NEW FAYETTE COUNTY PRISON
MULTI PRIME

245 McClellandtown Road
Uniontown, PA 15401

VOLUME 01: Divisions 00-01

PROJECT NO. 20-1737

February 23, 2021

Reynolds
3300 North 3rd St.
Harrisburg, PA 17110
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www.SitelogIQ.com

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SECTION 001200 INVITATION TO BID

Contractors are invited to submit SEALED BIDS for the bidding of the New Fayette County Prison to be located at 245 McClellandtown Road in Uniontown, Fayette County, Pennsylvania.

BIDS ARE INVITED ON A LUMP SUM BASIS FOR THE FOLLOWING PRIME CONTRACTS:

Contract 1.....Asbestos Abatement (Previously Bid Out)
Contract 2. ...Site and Building Demolition (Previously Bid Out)
Contract 3 .....Sitework Construction
Contract 4. .....General Construction
Contract 5 .....Food Service Construction
Contract 6 .....Fire Protection Construction
Contract 7 .....Plumbing Construction
Contract 8 .....HVAC Construction
Contract 9 .....Electrical Construction

Separate sealed prime bid proposals for construction of the new Fayette County Prison will be received in the office of the Fayette County Commissioners until March 18, 2021 by 3:00PM. Faxed bids will not be accepted. Bids will then be publicly opened and read aloud. No award of the contract will be made at the bid opening.

A virtual Pre-bid conference will be held via Zoom. Details to access the meeting will be issued in a future addendum. Site visits can be arranged by contacting Reynolds/SitelogIQ Construction's Onsite Construction Manager, Dave Witmer, on his mobile phone 717-443-1038.

Prime Bidders' proposals must be accompanied by a certified check, certified bank treasurer's check, bank cashier's check, or bid bond in the form included with the bidding documents. A satisfactory corporate surety shall provide security in an amount equal to 5% of the base bid together with the aggregate sum of all additive alternates. The surety shall name as payee or oblige the FAYETTE COUNTY COMMISIONERS.

All contracts exceeding $10,000 shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity," as amended and as supplemented in Department of Labor regulation (41 CFR Part 60-1 subpart A).
Notice is hereby given that the Fayette County Prison for which construction proposals are being solicited hereby is a construction project constructed by a public entity constituting public works and is subject to applicable provisions of the

Pennsylvania Human Relations Act, the Pennsylvania Prevailing Wage Rates and other applicable Acts.

All proposals shall be irrevocable for sixty (60) days after bid opening date.

The Owner reserves the right to reject any or all bids and to waive any or all informalities, defects, errors, omissions, mistakes or irregularities in proposals, to reject any or all proposals or parts thereof and to make awards as may be deemed in its best interest.

Drawings, specifications and addenda may be viewed on-line and downloaded (free of charge) at www.sitelogiq.com/plan-room/ by all Prime Bidders as well as their subcontractors and vendors. New users should click on the New Registration button and fill in all the required information to obtain access to the bid documents. Access to the plans should be granted within two (2) business days. All bidders are advised that they use these documents contained on this web site at their own risk and are expected to check periodically for any addenda or revisions that may be posted. Any questions regarding access to the Smart-Bid System should be addressed to Jen Sariano at Jennifer.Sariano@Sitelogiq.com.

All Prime Contractors are required to formally register with Jen Sariano with SitelogIQ at Jennifer.Sariano@Sitelogiq.com to receive notification of addenda and other project information via SmartBid.

Emailed questions should be directed to: L. R. Kimball, Attn: Diane Glarrow at Diane.Glarrow@lrkimball.com and SitelogIQ Attn: Dan Doyle at Dan.Doyle@sitelogiq.com

Construction Documents are available for review at the following locations:

Altoona Builder's Exchange
1927 Union Avenue
Altoona, PA
P: 814-944-5444

Pennsylvania Builder's Exchange
1813 N. Franklin Street
Pittsburgh, PA 15233
P: 412-922-9999

END OF SECTION

SECTION 002000 INSTRUCTION TO BIDDERS (AIA A701)

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This section contains seven (7) pages, not including cover page.

END OF SECTION

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AIA® Document A701™ – 2018

Instructions to Bidders

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

Fayette County Prison
254 McClellandtown Road
Uniontown, PA 15401

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

Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

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

L. R. Kimball
615 West Highland Avenue
Ebensburg, PA 15931

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written, or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

.7 This Bid has been arrived at independently, without any consultation, communications, or agreementas to any matter relating to this Bid,with any other Bidder or with anycompetitor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Electronic access to documents can be obtained from Reynolds Construction, LLC. by following the directions as set forth in the Invitation to Bid.

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§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner, Architect, or Construction Manager, assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least four (4) days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Bidders shall submit questions in writing, via email, as directed in the Supplemental Instructions to Bidders.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

(Paragraph deleted)

§ 3.3.2.2 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.2.3 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.4 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the

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work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Electronic access to addenda documents can be obtained from Reynolds Construction, LLC. by following the directions as set forth in the Invitation to Bid. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. Only one copy of the Bid Form is to be submitted.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates and Unit Cost items shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

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§ 4.2 Bid Security

(Paragraphs deleted)

§ 4.2.1 Each Bid must be accompanied by a Bid Bond or another acceptable type of bid security, payable to the Owner for five percent of the total amount of the Bid.

§ 4.2.2 The Bid Bond shall be written on a form identical to that included in the Bidding Documents, and the attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current copy of the power of attorney.

§ 4.2.3 If a surety payment and performance bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful Bidders will be returned upon written request.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning sixty (60) days after the opening of Bids, withdraw its Bid and request the return of its bid security. If a Bidder refuses to execute the Agreement or obtain the Performance and Payment Bonds within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Owner.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Bidder shall submit its bid as indicated in the Supplemental Instructions to Bidders and on the Bid Form.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.3.6 All appliable laws, ordinances, and the rules and regulations of the all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout.

§ 4.3.7 The Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to contracts or subcontracts that exceed $100,000 at any tier under a Federal loan that exceeds $150,000 or a Federal grant that exceeds $100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.

§ 4.3.8 The Bidder agrees to abide by the requirements under 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. Each Bid exceeding $25,000 shall be accompanied by a relevant completed certification form identical to that included in the Bidding Documents.

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§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 No Bidder may withdraw, modify or cancel a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.
(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in the sequence or combinations listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 Prior to execution of the Contract, the Bidder shall furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, Both Bonds shall be separately written, each in the amount of the Contract Sum. The cost shall be included in the Bid.

§ 7.1.2 Surety Companies executing Bonds must hold a certificate of authority as an acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the state where the Project is located.

(Paragraph deleted)

§ 7.1.4

(Paragraphs deleted)

If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain Performance and Payment Bonds within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.

§ 7.2.2 The bonds shall be written on forms identical to those included in the Bidding documents.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A132 - 2009, Standard Form of Agreement Between Owner and Contractor,

(Paragraphs deleted)

Construction Manager as Adviser Edition.

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SECTION 002100 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ARCHITECT:
L. R. Kimball
615 West Highland Avenue
Ebensburg, PA 15931

OWNER:
Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

CONSTRUCTION MANAGER:
Reynolds Construction, LLC
3300 North 3rd Street
Harrisburg, PA 17110
Phone (717) 238-5737

To be considered, Bids must be made in accordance with the Instructions to Bidders and these Supplemental Instructions to Bidders.

1. BID DOCUMENTS:

   A. All Prime Contractors can receive access to Bid Drawings and Project Specifications from Reynolds Construction, LLC. by contacting Jen Sariano at the address set forth above. All Bidders are required to formally register with Jen to receive notification of addenda.

   B. Drawings, specifications and addenda may be viewed on-line and downloaded (free of charge) at www.sitelogiq.com/plan-room/ by all Bidders as well as their subcontractors and vendors. New users should click on the New Registration button and fill in all of the required information to obtain access to the bid documents. Access to the plans should be granted within two (2) business days. All bidders are advised that they use these documents contained on this website at their own risk and are expected to check periodically for any addenda or revisions that may be posted. Any questions regarding bidding and access to bidding documents should be addressed to Jen Sariano at jennifer.sariano@sitelogiq.com.

   C. Test Boring Data concerning subsurface materials or conditions, which are based upon test pits or test borings, have been obtained by the Owner. All excavation is unclassified. Test boring data is included within specifications Section 003000 and is for information only.

2. EXAMINATION:

A. Bidders shall CAREFULLY EXAMINE the Bidding Documents and the respective construction sites to obtain first-hand knowledge of existing conditions and limitations. FAILURE TO VISIT THE SITES WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME nor will extra payment requests be considered for conditions which could have been determined by examination of the Sites and Bidding Documents.

3. QUESTIONS:

A. Submit all questions about the Drawings and Project Manual to the Architect, in writing. Replies will be issued to all Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it had been specified and shown on the Drawings. The Architect and Construction Manager WILL NOT BE RESPONSIBLE FOR ORAL CLARIFICATION. Questions received less than four (4) calendar days before the bid opening cannot be answered.

4. SUBSTITUTIONS:

A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified. Any bidder who desires to substitute materials or equipment which he believes to be equal to those specified, must submit a written request for substitution to the Architect as specified in Section 016300. There will be not substitution request permitted during the bidding.

5. BASIS OF BID:

A. The bidder must include any Alternates and Unit Cost items as may be shown on the BID FORM, failure to comply may be cause for rejection of Bid. The Bidder shall include quantity allowances in its base bid that are equal to the unit prices times the quantities indicated in the Section 012750 – Unit Prices and Quantity Allowances.

B. No combination of Bids or assignments will be considered unless so noted in the Bidding Documents.

C. Failure to acknowledge any Addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

6. PREPARATION OF BIDS:

A. Bids shall be made on unaltered BID FORMS. Fill in all blank spaces and submit one (1) original. Bidders must review all Alternates and provide pricing. If the Bidder believes its contract is not affected, then a bid of zero dollars or a "No Change" should be bid.

Bids shall be signed in ink with name typed below signature. Each Bid must contain the full business address of the Bidder and must be signed by an authorized representative of the Bidder. If the Bid is made by a corporation, the proposal should be signed by the President or Vice President and attested by the Secretary or Assistant Secretary, and identify the name, business address and state of incorporation for the corporation, and have the corporate seal affixed. ALL UNSIGNED BIDS SHALL BE REJECTED.

7. BID SECURITY:

A. Bid Security shall be made payable to the Owner, in the amount of five percent (5%) of the Base Bid plus the cost of all alternates. Security shall be either a CERTIFIED CHECK, BANK CASHIERS CHECK or BID BOND issued by a Surety licensed to conduct business in the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.

B. A Bid shall be rejected unless accompanied by a Bid Security. Bid Security shall be in the form of a certified check, certified bank treasure's check or certified bank cashier's check payable to the Owner or a Bid Bond in the form set forth in the Bidding Documents, naming as payee and obligee, Fayette County Commissioners.

C. The Bid Security of each of the Bidders will be returned (unless forfeited as stated above) at the Bidder's written request, upon (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder to whom the Award of Contract has been made, or (2) the rejection of all bids by Owner, or (3) the expiration of

the firm Bid period set forth in Section 11 of these Supplemental Instructions to Bidders. The Owner shall not be liable for any interest on Bid Security which is held in accordance with these Supplemental Instructions to Bidders.

8. PERFORMANCE BOND AND PAYMENT BOND:

A. Within ten calendar (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond and a Payment Bond on the forms provided in the Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum. The cost of the Performance Bond and the Payment Bond must be included in the bid amount.

B. The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the Performance and Payment Bonds 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 day as the Performance and Payment Bonds, and both shall have affixed the raised corporate seal of the surety.

9. NO-LIEN:

A. The Project and related property subject to the Bidders Documents are owned by a public entity for a purely public use, and as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.

10. SUBMITTAL:

A. Submit Bid or Bids in opaque, sealed envelopes addressed to:

Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

B. Submit Bids in accordance with the INVITATION TO BID.

C. Each bid for each contract shall be submitted in a separate envelope.

D. Identify on the envelope which bid package the contractor is bidding.

11. MODIFICATION AND WITHDRAWAL:

A. Bidders will be given permission to withdraw any proposal after it has been received by the Owner, provided the Bidder or his agent duly authorized to act for him, personally appears at the Fayette County Commissioner's Office located at 61 East Main Street Uniontown, PA 15401 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.

B. Bids shall be irrevocable for sixty (60) calendar days after the actual day of opening thereof. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.

C. Neither the designation of the apparent lowest responsible and responsive 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 to whom the Award of Contract has been made, (2) the rejection of all Bids by the Owner or (3) the expiration of the firm Bid period stipulated above.

12. DISQUALIFICATION AND REJECTION OF BIDS:

A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.

13. OPENING BIDS:

A. Bids will be publicly opened and read aloud as announced in the INVITATION TO BID.

14. AWARD:

A. The Contract, if awarded, will be awarded on the basis of the lowest responsive base bid, including full consideration of any Alternates and Unit Prices, as may appear on the Bid Form to the lowest responsive and responsible Bidder.

B. The Owner reserves the right to reject any or all Bids, or any part thereof or items therein, and to waive technicalities, as it may deem best to protect the interests of the Owner. If any award is made by the Owner, it will be to the party declared by the Owner to be the lowest responsive and responsible Bidder.

