the Commissioning Agent as soon as outstanding items have been corrected and resubmit an updated start-up report with a Statement of Correction on the original non-compliance report. When all requirements are satisfactorily completed, the Commissioning Agent shall recommend approval of the startup and prefunctional testing of each system and schedule the functional testing of the equipment or system.

B. As functional performance testing progresses, and a deficiency is identified, the Commissioning Agent shall discuss the issue with the Contractor and the commissioning team.

1. When there is no dispute of the deficiency and the respective Contractor accepts responsibility for correcting it, the Commissioning Agent shall document the deficiency and the Contractor's response and intentions, and the testing shall proceed, if possible. Corrections of minor deficiencies identified may be made by the contractor during the functional performance testing, at the discretion of the Commissioning Agent. Every effort shall be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the commissioning effort.
2. When the identified deficiency is corrected, the respective Contractor shall sign the statement of correction at the bottom of the non-compliance form, certifying that the equipment is ready to be retested, and return the form to the Commissioning

Agent. The Commissioning Agent shall schedule the retest of the equipment or system involved.

3. If there is a dispute about an identified deficiency, the Commissioning Agent shall document the deficiency and the respective Contractor's response and provide a copy to the Construction Manager. Every attempt shall be made to resolve the dispute. When the dispute resolution has been decided, the appropriate party corrects the deficiency, signs the statement of correction on the non-compliance form and returns the form to the Commissioning Agent. The Commissioning Agent shall schedule the retest of the equipment or system involved. Final interpretive authority shall be the Construction Manager. Final acceptance authority shall be the Owner.
4. During the functional performance testing of multiple units of similar equipment, the Commissioning Agent shall test all of the equipment and components that are to be commissioned. If, under such a testing procedure, three or more identical pieces of equipment (size alone does not constitute difference) fail to perform to the requirements of the Contract Documents (mechanically or substantively) due to manufacturing defects not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the Commissioning Agent. In such case, the contractor shall provide the Commissioning Agent with the following:
    a. Within one week of notification from the Commissioning Agent, the Contractor or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the Commissioning Agent within two weeks of the original notice.
    b. Within two weeks of the original notification, the respective Contractor shall provide the Commissioning Agent and the Construction Manager a signed and dated, written explanation of the problem, cause of failures, etc. and proposed solution, including full equipment submittals for corrective or replacement equipment, if appropriate. The proposed solution shall meet the specification requirements of the original installation.
    c. When approved, two examples of the proposed solution shall be installed by the contractor and the Commissioning Agent shall schedule and conduct functional testing of the proposed solution. Upon completion of the functional testing of the proposed solution, the Commissioning Agent shall recommend the acceptance or disapproval of the proposed solution to The Owner.
    d. Upon acceptance of the proposed solution by The Owner, the respective Contractor shall replace or repair all identical items, at the expense of the Contractor and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week of approval of the proposed solution.
    e. Where 15% or more of a group of devices or components have failed, it shall be deemed that the entire group failed and will require retesting once the corrections have been made. The responsible Contactor shall submit a letter to the Commissioning Agent that the corrections have been made by the contractor and system can be retested.

5. Cost of Retesting:
   a. The cost for the Commissioning Agent and/or Owner personnel to conduct the retesting of functional performance testing requirements necessitated because a specific prefunctional or startup test item, reported to have been successfully completed, was found to be incomplete or faulty, shall be the responsibility of the Prime Contractor.
   b. For a deficiency identified during functional testing, not related to any prefunctional checklist or start-up fault, the Commissioning Agent and Owner shall direct the retesting of the equipment once all deficiencies have been rectified. However, all costs for any subsequent retesting shall be the responsibility of the Prime Contractor.
   c. Items left incomplete, which later cause deficiencies or delays during functional testing, may result in backcharges to the Prime Contractor.

1.11 SCHEDULING REQUIREMENTS

A. The Contractor shall maintain Testing and Start-ups schedules and advise the Commissioning Agent (in writing) within a minimum of 3 business days prior to commencement of testing or start-ups.

B. The Contractor shall notify the Commissioning Agent within a minimum of one week prior to the commencement of the Testing Adjusting and Balancing for Division 23 Work. Follow requirements set forth in Section 230800.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 019113