C. In awarding Bids, the Owner shall have sole discretion in determining the lowest responsive and responsible Bidder and shall have the right to take into consideration the following factors, in addition to price:

1. The character, integrity, reputation and judgment of the Bidder.

2. The previous and existing compliance of the Bidder with the requirements of similar installations.

3. The ability, capacity, experience and skill of the Bidder to perform the Contract.

4. The financial condition of the Bidder.

D. The Owner shall have the right to accept Alternates in any order or combination, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

15. EXECUTION OF CONTRACT:

A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.

B. Each Bidder shall be prepared, if requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Agreement.

The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if by the evidence submitted, or as the result of investigation, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Agreement.

C. Notwithstanding any delay in the preparation and execution of the formal Agreement, the Contractor shall be prepared and agrees to commence work within five (5) calendar days after Notice to Proceed is given, or on the date stipulated in such order.

D. The Owner will notify the lowest responsive and responsible Bidder of the Owner's intent to accept its proposal and to make a formal award of contract to such Bidder by the Notice of Intent to Award. The Owner will include with the Notice of Intent to Award the Contract to be signed by the successful Bidder. Within ten (10) calendar days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish (1) a Performance Bond and a Payment Bond in the forms provided in the Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum; (2) Certificates of Insurance as required pursuant to the General Conditions of Contract; (3) Contractor's Public Works Employment Verification Form; and (4) the signed Contract. The Performance and Payment Bonds, Insurance Certificates, Employment Verification Form and Agreement shall be submitted to the Construction Manager or Architect's office within the required time period.

E. After approval of the Performance and Payment Bonds and Insurance Certificates, the Owner will sign and date the Agreement. The Owner shall return to the successful Bidder one (1) copy of the dated, executed Agreement within thirty (30) days of the Notice of Intent to Award, unless the time of issuance of such Agreement shall be extended by mutual written agreement of the Owner and successful Bidder or pursuant to Section 20 below.

16. TIME OF COMPLETION:

A. The successful Bidder who is awarded the Agreement (the Contractor) shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions and carry the Work forward expeditiously to achieve Substantial Completion as defined in Section 9.8 of the General Conditions on or before the date or time stipulated in the

BID SCHEDULE for each milestone and on or before the date, or time stipulated in the Bid Form for completion of the entire Work.

B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents as defined in Article IX of the Standard Form of Agreement Between Owner and Contractor, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, Contractor waives any right to claim that it has been accelerated.

C. Should the Contractor fail to substantially complete the work in accordance with the Contract Documents, the Contractor shall be liable for the sum of **$ 2,500 daily**, (note that the Owner must provide / confirm this dollar value) assessable as Liquidated Damages and not as a penalty to the Owner.

D. This schedule of completion of the Work shall be considered of the essence of the Contract, and for the cost of extra inspections, salaries of contingent forces, and other expenses incurred by the Owner resulting from the Contractor's delay in completing the work of the Agreement within the Contract Time as defined in Section 8.1.1 of the General Conditions, the Owner shall be entitled to Liquidated Damages, and not a penalty, for each calendar day (Sundays and holidays included) that the Work is not substantially complete, subject to adjustments of the Contract Time as provided in the General Conditions. Liquidated Damages are necessary, in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.

E. Should the Contractor fail to complete the punch list after 90 calendar days from the date of substantial completion of the project or each phase of the project, the Contractor shall be liable for the sum of **$1,000 daily**, (note that the Owner must provide / confirm this dollar value) assessable as Liquidated Damages and not as a penalty to the Owner.

F. Should the Contractor fail to provide the close out documents after 90 calendar days from the date of Substantial Completion of the project, the Contractor shall be liable for the sum of **$500 daily**, (note that the Owner must provide / confirm this dollar value) assessable as Liquidated Damages and not as a penalty to the Owner.

G. The surety, upon the Performance Bond furnished by the Contractor, shall be liable for any fixed, agreed and liquidated damages for which the Contractor may be liable under this Section 16, to the extent that the Contractor shall not make settlement therefore with the Owner.

17. COMPLIANCE WITH GOVERNING LAWS, RESOURCES, POLICIES, PROCEDURES AND REGULATIONS:

A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, county and municipal ordinances and codes, and Owner policies, resolutions and procedures and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement whether expressly set forth therein or otherwise. The following paragraphs B through L are deemed to be included in the Agreement, the same as though therein written in full.

B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):

The Contractor is required to promptly perform all reporting and recording as required by said Act.

C. PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:

The Contractor will be responsible for complying with Pennsylvania Act 287 of 1974, as amended, commonly known as the "CALL BEFORE YOU DIG ACT". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to work. One call locates known utility lines and the owners of those utilities are notified.

D. COMPLIANCE WITH HUMAN RELATIONS ACT:

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability or use of guide or support animal, by employers, employment agencies, labor organizations, contractors, and others. The Contractor agrees to comply with the provisions of this Act as amended and said Act is made part of the Contract Documents. Your attention is

directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

E. PENNSYLVANIA PREVAILING WAGE ACT 442:

1. The general prevailing minimum wage rates including contributions for employee's benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workers employed in the performance of the Contract.

   The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry 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.

2. The contract shall contain the stipulation that such workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in Section 9.103 of Title 34 of the Pennsylvania Administrative Code.

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.

4. The Contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

5. The Contract shall provide that no workers may be employed on the public 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 Section 9.107 of Title 34 of the Pennsylvania Administrative Code shall be followed.

6. The Contract shall provide that all workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any

contractual relationship which may be alleged to exist between any contractor, subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or Title 34 of the Pennsylvania Administrative Code shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker on public work.

7. The Contract shall provide that 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 workers their wages. The posted notice of wage rates must contain the following information:
   a. Name of project.
   b. Name of public body of which it is being constructed.
   c. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
   d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
   e. A statement advising workers 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 Title 34 of the Pennsylvania Administrative Code in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workers paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the 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.

8. The Contract shall provide that 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 worker employed by him in connection with the public work and such record must include any deductions from each worker. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.

9. The Contract shall provide that 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 Regulations issued pursuant thereto shall be employed on the public work project. Any worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

10. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

11. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece 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 related resolutions set forth in Title 34, Part I, Chapter 9, Subchapter E of the Pennsylvania Administrative Code regardless of the average hourly earnings resulting therefrom.

12. The contract shall also provide that 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 the Owner, under oath, and in form satisfactory to the Secretary of Labor and Industry, certifying that all workers have been paid wages in strict conformity with the provisions of the contract as prescribed by Title 34 of the Pennsylvania Administrative Code, Section 9.103, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively. Owner reserves the right to withhold payment to Contractor if it fails to submit these statements to Owner with the applicable Application for Payment.

13. The provisions of the Act and Title 34, Part F, Chapter 9, Subchapter E of the Pennsylvania Administrative Code shall be incorporated by reference in the contract.

F. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:

Contractor, at its own expense, shall conform to the nondiscrimination policies and plans required by the Contact Documents, the laws of the Commonwealth of Pennsylvania and all other laws applicable to the Project.

1. In the hiring of employees for the performance of Work under this Agreement, neither the Contractor nor any person or entity acting on behalf of or under contract to the Contractor shall, by reason of gender, race, creed, religion, color, national origin or ancestry, disability, citizenship or any other status protected under the laws of the Commonwealth of Pennsylvania discriminate against any citizen who is qualified and available to perform Work which the employment relates.

2. Neither Contractor nor any person or entity acting on behalf of or under Contractor shall discriminate, in any manner, against or intimidate any employee hired for the performance of Work on account of gender, race, creed, religion, color, national origin or ancestry, disability, citizenship (subject to prevailing law) or any other status protected under the laws of the Commonwealth of Pennsylvania.

3. Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase

order so that it will be binding upon each subcontractor or supplier of the Contractor.

4. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Construction Manager in writing of the proposed modification. The Construction Manger shall have a reasonable period of time to review the request and may seek advice and consent from the Owner and Architect before responding in writing to Contractor. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising therefrom. Contractor shall implement no modification until he receives written consent from the Construction Manager. Nothing herein shall be construed to make the Owner, Construction Manager or Contractor responsible for conformance of the Architect's design to ADA requirements.

5. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Construction Manager, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.

6. This Contract may be cancelled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a violation of the terms or conditions of this portion of the contract.

G. <u>COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:</u>

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, as amended, 73 P.S. Sections 1881-1887, if any steel or steel products are to be used or supplied in the performance of the contract, only those steel products produced in the

United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In accordance with Act 161 of 1982, as amended, cast iron products shall also be included and produced in the United States. Act 141 of 1984, as amended, further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

Contractors and subcontractors shall also comply with 71 P.S. Section 773.110 dealing with aluminum or steel products made in a foreign country which has been determined to discriminate.

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.

2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; 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 sheet.

3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.

4. 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 strand; 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.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Contractor of responsibility to comply with those provisions of the Contract which prohibit the use of foreign-made steel and cast-iron products.

H. STANDARD OF QUALITY:

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is the intent of the specifications to review and approve or reject substitutions in accordance with the terms and conditions of Supplemental Instruction to Bidders, Paragraph 4, Substitutions and Section 01 63 00 Product Substitutions Procedures. In addition, it is the intent of the specifications, where specifically noted, to not allow equals or substitutions of certain system(s), product(s) and / or material(s) specified. In such cases, the bidders shall base their bid on the system(s), product(s) and / or material(s) specified only.

I. RIGHT TO KNOW ACT:

Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Law, 65 P.S. § 67.101, et seq., as amended and its implementing regulations.

J. COMPETENT WORKERS:

As required by 24 P.S. Section 7-752, no person shall be employed to do work under this Contract except competent and first-class workers, and mechanics, meaning 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' work as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing similar work in the geographical area where the work is being done.

K. PREVENTION OF ENVIRONMENTAL POLLUTION

Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, Bidder is directed to a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the Notice shall not relieve Contractor of its obligation to comply with same.

L. E-VERIFY

The Contractor and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637) EVA and regulations issued thereunder, as the same may be amended from time to time. Within ten (10) days of receipt of a Notice of Intent to Award, and as a pre-condition of being awarded the Contract, the successful Bidder shall submit to the Owner the employment verification form required by the EVA acknowledging its responsibilities and its compliance with the EVA. Per the EVA, the employment verification form is to be obtained from the Secretary of the Pennsylvania Department of General Services. Per the EVA, the verification form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works Contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works Contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Per the EVA, Contractor's subcontractors (as defined in

the EVA) shall provide, and Contractor shall cause its subcontractors to provide, their verification forms prior to commencing work on the project.

18. PROPOSAL MISTAKE CLAIMS

A. Negligence by the Bidder in preparing his proposal confers no right of withdrawal or modification of his 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 his proposal within two (2) business days after the Bid opening time subject to and 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.

19. IRREGULAR PROPOSALS

A. Proposals indicating a qualification of the Bid, conditions or uninvited alternate Bids or which contain alteration of the form request for a proposal, or additions or deductions not called for shall be rejected. Bids containing minor irregularities or informalities, not relating to price, time, or changes affecting the quality of work, may be rejected at Owner's sole discretion. Owner reserves the right to waive any such informalities or irregularities.

20. FAILURE TO EXECUTE CONTRACT

A. Failure of the Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, Employment Verification Form, or execute the Agreement 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 his 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.

21. TAXES

A. Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.

Notwithstanding the foregoing, however, 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 (72 P.S. § 7201 et seq.). A copy of this portion of such Act is obtainable from Owner upon request. No charges 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 from 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.

22. USE OF OWNER'S FACILITIES

A. Contractor, subcontractors and their agents and employees, shall not be permitted in existing facilities absent receiving prior approval from Owner or Owner's Representative. Contractor will comply with all regulations, resolutions, procedures and policies while on Owner property, as well as any special regulations adopted by the Owner relating to this Project.

B. Inappropriate language, dress or conduct will not be tolerated on the construction site. Violations shall be grounds for dismissal.

C. The entire construction site is 'firearms free", "drug-free", "tobacco-free" and "alcohol-free".

D. All persons are prohibited from carrying, possessing or storing a handgun firearm, or weapon of any kind while on the project, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.

E. Failure of a company to abide all terms and conditions of the above policies may result in discipline up to and including termination. Further, possession of any weapon, illegal drugs or any alcohol on the Owner's property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal of that person from the Project Site and may result in prosecution.

23. RADIOS

A. The playing of radios or the use of headsets/ earphones will not be permitted on this project.

24. ALL APPLICABLE LAWS

A. Contractor shall comply with all applicable federal, state, local, Owner and industry statutes, regulations, ordinances, codes, resolutions, policies, procedures and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

B. All Contractors and their subcontractors are required to be registered with the local township or municipality. Contractors and their subcontractors are required to pay any registration or licensing fees as required by that Township.

END OF SECTION

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer)_____

Address _____

City _____ **State**_____ **Zip Code** _____

☐ **Contractor** ☐ {dzōŏ2yúNI-ŏű2N óŏKŜŏ] 2yŜú

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above 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 post January 1, 2013 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

SECTION 003000 – AVAILABLE INFORMATION

The following are incorporated into this section:

1. Preliminary Bidding and Construction Milestone Schedule (See attached Section 00 30 00A)

2. Pennsylvania Prevailing Wage Rates (See attached Section 00 30 00B)

3. Geotechnical Report (See attached Section 00 30 00C)
   It shall be the Contractor's obligation to satisfy himself/herself as to the nature, character, quality and quantity of subsurface conditions likely to be encountered. Any reliance upon the subsurface information made available by the Owner or the Engineer shall be at the Contractor's risk. Complete Report of Geotechnical Exploration is included for review as part of this section. However, this report and any other subsurface information which may be shown on separated sheets or otherwise made available by the Owner or Engineer to Bidders, Contractors and other interested parties shall not be considered as part of the contract documents or contract drawings, it being understood that such subsurface data is obtained solely for the purpose of design and is provide to the Contractor for general familiarization with the site subsurface conditions and is provided without express or implied representation, assurance or guarantee that information is adequate, complete or correct or that it represents a true picture of the subsurface conditions to be encountered.

4. Asbestos Report (See attached Section 00 30 00D)

5. Standard Conservation Measures (See attached Section 00 30 00E)

6. Site Utilization Plan

END OF SECTION

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SECTION 003000A PRELIMIANRY CONSTRUCTION MILESTONE SCHEDULE

Asbestos Package:

- Abatement – March 12 to March 18, 2021

Demolition Package:

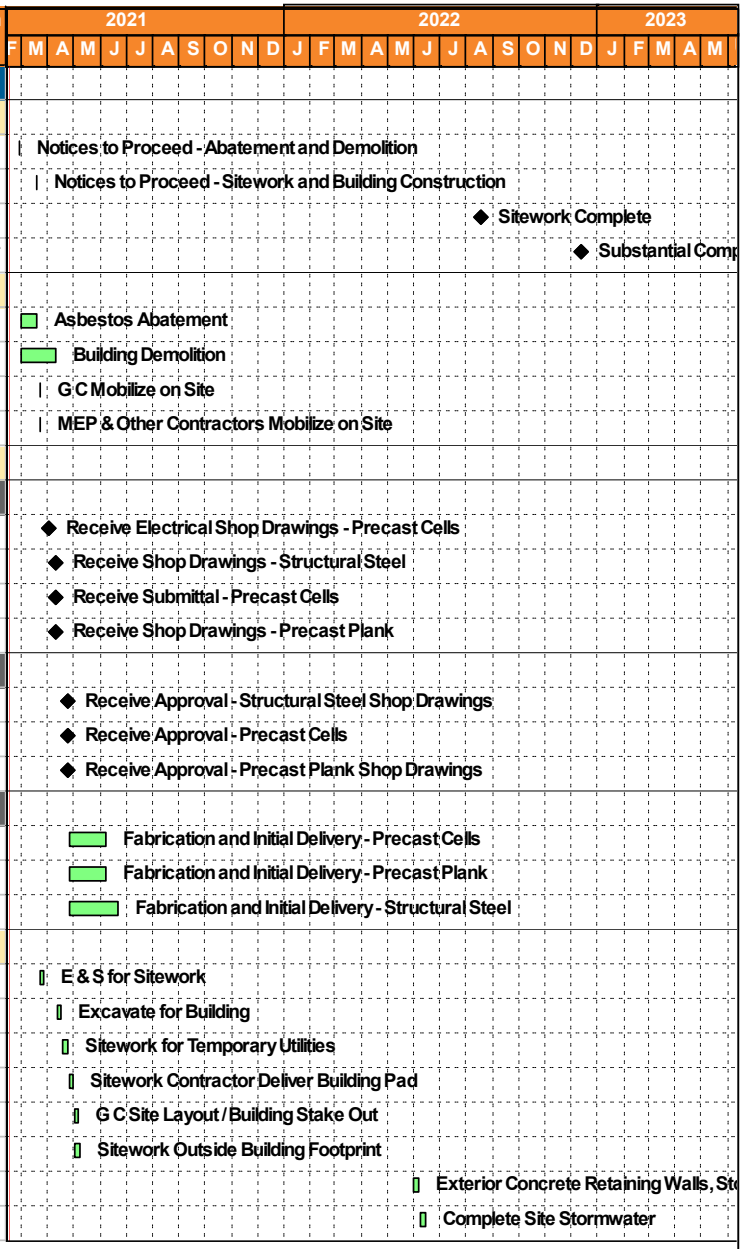
- Demolition work – March 1 to April 9, 2021

Multi-Prime New Construction Package:

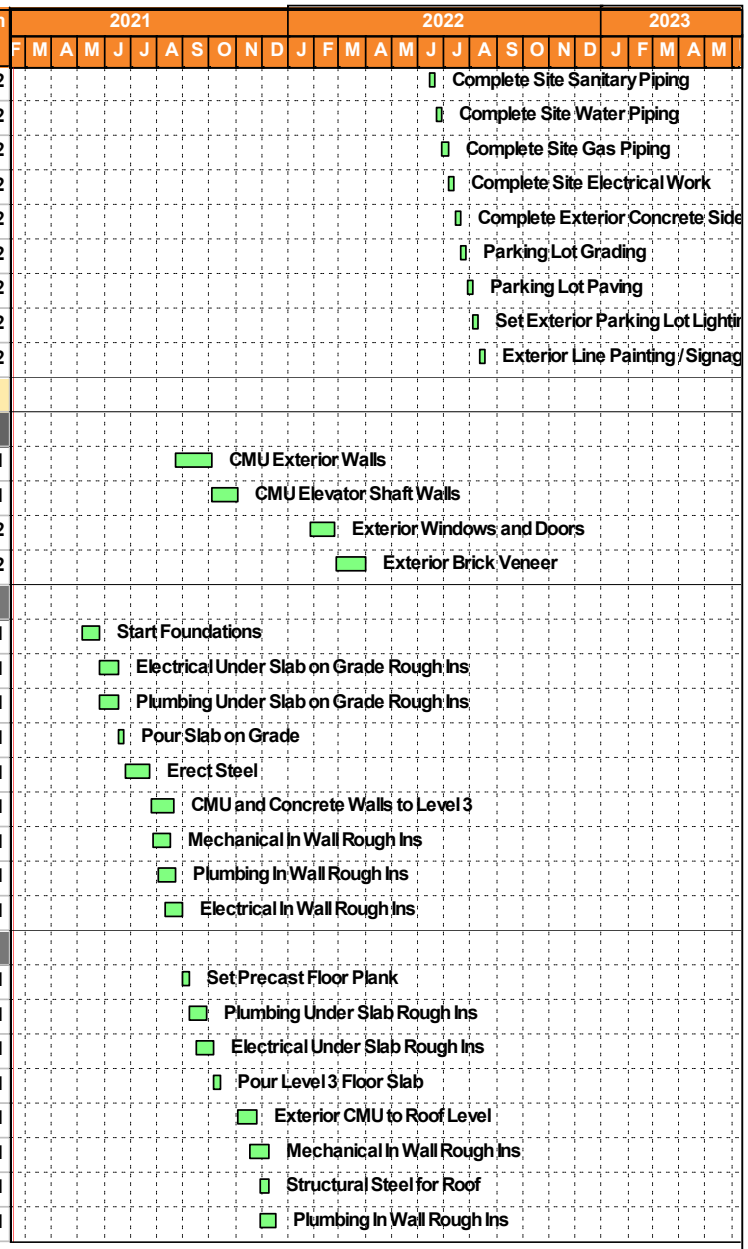
- Out to bid —February 22, 2021
- Pre-Bid Conference (Remote/Virtual) March 3, 2021 at 1:30 PM
- Receipt of Bids —March 18, 2021
- Contract review and award – March 19 to 25, 2021
- Procurement / Submittals / Etc. —March 26 to May 27, 2021
- Begin Sitework – (slight overlap with Demo contract) - April 5, 2021 (E&S, clear/grub, etc.)
- Begin foundations - May 3, 2021
- Substantial Completion of project January 27, 2023

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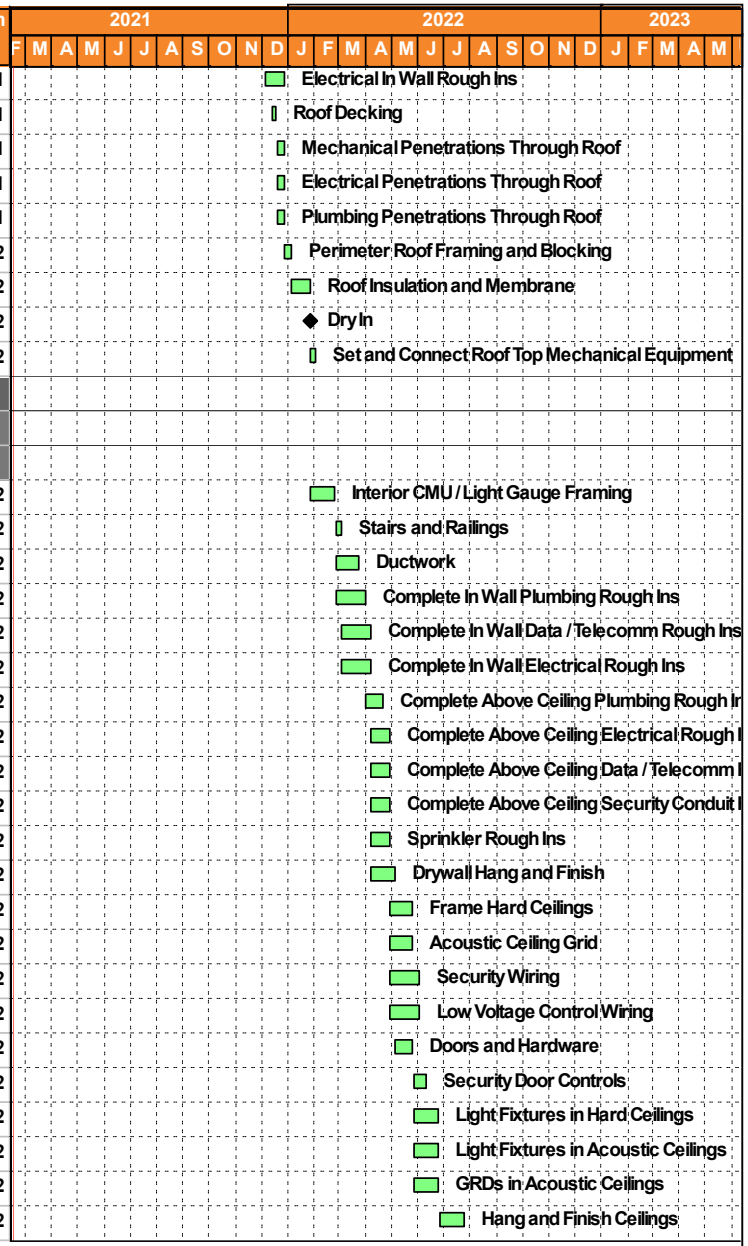
.	Description	Start	Finish
Fayette County Prison			
Overview			
ntp.1	Notices to Proceed - Abatement and Demolition	Feb-26-21*	Feb-26-21
ntp.2	Notices to Proceed - Sitework and Building Construction	Mar-19-21*	Mar-19-21
sc.s	Sitework Complete		Aug-17-22
sc.b	Substantial Completion - NLT Jan-30-23		Dec-12-22*
General Items			
g.1	Asbestos Abatement	Mar-01-21	Mar-18-21
g.2	Building Demolition	Mar-01-21	Apr-09-21
g.3	G C Mobilize on Site	Mar-22-21	Mar-23-21
g.5	MEP & Other Contractors Mobilize on Site	Mar-22-21	Mar-23-21
Procurement			
Submittals			
ps.2	Receive Electrical Shop Drawings - Precast Cells		Apr-02-21
ps.3	Receive Shop Drawings - Structural Steel		Apr-09-21
ps.1	Receive Submittal - Precast Cells		Apr-09-21
ps.4	Receive Shop Drawings - Precast Plank		Apr-09-21
Approvals			
pa.2	Receive Approval - Structural Steel Shop Drawings		Apr-23-21
pa.1	Receive Approval - Precast Cells		Apr-23-21
pa.3	Receive Approval - Precast Plank Shop Drawings		Apr-23-21
Fabrication and Initial Delivery			
pf.1	Fabrication and Initial Delivery - Precast Cells	Apr-26-21	Jun-07-21
pf.3	Fabrication and Initial Delivery - Precast Plank	Apr-26-21	Jun-07-21
pf.2	Fabrication and Initial Delivery - Structural Steel	Apr-26-21	Jun-21-21
Sitework			
sw.1	E & S for Sitework	Mar-22-21	Mar-26-21
sw.2	Excavate for Building	Apr-12-21	Apr-16-21
sw.3	Sitework for Temporary Utilities	Apr-19-21	Apr-23-21
sw.4	Sitework Contractor Deliver Building Pad	Apr-26-21	Apr-30-21
sw.5	G C Site Layout / Building Stake Out	May-03-21	May-05-21
sw.6	Sitework Outside Building Footprint	May-03-21	May-07-21
sw.7	Exterior Concrete Retaining Walls, Stoops, and Stairs	Jun-01-22	Jun-07-22
sw.8	Complete Site Stormwater	Jun-08-22	Jun-14-22



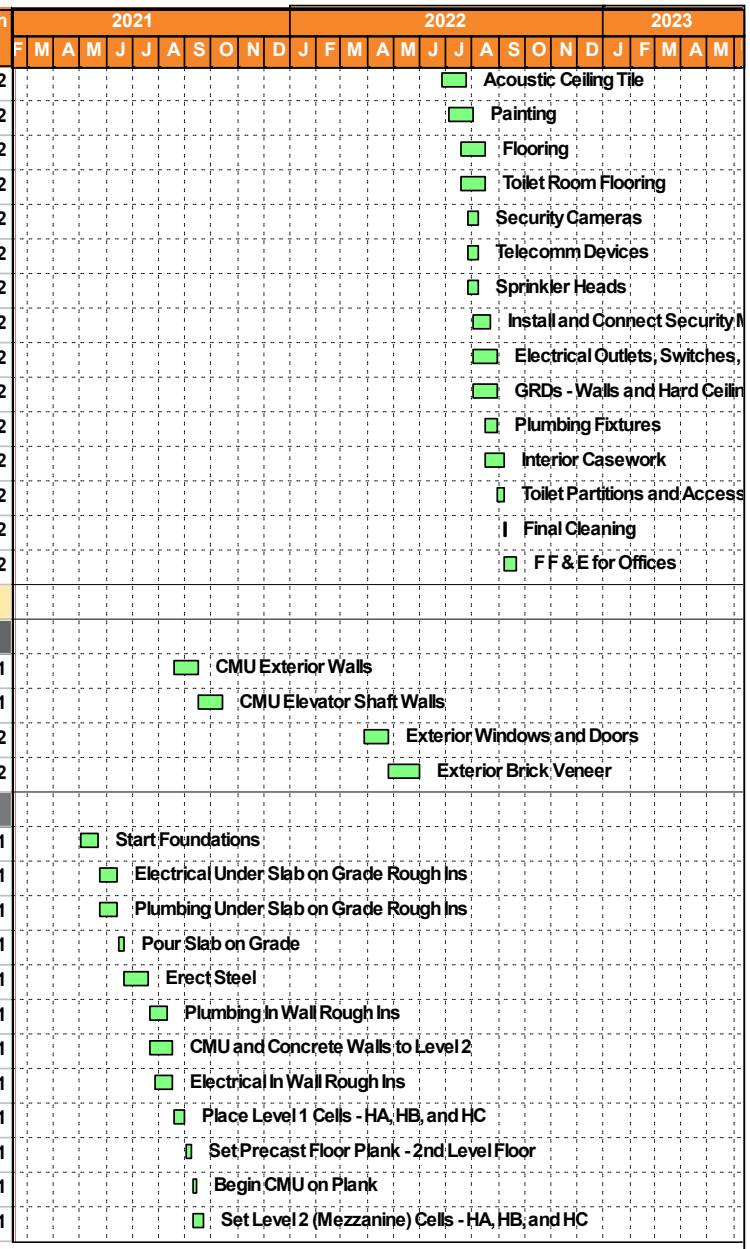
.	Description	Start	Finish
sw.9	Complete Site Sanitary Piping	Jun-15-22	Jun-21-22
sw.10	Complete Site Water Piping	Jun-22-22	Jun-28-22
sw.11	Complete Site Gas Piping	Jun-29-22	Jul-06-22
sw.12	Complete Site Electrical Work	Jul-07-22	Jul-13-22
sw.13	Complete Exterior Concrete Sidewalks, Curbs, Handrails	Jul-14-22	Jul-20-22
sw.14	Parking Lot Grading	Jul-21-22	Jul-27-22
sw.15	Parking Lot Paving	Jul-28-22	Aug-03-22
sw.16	Set Exterior Parking Lot Lighting	Aug-04-22	Aug-10-22
sw.17	Exterior Line Painting / Signage	Aug-11-22	Aug-17-22
West Side - Admin, Support, etc.			
Building Shell			
ws.1	CMU Exterior Walls	Aug-23-21	Oct-04-21
ws.2	CMU Elevator Shaft Walls	Oct-05-21	Nov-02-21
ws.3	Exterior Windows and Doors	Jan-27-22	Feb-24-22
ws.4	Exterior Brick Veneer	Feb-25-22	Mar-31-22
Level 1 - Mech, Elec Rooms, Laundry, Kitchen			
ws1.1	Start Foundations	May-06-21	May-26-21
ws1.2	Electrical Under Slab on Grade Rough Ins	May-27-21	Jun-17-21
ws1.3	Plumbing Under Slab on Grade Rough Ins	May-27-21	Jun-17-21
ws1.4	Pour Slab on Grade	Jun-18-21	Jun-24-21
ws1.5	Erect Steel	Jun-25-21	Jul-23-21
ws1.6	CMU and Concrete Walls to Level 3	Jul-26-21	Aug-20-21
ws1.7	Mechanical In Wall Rough Ins	Jul-27-21	Aug-16-21
ws1.8	Plumbing In Wall Rough Ins	Aug-03-21	Aug-23-21
ws1.9	Electrical In Wall Rough Ins	Aug-10-21	Aug-30-21
Level 3 - Offices and Support			
ws3.1	Set Precast Floor Plank	Aug-31-21	Sep-07-21
ws3.2	Plumbing Under Slab Rough Ins	Sep-08-21	Sep-28-21
ws3.3	Electrical Under Slab Rough Ins	Sep-15-21	Oct-05-21
ws3.4	Pour Level 3 Floor Slab	Oct-06-21	Oct-13-21
ws3.5	Exterior CMU to Roof Level	Nov-03-21	Nov-24-21
ws3.6	Mechanical In Wall Rough Ins	Nov-18-21	Dec-10-21
ws3.7	Structural Steel for Roof	Nov-29-21	Dec-10-21
ws3.8	Plumbing In Wall Rough Ins	Nov-29-21	Dec-17-21



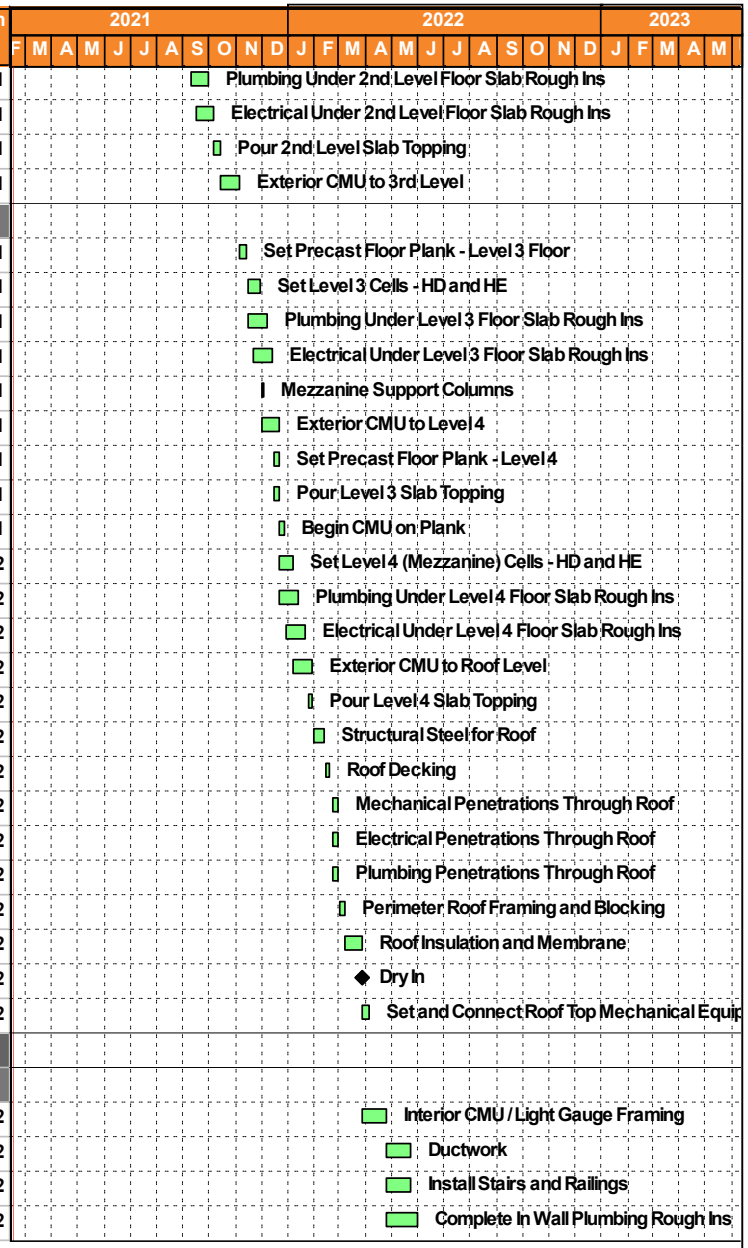
.	Description	Start	Finish
ws3.9	Electrical In Wall Rough Ins	Dec-06-21	Dec-27-21
ws3.10	Roof Decking	Dec-13-21	Dec-17-21
ws3.11	Mechanical Penetrations Through Roof	Dec-20-21	Dec-27-21
ws3.12	Electrical Penetrations Through Roof	Dec-20-21	Dec-27-21
ws3.13	Plumbing Penetrations Through Roof	Dec-20-21	Dec-27-21
ws3.14	Perimeter Roof Framing and Blocking	Dec-28-21	Jan-04-22
ws3.15	Roof Insulation and Membrane	Jan-05-22	Jan-26-22
ws3.16	Dry In		Jan-26-22
ws3.17	Set and Connect Roof Top Mechanical Equipment	Jan-27-22	Feb-02-22
Interior Systems and Finishes			
Level 1 - Mech, Elec Rooms, Laundry, Kitchen			
Level 3 - Offices and Support			
wi3.1	Interior CMU / Light Gauge Framing	Jan-27-22	Feb-24-22
wi3.2	Stairs and Railings	Feb-25-22	Mar-03-22
wi3.3	Ductwork	Feb-25-22	Mar-24-22
wi3.4	Complete In Wall Plumbing Rough Ins	Feb-25-22	Mar-31-22
wi3.5	Complete In Wall Data / Telecomm Rough Ins	Mar-04-22	Apr-07-22
wi3.6	Complete In Wall Electrical Rough Ins	Mar-04-22	Apr-07-22
wi3.7	Complete Above Ceiling Plumbing Rough Ins	Apr-01-22	Apr-21-22
wi3.10	Complete Above Ceiling Electrical Rough Ins	Apr-08-22	Apr-28-22
wi3.8	Complete Above Ceiling Data / Telecomm Rough Ins	Apr-08-22	Apr-28-22
wi3.9	Complete Above Ceiling Security Conduit Rough Ins	Apr-08-22	Apr-28-22
wi3.11	Sprinkler Rough Ins	Apr-08-22	Apr-28-22
wi3.12	Drywall Hang and Finish	Apr-08-22	May-05-22
wi3.13	Frame Hard Ceilings	Apr-29-22	May-26-22
wi3.14	Acoustic Ceiling Grid	Apr-29-22	May-26-22
wi3.15	Security Wiring	Apr-29-22	Jun-03-22
wi3.16	Low Voltage Control Wiring	Apr-29-22	Jun-03-22
wi3.17	Doors and Hardware	May-06-22	May-26-22
wi3.18	Security Door Controls	May-27-22	Jun-10-22
wi3.19	Light Fixtures in Hard Ceilings	May-27-22	Jun-24-22
wi3.20	Light Fixtures in Acoustic Ceilings	May-27-22	Jun-24-22
wi3.21	GRDs in Acoustic Ceilings	May-27-22	Jun-24-22
wi3.22	Hang and Finish Ceilings	Jun-27-22	Jul-25-22



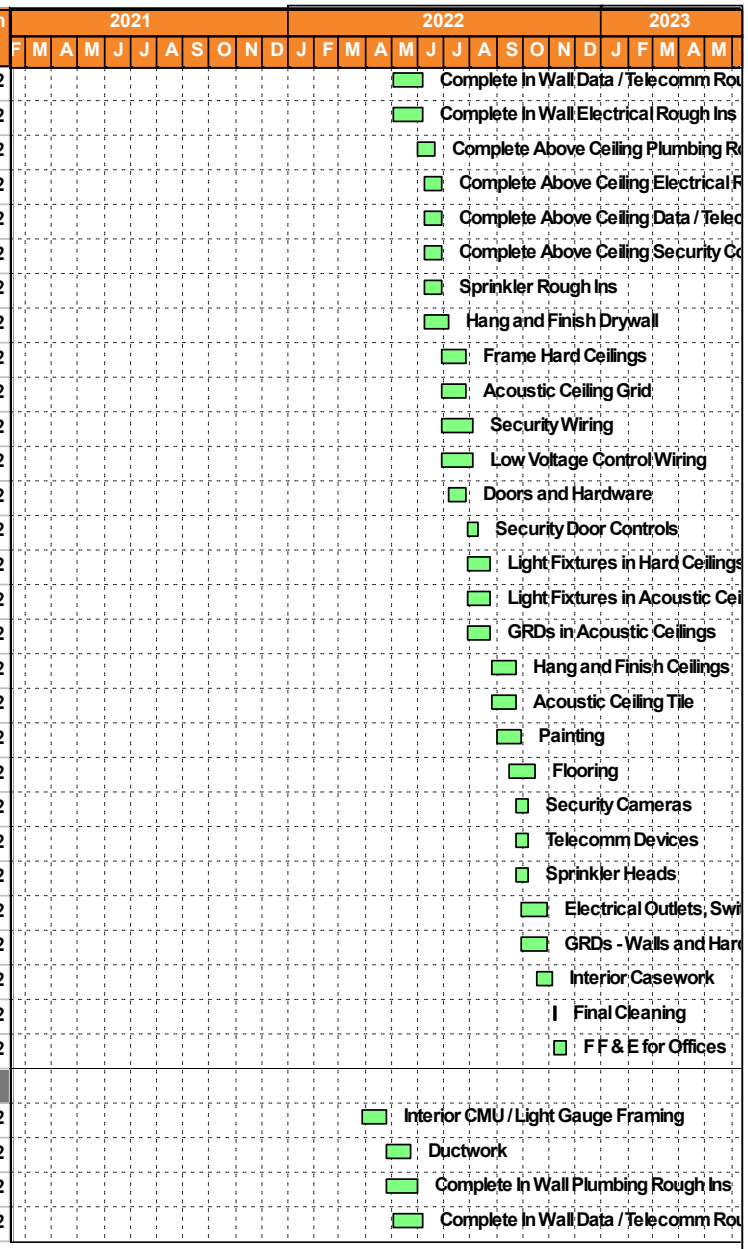
.	Description	Start	Finish
wi3.23	Acoustic Ceiling Tile	Jun-27-22	Jul-25-22
wi3.24	Painting	Jul-05-22	Aug-01-22
wi3.25	Flooring	Jul-19-22	Aug-15-22
wi3.26	Toilet Room Flooring	Jul-19-22	Aug-15-22
wi3.27	Security Cameras	Jul-26-22	Aug-08-22
wi3.28	Telecomm Devices	Jul-26-22	Aug-08-22
wi3.29	Sprinkler Heads	Jul-26-22	Aug-08-22
wi3.30	Install and Connect Security MDF / IDF Equipment	Aug-02-22	Aug-22-22
wi3.31	Electrical Outlets, Switches, etc.	Aug-02-22	Aug-29-22
wi3.32	GRDs - Walls and Hard Ceilings	Aug-02-22	Aug-29-22
wi3.33	Plumbing Fixtures	Aug-16-22	Aug-29-22
wi3.34	Interior Casework	Aug-16-22	Sep-06-22
wi3.35	Toilet Partitions and Accessories	Aug-30-22	Sep-06-22
wi3.36	Final Cleaning	Sep-07-22	Sep-09-22
wi3.37	F F & E for Offices	Sep-07-22	Sep-20-22
East Side - Housing Units			
Building Shell			
es.1	CMU Exterior Walls	Aug-18-21	Sep-15-21
es.2	CMU Elevator Shaft Walls	Sep-16-21	Oct-14-21
es.3	Exterior Windows and Doors	Mar-29-22	Apr-25-22
es.4	Exterior Brick Veneer	Apr-26-22	May-31-22
Levels 1 and 2 (Mezzanine)			
es12.1	Start Foundations	May-03-21	May-21-21
es12.2	Electrical Under Slab on Grade Rough Ins	May-24-21	Jun-14-21
es12.3	Plumbing Under Slab on Grade Rough Ins	May-24-21	Jun-14-21
es12.4	Pour Slab on Grade	Jun-15-21	Jun-21-21
es12.5	Erect Steel	Jun-22-21	Jul-20-21
es12.6	Plumbing In Wall Rough Ins	Jul-21-21	Aug-10-21
es12.7	CMU and Concrete Walls to Level 2	Jul-21-21	Aug-17-21
es12.8	Electrical In Wall Rough Ins	Jul-28-21	Aug-17-21
es12.9	Place Level 1 Cells - HA, HB, and HC	Aug-18-21	Aug-31-21
es12.10	Set Precast Floor Plank - 2nd Level Floor	Sep-01-21	Sep-08-21
es12.11	Begin CMU on Plank	Sep-09-21	Sep-13-21
es12.12	Set Level 2 (Mezzanine) Cells - HA, HB, and HC	Sep-09-21	Sep-22-21



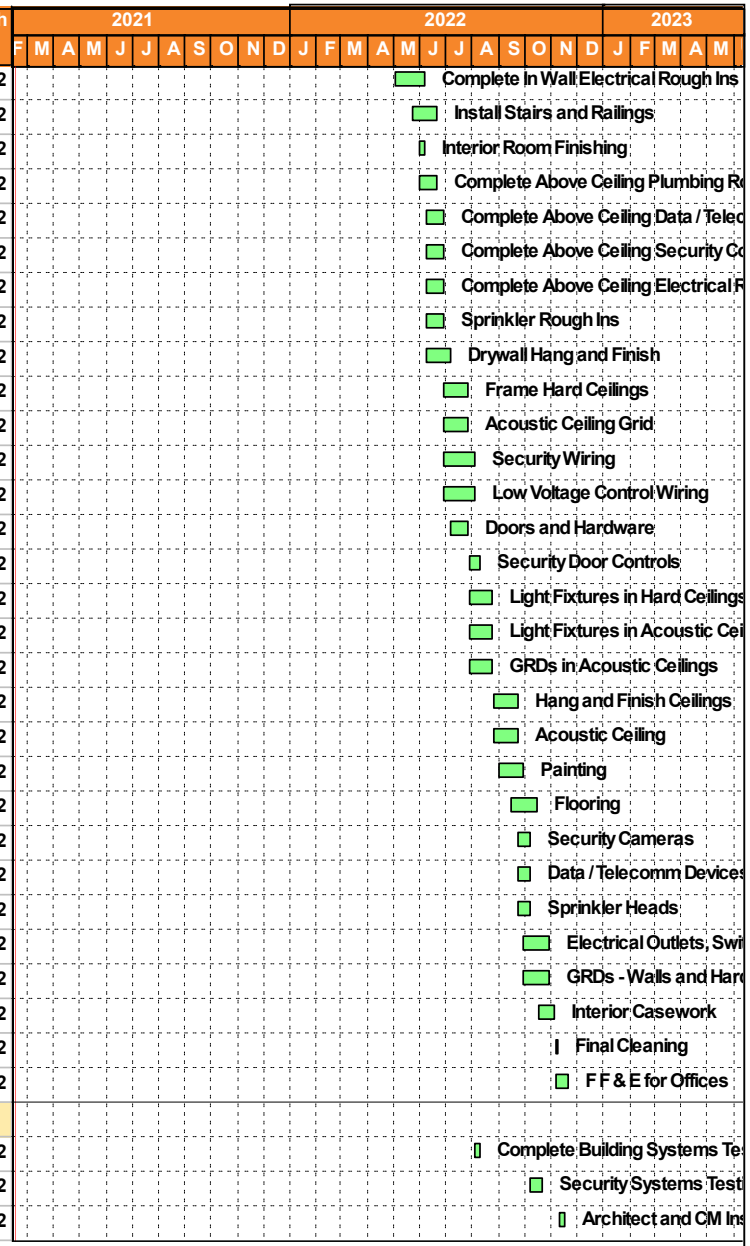
.	Description	Start	Finish
es12.13	Plumbing Under 2nd Level Floor Slab Rough Ins	Sep-09-21	Sep-29-21
es12.14	Electrical Under 2nd Level Floor Slab Rough Ins	Sep-16-21	Oct-06-21
es12.15	Pour 2nd Level Slab Topping	Oct-07-21	Oct-14-21
es12.16	Exterior CMU to 3rd Level	Oct-15-21	Nov-04-21
Levels 3 and 4 (Mezzanine)			
es34.1	Set Precast Floor Plank - Level 3 Floor	Nov-05-21	Nov-12-21
es34.2	Set Level 3 Cells - HD and HE	Nov-15-21	Nov-30-21
es34.3	Plumbing Under Level 3 Floor Slab Rough Ins	Nov-15-21	Dec-07-21
es34.4	Electrical Under Level 3 Floor Slab Rough Ins	Nov-22-21	Dec-14-21
es34.5	Mezzanine Support Columns	Dec-01-21	Dec-03-21
es34.6	Exterior CMU to Level 4	Dec-01-21	Dec-21-21
es34.7	Set Precast Floor Plank - Level 4	Dec-15-21	Dec-21-21
es34.8	Pour Level 3 Slab Topping	Dec-15-21	Dec-21-21
es34.9	Begin CMU on Plank	Dec-22-21	Dec-27-21
es34.10	Set Level 4 (Mezzanine) Cells - HD and HE	Dec-22-21	Jan-06-22
es34.11	Plumbing Under Level 4 Floor Slab Rough Ins	Dec-22-21	Jan-13-22
es34.12	Electrical Under Level 4 Floor Slab Rough Ins	Dec-30-21	Jan-21-22
es34.13	Exterior CMU to Roof Level	Jan-07-22	Jan-28-22
es34.14	Pour Level 4 Slab Topping	Jan-24-22	Jan-28-22
es34.15	Structural Steel for Roof	Jan-31-22	Feb-11-22
es34.16	Roof Decking	Feb-14-22	Feb-18-22
es34.17	Mechanical Penetrations Through Roof	Feb-22-22	Feb-28-22
es34.18	Electrical Penetrations Through Roof	Feb-22-22	Feb-28-22
es34.19	Plumbing Penetrations Through Roof	Feb-22-22	Feb-28-22
es34.20	Perimeter Roof Framing and Blocking	Mar-01-22	Mar-07-22
es34.21	Roof Insulation and Membrane	Mar-08-22	Mar-28-22
es34.22	Dry In		Mar-28-22
es34.23	Set and Connect Roof Top Mechanical Equipment	Mar-29-22	Apr-04-22
Interior Systems and Finishes			
Levels 1 and 2 (Mezzanine)			
ei12.1	Interior CMU / Light Gauge Framing	Mar-29-22	Apr-25-22
ei12.2	Ductwork	Apr-26-22	May-23-22
ei12.3	Install Stairs and Railings	Apr-26-22	May-23-22
ei12.4	Complete In Wall Plumbing Rough Ins	Apr-26-22	May-31-22



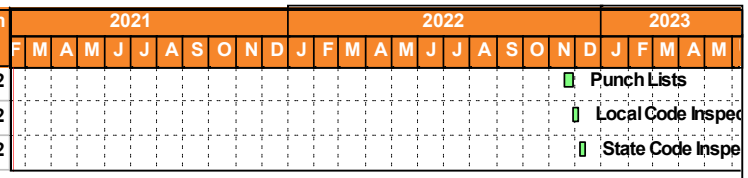
.	Description	Start	Finish
ei12.5	Complete In Wall Data / Telecomm Rough Ins	May-03-22	Jun-07-22
ei12.6	Complete In Wall Electrical Rough Ins	May-03-22	Jun-07-22
ei12.7	Complete Above Ceiling Plumbing Rough Ins	Jun-01-22	Jun-21-22
ei12.10	Complete Above Ceiling Electrical Rough Ins	Jun-08-22	Jun-28-22
ei12.8	Complete Above Ceiling Data / Telecomm Rough Ins	Jun-08-22	Jun-28-22
ei12.9	Complete Above Ceiling Security Conduit Rough Ins	Jun-08-22	Jun-28-22
ei12.11	Sprinkler Rough Ins	Jun-08-22	Jun-28-22
ei12.12	Hang and Finish Drywall	Jun-08-22	Jul-06-22
ei12.13	Frame Hard Ceilings	Jun-29-22	Jul-27-22
ei12.14	Acoustic Ceiling Grid	Jun-29-22	Jul-27-22
ei12.16	Security Wiring	Jun-29-22	Aug-03-22
ei12.15	Low Voltage Control Wiring	Jun-29-22	Aug-03-22
ei12.17	Doors and Hardware	Jul-07-22	Jul-27-22
ei12.18	Security Door Controls	Jul-28-22	Aug-10-22
ei12.19	Light Fixtures in Hard Ceilings	Jul-28-22	Aug-24-22
ei12.20	Light Fixtures in Acoustic Ceilings	Jul-28-22	Aug-24-22
ei12.21	GRDs in Acoustic Ceilings	Jul-28-22	Aug-24-22
ei12.22	Hang and Finish Ceilings	Aug-25-22	Sep-22-22
ei12.23	Acoustic Ceiling Tile	Aug-25-22	Sep-22-22
ei12.24	Painting	Sep-01-22	Sep-29-22
ei12.25	Flooring	Sep-16-22	Oct-14-22
ei12.26	Security Cameras	Sep-23-22	Oct-06-22
ei12.27	Telecomm Devices	Sep-23-22	Oct-06-22
ei12.28	Sprinkler Heads	Sep-23-22	Oct-06-22
ei12.29	Electrical Outlets, Switches, etc.	Sep-30-22	Oct-28-22
ei12.30	GRDs - Walls and Hard Ceilings	Sep-30-22	Oct-28-22
ei12.31	Interior Casework	Oct-17-22	Nov-04-22
ei12.32	Final Cleaning	Nov-07-22	Nov-09-22
ei12.33	F F & E for Offices	Nov-07-22	Nov-21-22
Levels 3 and 4 (Mezzanine)			
ei34.1	Interior CMU / Light Gauge Framing	Mar-29-22	Apr-25-22
ei34.2	Ductwork	Apr-26-22	May-23-22
ei34.3	Complete In Wall Plumbing Rough Ins	Apr-26-22	May-31-22
ei34.4	Complete In Wall Data / Telecomm Rough Ins	May-03-22	Jun-07-22



.	Description	Start	Finish
ei34.5	Complete In Wall Electrical Rough Ins	May-03-22	Jun-07-22
ei34.6	Install Stairs and Railings	May-24-22	Jun-21-22
ei34.7	Interior Room Finishing	Jun-01-22	Jun-07-22
ei34.8	Complete Above Ceiling Plumbing Rough Ins	Jun-01-22	Jun-21-22
ei34.10	Complete Above Ceiling Data / Telecomm Rough Ins	Jun-08-22	Jun-28-22
ei34.11	Complete Above Ceiling Security Conduit Rough Ins	Jun-08-22	Jun-28-22
ei34.9	Complete Above Ceiling Electrical Rough Ins	Jun-08-22	Jun-28-22
ei34.12	Sprinkler Rough Ins	Jun-08-22	Jun-28-22
ei34.13	Drywall Hang and Finish	Jun-08-22	Jul-06-22
ei34.14	Frame Hard Ceilings	Jun-29-22	Jul-27-22
ei34.15	Acoustic Ceiling Grid	Jun-29-22	Jul-27-22
ei34.17	Security Wiring	Jun-29-22	Aug-03-22
ei34.16	Low Voltage Control Wiring	Jun-29-22	Aug-03-22
ei34.18	Doors and Hardware	Jul-07-22	Jul-27-22
ei34.19	Security Door Controls	Jul-28-22	Aug-10-22
ei34.20	Light Fixtures in Hard Ceilings	Jul-28-22	Aug-24-22
ei34.21	Light Fixtures in Acoustic Ceilings	Jul-28-22	Aug-24-22
ei34.22	GRDs in Acoustic Ceilings	Jul-28-22	Aug-24-22
ei34.23	Hang and Finish Ceilings	Aug-25-22	Sep-22-22
ei34.24	Acoustic Ceiling	Aug-25-22	Sep-22-22
ei34.25	Painting	Sep-01-22	Sep-29-22
ei34.26	Flooring	Sep-16-22	Oct-14-22
ei34.27	Security Cameras	Sep-23-22	Oct-06-22
ei34.28	Data / Telecomm Devices	Sep-23-22	Oct-06-22
ei34.29	Sprinkler Heads	Sep-23-22	Oct-06-22
ei34.30	Electrical Outlets, Switches, etc.	Sep-30-22	Oct-28-22
ei34.31	GRDs - Walls and Hard Ceilings	Sep-30-22	Oct-28-22
ei34.32	Interior Casework	Oct-17-22	Nov-04-22
ei34.33	Final Cleaning	Nov-07-22	Nov-09-22
ei34.34	F F & E for Offices	Nov-07-22	Nov-21-22
Project Completion			
pc.1	Complete Building Systems Testing	Aug-04-22	Aug-10-22
pc.2	Security Systems Testing	Oct-07-22	Oct-21-22
pc.3	Architect and CM Inspections	Nov-10-22	Nov-17-22



.	Description	Start	Finish
pc.4	Punch Lists	Nov-18-22	Nov-28-22
pc.5	Local Code Inspections	Nov-29-22	Dec-05-22
pc.6	State Code Inspections	Dec-06-22	Dec-12-22



BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Fayette County New Prison
Awarding Agency:	Fayette County Commissioners
Contract Award Date:	1/15/2021
Serial Number:	20-07275
Project Classification:	Building
Determination Date:	12/10/2020
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Fayette County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 20-07275 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2017		$36.66	$24.25	$60.91
Asbestos & Insulation Workers	8/1/2018		$37.11	$24.80	$61.91
Asbestos & Insulation Workers	8/1/2019		$38.16	$25.75	$63.91
Asbestos & Insulation Workers	8/1/2020		$38.93	$26.98	$65.91
Boilermakers	6/1/2016		$40.90	$27.61	$68.51
Bricklayer (Stone Mason)	12/1/2017		$31.55	$21.61	$53.16
Bricklayer	6/1/2019		$32.35	$22.51	$54.86
Bricklayer	12/1/2019		$32.85	$22.71	$55.56
Bricklayer	6/1/2020		$33.65	$22.81	$56.46
Bricklayer	12/1/2020		$34.00	$23.41	$57.41
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		$33.01	$16.63	$49.64
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018	5/31/2019	$33.75	$17.34	$51.09
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019	5/31/2020	$34.72	$17.82	$52.54
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020	5/31/2021	$35.48	$18.56	$54.04
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		$36.23	$19.31	$55.54
Cement Mason/Concrete Finisher	6/1/2017	5/31/2018	$29.52	$18.39	$47.91
Cement Mason/Concrete Finisher	6/1/2018	5/31/2019	$30.27	$18.99	$49.26
Cement Mason/Concrete Finisher	6/1/2019		$31.27	$19.39	$50.66
Cement Masons	6/1/2020		$31.52	$20.64	$52.16
Dockbuilder, Pile Drivers	1/1/2016		$32.03	$17.53	$49.56
Drywall Finisher	6/1/2017		$27.80	$19.14	$46.94
Drywall Finisher	6/1/2018		$28.10	$19.99	$48.09
Drywall Finisher	6/1/2019	5/31/2020	$29.10	$20.49	$49.59
Drywall Finisher	6/1/2020	5/31/2021	$30.10	$20.89	$50.99
Drywall Finisher	6/1/2021	5/31/2022	$31.00	$21.39	$52.39
Drywall Finisher	6/1/2022		$32.00	$21.89	$53.89
Electricians & Telecommunications Installation Technician	12/23/2017		$39.76	$26.44	$66.20
Electricians & Telecommunications Installation Technician	12/22/2018		$41.74	$26.44	$68.18
Electricians & Telecommunications Installation Technician	12/22/2019		$44.46	$26.44	$70.90
Electricians	12/26/2020		$43.61	$29.29	$72.90
Electricians	12/26/2021		$45.86	$29.29	$75.15
Electricians	12/26/2022		$48.31	$29.29	$77.60
Elevator Constructor	1/1/2018		$47.22	$33.00	$80.22
Glazier	9/1/2017		$28.00	$22.60	$50.60
Glazier	9/1/2018		$28.62	$23.23	$51.85
Glazier	9/1/2019		$30.50	$24.40	$54.90
Glazier	9/1/2020		$31.00	$26.05	$57.05
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		$33.54	$30.24	$63.78

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 20-07275 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers	6/1/2018		$34.49	$31.17	$65.66
Iron Workers	6/1/2019		$35.49	$32.30	$67.79
Iron Workers	6/1/2020		$37.29	$32.87	$70.16
Laborers (Class 01 - See notes)	1/1/2018		$22.32	$16.67	$38.99
Laborers (Class 01 - See notes)	1/1/2019		$22.37	$17.67	$40.04
Laborers (Class 01 - See notes)	1/1/2020		$26.42	$14.67	$41.09
Laborers (Class 01 - See notes)	1/1/2021		$22.82	$19.32	$42.14
Laborers (Class 02 - See notes)	1/1/2018		$22.47	$16.67	$39.14
Laborers (Class 02 - See notes)	1/1/2019		$22.52	$17.67	$40.19
Laborers (Class 02 - See notes)	1/1/2020		$26.57	$14.67	$41.24
Laborers (Class 02 - See notes)	1/1/2021		$22.97	$19.32	$42.29
Laborers (Class 03 - See notes)	1/1/2018		$22.60	$16.67	$39.27
Laborers (Class 03 - See notes)	1/1/2019		$22.65	$17.67	$40.32
Laborers (Class 03 - See notes)	1/1/2020		$26.70	$14.67	$41.37
Laborers (Class 03 - See notes)	1/1/2021		$23.10	$19.32	$42.42
Laborers (Class 04 - See notes)	1/1/2018		$23.07	$16.67	$39.74
Laborers (Class 04 - See notes)	1/1/2019		$23.12	$17.67	$40.79
Laborers (Class 04 - See notes)	1/1/2020		$27.17	$14.67	$41.84
Laborers (Class 04 - See notes)	1/1/2021		$23.57	$19.32	$42.89
Landscape Laborer (Skilled)	1/1/2018		$21.01	$15.31	$36.32
Landscape Laborer (Skilled)	1/1/2019		$21.44	$16.08	$37.52
Landscape Laborer (Skilled)	1/1/2020		$21.64	$16.98	$38.62
Landscape Laborer (Tractor Operator)	1/1/2018		$21.31	$15.31	$36.62
Landscape Laborer (Tractor Operator)	1/1/2019		$21.74	$16.08	$37.82
Landscape Laborer (Tractor Operator)	1/1/2020		$21.94	$16.98	$38.92
Landscape Laborer	1/1/2018		$20.59	$15.31	$35.90
Landscape Laborer	1/1/2019		$21.02	$16.08	$37.10
Landscape Laborer	1/1/2020		$21.22	$16.98	$38.20
Millwright	6/1/2017		$39.83	$18.57	$58.40
Millwright	6/1/2020		$41.68	$20.32	$62.00
Operators (Class 01 - see notes)	6/12/2017		$34.49	$20.15	$54.64
Operators (Class 01 - see notes)	6/1/2018		$35.09	$20.95	$56.04
Operators (Class 01 - see notes)	6/1/2019		$35.69	$21.75	$57.44
Operators (Class 01 - see notes)	6/1/2020		$36.39	$22.55	$58.94
Operators (Class 01 - see notes)	6/1/2021		$37.09	$23.35	$60.44
Operators (Class 02 -see notes)	6/12/2017		$29.58	$20.15	$49.73
Operators (Class 02 -see notes)	6/1/2018		$29.90	$20.95	$50.85
Operators (Class 02 -see notes)	6/1/2019		$30.22	$21.75	$51.97
Operators (Class 02 -see notes)	6/1/2020		$30.62	$22.55	$53.17
Operators (Class 02 -see notes)	6/1/2021		$31.02	$23.35	$54.37
Operators (Class 03 - See notes)	6/12/2017		$28.25	$20.15	$48.40
Operators (Class 03 - See notes)	6/1/2018		$28.46	$20.95	$49.41
Operators (Class 03 - See notes)	6/1/2019		$28.67	$21.75	$50.42
Operators (Class 03 - See notes)	6/1/2020		$28.95	$22.55	$51.50

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 20-07275 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	6/1/2021		$29.23	$23.35	$52.58
Painters Class 6 (see notes)	6/1/2017		$27.50	$18.66	$46.16
Painters Class 6 (see notes)	6/1/2018		$28.00	$19.36	$47.36
Painters Class 6 (see notes)	6/1/2019		$28.50	$20.06	$48.56
Painters Class 6 (see notes)	6/1/2020		$28.80	$20.99	$49.79
Painters Class 6 (see notes)	6/1/2021		$29.15	$21.89	$51.04
Painters Class 6 (see notes)	6/1/2022		$29.50	$22.82	$52.32
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		$50.33	$18.55	$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		$51.45	$19.30	$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		$53.10	$19.70	$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		$54.75	$20.10	$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		$56.40	$20.50	$76.90
Piledrivers	1/1/2018		$33.55	$18.55	$52.10
Piledrivers	1/1/2019		$34.30	$19.30	$53.60
Piledrivers	1/1/2020		$35.40	$19.70	$55.10
Piledrivers	1/1/2021		$36.50	$20.10	$56.60
Piledrivers	1/1/2022		$37.60	$20.50	$58.10
Plasterers	6/1/2017		$28.79	$15.79	$44.58
Plasterers	6/1/2017		$28.79	$15.79	$44.58
Plasterers	6/1/2018		$28.74	$16.84	$45.58
Plasterers	6/1/2019		$29.78	$17.20	$46.98
Plasterers	6/1/2020		$29.78	$18.60	$48.38
Plumbers and Steamfitters	6/1/2017		$33.83	$22.90	$56.73
Plumbers and Steamfitters	6/1/2018	5/31/2019	$34.32	$23.50	$57.82
Plumbers and Steamfitters	6/1/2019		$34.77	$24.25	$59.02
Plumbers and Steamfitters	6/1/2020		$35.82	$24.55	$60.37
Plumbers and Steamfitters	6/1/2021		$36.97	$24.75	$61.72
Plumbers and Steamfitters	6/1/2022		$38.17	$24.90	$63.07
Plumbers and Steamfitters	6/1/2023		$39.32	$25.10	$64.42
Pointers, Caulkers, Cleaners	12/1/2016		$29.27	$18.34	$47.61
Pointers, Caulkers, Cleaners	12/1/2017		$29.88	$18.73	$48.61
Pointers, Caulkers, Cleaners	6/1/2019		$31.38	$19.44	$50.82
Pointers, Caulkers, Cleaners	12/1/2019		$31.93	$19.64	$51.57
Pointers, Caulkers, Cleaners	6/1/2020		$32.63	$19.72	$52.35
Pointers, Caulkers, Cleaners	12/1/2020		$33.15	$19.97	$53.12
Roofers	6/1/2017		$31.00	$15.17	$46.17
Roofers	6/1/2018		$31.00	$16.42	$47.42
Roofers	6/1/2019		$34.83	$13.84	$48.67
Roofers	6/1/2020		$36.08	$13.84	$49.92
Sheet Metal Workers	7/1/2017		$33.70	$27.74	$61.44
Sheet Metal Workers	7/1/2018		$34.47	$28.08	$62.55
Sheet Metal Workers	7/1/2019		$36.21	$28.36	$64.57
Sheet Metal Workers	7/1/2020		$37.96	$28.63	$66.59
Sprinklerfitters	4/1/2017		$37.40	$21.74	$59.14

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 20-07275 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sprinklerfitters	4/1/2018		$38.80	$22.74	$61.54
Sprinklerfitters	4/1/2020		$38.90	$26.42	$65.32
Stone Masons	6/1/2019		$33.72	$22.05	$55.77
Stone Masons	12/1/2019		$34.22	$22.25	$56.47
Stone Masons	6/1/2020		$35.02	$22.35	$57.37
Stone Masons	12/1/2020		$35.72	$22.60	$58.32
Terrazzo Finisher	12/1/2016		$30.53	$15.40	$45.93
Terrazzo Finisher	12/1/2017		$31.08	$15.85	$46.93
Terrazzo Finisher	6/1/2019		$32.01	$16.52	$48.53
Terrazzo Finisher	12/1/2019		$32.37	$16.74	$49.11
Terrazzo Finisher	6/1/2020		$32.96	$16.90	$49.86
Terrazzo Finisher	12/1/2020		$33.46	$17.15	$50.61
Terrazzo Mechanics	12/1/2016		$30.18	$17.30	$47.48
Terrazzo Mechanics	12/1/2017		$30.57	$17.91	$48.48
Terrazzo Mechanics	6/1/2019		$31.31	$18.67	$49.98
Terrazzo Mechanics	12/1/2019		$31.79	$18.92	$50.71
Terrazzo Mechanics	6/1/2020		$32.32	$19.09	$51.41
Terrazzo Mechanics	12/1/2020		$32.82	$19.34	$52.16
Tile Finisher	12/1/2016		$24.59	$14.38	$38.97
Tile Finisher	12/1/2017		$25.16	$14.90	$40.06
Tile Finisher	6/1/2019		$25.69	$15.65	$41.34
Tile Finisher	12/1/2019		$26.00	$15.86	$41.86
Tile Finisher	6/1/2020		$26.47	$16.07	$42.54
Tile Finisher	12/1/2020		$26.86	$16.36	$43.22
Tile Setter	12/1/2016		$30.27	$18.51	$48.78
Tile Setter	12/1/2017		$30.75	$19.05	$49.80
Tile Setter	6/1/2019		$31.47	$20.03	$51.50
Tile Setter	12/1/2019		$31.91	$20.24	$52.15
Tile Setter	6/1/2020		$32.58	$20.42	$53.00
Tile Setter	12/1/2020		$33.12	$20.73	$53.85
Truckdriver class 1(see notes)	1/1/2016		$27.62	$16.60	$44.22
Truckdriver class 1(see notes)	1/1/2020		$29.93	$20.21	$50.14
Truckdriver class 1(see notes)	1/1/2021		$30.68	$20.96	$51.64
Truckdriver class 1(see notes)	1/1/2022		$31.43	$21.71	$53.14
Truckdriver class 2 (see notes)	1/1/2016		$27.75	$16.69	$44.44
Truckdriver class 2 (see notes)	1/1/2020		$30.39	$20.52	$50.91
Truckdriver class 2 (see notes)	1/1/2021		$31.14	$21.27	$52.41
Truckdriver class 2 (see notes)	1/1/2022		$31.14	$21.27	$52.41
Truckdriver class 2 (see notes)	1/1/2022		$31.89	$22.02	$53.91
Truckdriver class 3 (see notes)	1/1/2016		$28.23	$16.98	$45.21
Window Film / Tint Installer	10/1/2019		$25.00	$2.63	$27.63

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 20-07275 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2018	12/31/2018	$33.17	$17.77	$50.94
Carpenter	1/1/2019		$34.02	$18.42	$52.44
Carpenter	1/1/2020		$35.02	$18.92	$53.94
Carpenter	1/1/2021		$36.12	$19.32	$55.44
Carpenter	1/1/2022		$37.10	$19.84	$56.94
Carpenter Welder	1/1/2018	12/31/2018	$34.12	$17.77	$51.89
Carpenter Welder	1/1/2019		$34.97	$18.42	$53.39
Carpenter Welder	1/1/2020		$35.97	$18.92	$54.89
Carpenter Welder	1/1/2021		$37.07	$19.32	$56.39
Carpenter Welder	1/1/2022		$38.05	$19.84	$57.89
Cement Finishers	1/1/2017		$30.14	$19.40	$49.54
Cement Finishers	1/1/2018		$31.04	$19.90	$50.94
Cement Finishers	1/1/2019		$31.94	$20.50	$52.44
Cement Finishers	1/1/2021		$32.84	$22.60	$55.44
Cement Finishers	1/1/2022		$33.14	$23.80	$56.94
Cement Masons	1/1/2020		$32.84	$21.10	$53.94
Electric Lineman	5/29/2017		$45.24	$24.23	$69.47
Electric Lineman	5/28/2018		$46.29	$25.26	$71.55
Electric Lineman	5/27/2019		$47.38	$26.30	$73.68
Electric Lineman	6/1/2020		$48.51	$27.38	$75.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2016		$33.18	$29.13	$62.31
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		$33.54	$30.24	$63.78
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2020		$37.29	$32.87	$70.16
Laborers (Class 01 - See notes)	1/1/2017		$24.85	$20.95	$45.80
Laborers (Class 01 - See notes)	1/1/2018		$24.85	$22.35	$47.20
Laborers (Class 01 - See notes)	1/1/2019		$24.85	$23.85	$48.70
Laborers (Class 01 - See notes)	1/6/2020		$26.10	$24.10	$50.20
Laborers (Class 01 - See notes)	1/6/2021		$26.90	$24.80	$51.70
Laborers (Class 01 - See notes)	1/6/2022		$27.70	$25.50	$53.20
Laborers (Class 02 - See notes)	1/1/2017		$25.01	$20.95	$45.96
Laborers (Class 02 - See notes)	1/1/2018		$25.01	$22.35	$47.36
Laborers (Class 02 - See notes)	1/1/2019		$25.01	$23.85	$48.86
Laborers (Class 02 - See notes)	1/6/2020		$26.26	$24.10	$50.36
Laborers (Class 02 - See notes)	1/6/2021		$27.06	$24.80	$51.86
Laborers (Class 02 - See notes)	1/6/2022		$27.86	$25.50	$53.36
Laborers (Class 03 - See notes)	1/1/2017		$25.40	$20.95	$46.35
Laborers (Class 03 - See notes)	1/1/2018		$25.40	$22.35	$47.75
Laborers (Class 03 - See notes)	1/1/2019		$25.40	$23.85	$49.25
Laborers (Class 03 - See notes)	1/6/2020		$26.65	$24.10	$50.75
Laborers (Class 03 - See notes)	1/6/2021		$27.45	$24.80	$52.25
Laborers (Class 03 - See notes)	1/6/2022		$28.25	$25.50	$53.75
Laborers (Class 04 - See notes)	1/1/2017		$25.85	$20.95	$46.80

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Project: 20-07275 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2018		$25.85	$22.35	$48.20
Laborers (Class 04 - See notes)	1/1/2019		$25.85	$23.85	$49.70
Laborers (Class 04 - See notes)	1/6/2020		$27.10	$24.10	$51.20
Laborers (Class 04 - See notes)	1/6/2021		$27.90	$24.80	$52.70
Laborers (Class 04 - See notes)	1/6/2022		$28.70	$25.50	$54.20
Laborers (Class 05 - See notes)	1/1/2017		$26.26	$20.95	$47.21
Laborers (Class 05 - See notes)	1/1/2018		$26.26	$22.35	$48.61
Laborers (Class 05 - See notes)	1/1/2019		$26.26	$23.85	$50.11
Laborers (Class 05 - See notes)	1/6/2020		$27.51	$24.10	$51.61
Laborers (Class 05 - See notes)	1/6/2021		$28.31	$24.80	$53.11
Laborers (Class 05 - See notes)	1/6/2022		$29.11	$25.50	$54.61
Laborers (Class 06 - See notes)	1/1/2017		$23.10	$20.95	$44.05
Laborers (Class 06 - See notes)	1/1/2018		$23.10	$22.35	$45.45
Laborers (Class 06 - See notes)	1/1/2019		$23.10	$23.85	$46.95
Laborers (Class 06 - See notes)	1/6/2020		$24.35	$24.10	$48.45
Laborers (Class 06 - See notes)	1/6/2021		$25.15	$24.80	$49.95
Laborers (Class 06 - See notes)	1/6/2022		$25.95	$25.50	$51.45
Laborers (Class 07 - See notes)	1/1/2017		$25.85	$20.95	$46.80
Laborers (Class 07 - See notes)	1/1/2018		$25.85	$22.35	$48.20
Laborers (Class 07 - See notes)	1/1/2019		$25.85	$23.85	$49.70
Laborers (Class 07 - See notes)	1/6/2020		$27.10	$24.10	$51.20
Laborers (Class 07 - See notes)	1/6/2021		$27.90	$24.80	$52.70
Laborers (Class 07 - See notes)	1/6/2022		$28.70	$25.50	$54.20
Laborers (Class 08 - See notes)	1/1/2017		$27.35	$20.95	$48.30
Laborers (Class 08 - See notes)	1/1/2018		$27.35	$22.35	$49.70
Laborers (Class 08 - See notes)	1/1/2019		$27.35	$23.85	$51.20
Laborers (Class 08 - See notes)	1/6/2020		$28.60	$24.10	$52.70
Laborers (Class 08 - See notes)	1/6/2021		$29.40	$24.80	$54.20
Laborers (Class 08 - See notes)	1/6/2022		$30.20	$25.50	$55.70
Millwright	6/1/2020		$41.68	$20.32	$62.00
Operators (Class 01 - see notes)	1/1/2017		$30.69	$19.98	$50.67
Operators (Class 01 - see notes)	1/1/2018		$31.29	$20.78	$52.07
Operators (Class 01 - see notes)	1/1/2019		$31.89	$21.68	$53.57
Operators (Class 01 - see notes)	1/1/2020		$32.89	$22.23	$55.12
Operators (Class 01 - see notes)	1/1/2021		$33.89	$22.73	$56.62
Operators (Class 01 - see notes)	1/1/2022		$34.79	$23.33	$58.12
Operators (Class 02 -see notes)	1/1/2017		$30.43	$19.98	$50.41
Operators (Class 02 -see notes)	1/1/2018		$31.03	$20.78	$51.81
Operators (Class 02 -see notes)	1/1/2019		$31.63	$21.68	$53.31
Operators (Class 02 -see notes)	1/1/2020		$32.63	$22.23	$54.86
Operators (Class 02 -see notes)	1/1/2021		$33.63	$22.73	$56.36
Operators (Class 02 -see notes)	1/1/2022		$34.53	$23.33	$57.86
Operators (Class 03 - See notes)	1/1/2017		$26.78	$19.98	$46.76
Operators (Class 03 - See notes)	1/1/2018		$27.38	$20.78	$48.16

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Project: 20-07275 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	1/1/2019		$27.98	$21.68	$49.66
Operators (Class 03 - see notes)	1/1/2020		$28.98	$22.23	$51.21
Operators (Class 03 - see notes)	1/1/2021		$29.98	$22.73	$52.71
Operators (Class 03 - See notes)	1/1/2022		$30.88	$23.33	$54.21
Operators (Class 04 - See notes)	1/1/2017		$26.32	$19.98	$46.30
Operators (Class 04 - See notes)	1/1/2018		$26.92	$20.78	$47.70
Operators (Class 04 - See notes)	1/1/2019		$27.52	$21.68	$49.20
Operators (Class 04 - See notes)	1/1/2020		$28.52	$22.23	$50.75
Operators (Class 04 - See notes)	1/1/2021		$29.52	$22.73	$52.25
Operators (Class 04 - See notes)	1/1/2022		$30.42	$23.33	$53.75
Operators (Class 05 - See notes)	1/1/2017		$26.07	$19.98	$46.05
Operators (Class 05 - See notes)	1/1/2018		$26.67	$20.78	$47.45
Operators (Class 05 - See notes)	1/1/2019		$27.27	$21.68	$48.95
Operators (Class 05 - See notes)	1/1/2020		$28.27	$22.23	$50.50
Operators (Class 05 - See notes)	1/1/2021		$29.27	$22.73	$52.00
Operators (Class 05 - See notes)	1/1/2022		$30.17	$23.33	$53.50
Operators Class 1-A	1/1/2020		$35.89	$22.23	$58.12
Operators Class 1-A	1/1/2021		$36.89	$22.73	$59.62
Operators Class 1-A	1/1/2022		$37.79	$23.33	$61.12
Operators Class 1-B	1/1/2020		$34.89	$22.23	$57.12
Operators Class 1-B	1/1/2021		$35.89	$22.73	$58.62
Operators Class 1-B	1/1/2022		$36.79	$23.33	$60.12
Painters Class 1 (see notes)	6/1/2016		$31.58	$17.58	$49.16
Painters Class 1 (see notes)	6/1/2017		$31.98	$18.43	$50.41
Painters Class 1 (see notes)	6/1/2017		$31.85	$18.66	$50.51
Painters Class 1 (see notes)	6/1/2018		$32.50	$19.36	$51.86
Painters Class 1 (see notes)	6/1/2019		$33.15	$20.06	$53.21
Painters Class 1 (see notes)	6/1/2020		$33.55	$20.99	$54.54
Painters Class 1 (see notes)	6/1/2021		$34.00	$21.89	$55.89
Painters Class 1 (see notes)	6/1/2022		$34.45	$22.82	$57.27
Painters Class 2 (see notes)	6/1/2016		$31.58	$17.58	$49.16
Painters Class 2 (see notes)	6/1/2017		$34.08	$18.43	$52.51
Painters Class 2 (see notes)	6/1/2017		$33.95	$18.66	$52.61
Painters Class 2 (see notes)	6/1/2018		$34.60	$19.36	$53.96
Painters Class 2 (see notes)	6/1/2019		$35.25	$20.06	$55.31
Painters Class 3 (see notes)	6/1/2016		$33.68	$17.58	$51.26
Painters Class 3 (see notes)	6/1/2017		$27.58	$18.48	$46.06
Painters Class 3 (see notes)	6/1/2017		$33.95	$18.66	$52.61
Painters Class 3 (see notes)	6/1/2018		$34.60	$19.36	$53.96
Painters Class 3 (see notes)	6/1/2019		$35.25	$20.06	$55.31
Painters Class 3 (see notes)	6/1/2020		$35.72	$20.99	$56.71
Painters Class 3 (see notes)	6/1/2021		$36.25	$21.89	$58.14
Painters Class 3 (see notes)	6/1/2022		$36.77	$22.82	$59.59
Painters Class 4 (see notes)	6/1/2016		$26.95	$17.58	$44.53

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Project: 20-07275 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 4 (see notes)	6/1/2017		$27.27	$18.43	$45.70
Painters Class 4 (see notes)	6/1/2017		$27.16	$18.66	$45.82
Painters Class 4 (see notes)	6/1/2018		$27.68	$19.36	$47.04
Painters Class 4 (see notes)	6/1/2019		$28.20	$20.06	$48.26
Painters Class 5 (see notes)	6/1/2016		$21.90	$17.58	$39.48
Painters Class 5 (see notes)	6/1/2017		$22.16	$18.43	$40.59
Painters Class 5 (see notes)	6/1/2017		$22.07	$18.66	$40.73
Painters Class 5 (see notes)	6/1/2018		$22.49	$19.36	$41.85
Painters Class 5 (see notes)	6/1/2019		$22.91	$20.06	$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		$49.13	$17.95	$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		$50.33	$18.55	$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		$51.45	$19.30	$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		$53.10	$19.70	$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		$54.75	$20.10	$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		$56.40	$20.50	$76.90
Piledrivers	1/1/2017		$32.75	$17.95	$50.70
Piledrivers	1/1/2018		$33.55	$18.55	$52.10
Piledrivers	1/1/2019		$34.30	$19.30	$53.60
Piledrivers	1/1/2020		$35.40	$19.70	$55.10
Piledrivers	1/1/2021		$36.54	$20.06	$56.60
Piledrivers	1/1/2022		$37.63	$20.47	$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		$40.98	$32.53	$73.51
Truckdriver class 1(see notes)	1/1/2017		$28.10	$17.42	$45.52
Truckdriver class 1(see notes)	1/1/2018		$28.52	$18.40	$46.92
Truckdriver class 1(see notes)	1/1/2019		$28.99	$19.43	$48.42
Truckdriver class 1(see notes)	1/1/2020		$29.93	$20.21	$50.14
Truckdriver class 1(see notes)	1/1/2021		$30.68	$20.96	$51.64
Truckdriver class 1(see notes)	1/1/2022		$31.43	$21.71	$53.14
Truckdriver class 2 (see notes)	1/1/2017		$28.24	$17.50	$45.74
Truckdriver class 2 (see notes)	1/1/2018		$28.66	$18.48	$47.14
Truckdriver class 2 (see notes)	1/1/2019		$29.13	$19.51	$48.64
Truckdriver class 2 (see notes)	1/1/2020		$30.39	$20.52	$50.91
Truckdriver class 2 (see notes)	1/1/2021		$31.14	$21.27	$52.41
Truckdriver class 2 (see notes)	1/1/2022		$31.89	$22.02	$53.91
Truckdriver class 3 (see notes)	1/1/2017		$28.71	$17.80	$46.51
Truckdriver class 3 (see notes)	1/1/2018		$29.13	$18.78	$47.91
Truckdriver class 3 (see notes)	1/1/2019		$29.59	$19.82	$49.41

Engineers Planners Surveyors Landscape Architects Environmental Scientists

MASER CONSULTING

Geotechnical Exploration

Fayette County Prison
254 McClellandtown Road
City of Uniontown
Fayette County, Pennsylvania

August 26, 2020

Prepared For

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August 26, 2020

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Re: Geotechnical Exploration
Fayette County Prison
254 McClellandtown Road
Uniontown, Pennsylvania
MC Project No. 19004289A

Dear Ms. Glarrow:

Maser Consulting is pleased to present this report regarding the geotechnical exploration performed in connection with the design and construction of the proposed Fayette County Prison, located at 254 McClellandtown Road, in the City of Uniontown, Pennsylvania.

The proposed redevelopment of the former Army Reserves Training Facility Site includes the construction of a new 54,338 SF county prison along with typical appurtenant site improvements.

We appreciate this opportunity to be of service to L.R. Kimball. We look forward to assisting you during the further development of this site. If you have any questions or comments, or if we may be of further service, please contact us at 610-868-4201.

Very truly yours,
MASER CONSULTING

Ryan T. Walters, P.E.
Project Manager

Philip E. Gauffreau, P.E.
Discipline Leader, Geotechnical Services

RTW/PEG/baw

cc: R. Roseberry, PE - Maser Consulting

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REPORT OF
GEOTECHNICAL EXPLORATION

New County Prison for Fayette County
254 McClellandtown Road
City of Uniontown, Fayette County, Pennsylvania
Maser Consulting Project No. 19004289A

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1.0 INTRODUCTION

We are pleased to present this report regarding the geotechnical exploration performed for the proposed development for the new prison for Fayette County located at 254 McClellandtown Road in the City of Uniontown, Fayette County, Pennsylvania. This exploration was conducted in accordance with our proposal 19004289P and your subsequent written authorization. The purpose of this exploration is to provide geotechnical-related design and construction recommendations for the proposed development and surrounding improvements.

Our scope of services for this geotechnical exploration included providing guidance to L.R. Kimball to complete eight test borings and laboratory testing of representative soil samples, as well as the engineering analyses of the subsurface data obtained from this field exploration, and the preparation of this report.

2.0 SITE DESCRIPTION

The location of the proposed county prison is on the property of a former army reserve training facility, which is located north of McClellandtown Road as shown on the attached Site Map, Figure 1. The overall site is a triangular lot bordered by McClellandtown Road (Route 21) to the south; wooded area, Routes 119 & 40 to the north and west; and a wooded area, developed residential lots, and a cemetery to the east.

The former army reserve training facility property consists of approximately 8 acres of land and contains structures (administration office building, drill hall, detached vehicle maintenance garage, two storage sheds), as well as asphalt and concrete pavements. The site topography slopes downward from the southwest to northeast, from elevation 1137 to 1075, respectively. The site is bisected by a 10 to 20-foot high embankment as depicted on the attached Exploration Location Plan, Figure 2. Utility mark-outs, including stormwater, electric, water, sanitary, and overhead wires were observed throughout the site. Other un-marked below-grade utilities may exist at the site.

3.0 PROPOSED DEVELOPMENT

The proposed development includes the demolition of the existing structures/facilities and the construction of a new 54,338 square-foot, three to four-story prison. The new prison will maintain a finish floor elevation (FFE) of 1,100 feet throughout the eastern half of the structure, stepping up to an FFE of 1,104 within the western, below-grade half of the structure. Minor cuts are anticipated within the northeastern building corner to achieve the respective FFE elevation, while cuts on the order of 19 feet are anticipated within the southwestern building footprint. Column loads are generally anticipated to range from 100 kips to 400 kips, and perimeter footing loads are anticipated to range from 3 kips per foot to 9 kips per foot.

A future housing addition is proposed at the southeastern building corner. This area will be utilized as green space until the housing units are constructed.

Three site walls are proposed to achieve the proposed site grading. Two walls are proposed within the northwestern area of the site, including a cut/fill wall maintaining an exposed height on the order of 5

to 15 feet, and a fill wall maintaining an exposed height of 5 to 7 feet. A cut wall is proposed within the southern portion of the site, which will maintain an exposed height on the order of 5 to 20 feet. Otherwise cuts and fills will generally be less than 10 feet to achieve the proposed site grading.

Typical site improvements including asphalt pavements (drive lanes and parking lots), below grade utilities, and underground stormwater detention facilities are currently proposed.

4.0 FIELD EXPLORATION AND LABORATORY TESTING

Subsurface conditions for this geotechnical exploration were explored through the completion of five test borings (TB-1 through TB-5) within/near the proposed building footprint, and three shallow test borings (P-1 through P-3) within the proposed pavements, as shown on the Exploration Location Plan, Figure 2. Test boring locations were selected by Maser Consulting.

Test borings were drilled by L.R. Kimball of Ebensburg, Pennsylvania from June 10 to June 12, 2020 using a truck-mounted drill rig. Ground surface elevations at each test location were estimated using the available plans.

The test borings were field located by and performed under the full-time technical supervision of L.R Kimball. Prior to drilling, the test borings were cleared of below grade utilities by L.R. Kimball using Ground Penetrating Radar (GPR) methods. Upon completion, the test borings were backfilled with the excavated materials. The test borings were logged by L.R. Kimball in accordance with the Unified Soil Classification System (USCS), and the logs are presented in Appendix A with descriptions of the soil and rock strata encountered.

The laboratory investigation was programmed by Maser Consulting to study the physical properties of the subsoils, as well as to augment the field exploration. The stratigraphic continuity and physical characteristics of the subsoils were analyzed by L.R. Kimball in their laboratory for water content and Atterberg limits, as well as grain size distribution by mechanical sieve methods. Additionally, soil and rock samples were analyzed by Miltech Analytical Services, Inc. for percent pyritic sulfur content to evaluate their potential for sulfide induced heave. The laboratory test results are presented in Appendix B.

5.0 SUBSURFACE CONDITIONS

5.1 Regional Geology

The site for the proposed improvements is located in the Pittsburgh Low Plateau Section of the Appalachian Plateaus Physiographic Province. Locally, the site is underlain by the Waynesburg Formation, consisting of cyclic sequences of sandstone, shale, limestone, and coal. However, the Monongahela Group is also mapped near the northern site boundary. The Monongahela Group consists of cyclic sequences of limestone, shale, sandstone, and coal. Commercial coal seams are present in the Waynesburg Formation and the Monongahela Group.

Mineral Resources Report 91, Part 1, by Shaulis, 1985 indicates the underlying Pittsburgh coal seam (generally about 5 to 6 feet thick) was formerly mined beneath the site. Refer to the Historic Mining – Pittsburgh Coal, Figure 3, for a depiction of the extent of the known historic mining.

Based on the mapped Coal Crop Lines and Contours depicted on Figure 4, the elevation of the base of the Pittsburgh coal seam in the area of the site is estimated to be on the order of 700 feet above sea level. Therefore, on the order of 400 feet of overburden (soil and rock) is anticipated to exist between the finish floor elevation and the underlying Pittsburgh coal seam.

A shallow weathered profile (decomposed/weathered rock, fractured rock) of the Waynesburg Formation was generally encountered throughout the site at depths on the order of 1 to 2 feet below grade.

5.2 Surface Materials (Asphalt & Concrete Pavements, Topsoil)

Asphalt pavements were encountered at TB-1, TB-4, P-1, P-2, and P-3. Asphalt was measured to be about 3 to 6 inches thick. The underlying aggregate base ranged from 3 to 9 inches thick, averaging about 6 inches thick. The aggregate base generally consisted of a dense graded aggregate.

Concrete was encountered at TB-3 with steel mesh, measuring about 9 inches thick. The underlying aggregate base was 9 inches thick and consisted of a dense graded aggregate.

Topsoil was encountered at TB-2 and TB-5, measuring about 4 inches and 1 inch thick, respectively.

5.3 Fill Material

Fill materials were encountered beneath the surface materials within four test borings (TB-4, TB-5, P-1, and P-2), extending to depths ranging from about 1 to 6 feet below grade. Thicker fill materials should be anticipated within the southwestern (P-1) and northeastern (TB-5) portions of the site. Fill materials generally consist of a stiff to very stiff mixture of moist brown to orange brown clay with varying amounts of gravel, sand, and trace amounts of coal fragments (USCS designation of CL). A thin seam of Red dog was encountered within TB-4 from 1.1 to 1.3 feet. **Buried topsoil was encountered at the base of the fill material within TB-5 from 5.9 to 6.6 feet.**

Standard Penetration Test (SPT) values for this material typically range from 8 blows per foot (bpf) to 17 bpf.

5.4 Stratum A - Residual Soil

Stratum A was encountered beneath the surface or existing fill materials within TB-4 and TB-5, extending to a depth of 2.6 feet and 15.5 feet, respectively. Residual soil represents the most complete weathering of the parent bedrock, as little of the relic rock structure remains. Generally, Stratum A consists of a stiff to very stiff moist mixture of clay and silt, with varying amounts of sand. Coarser residual soils (sand and clay, fine sand) were also encountered at depth within TB-5.

SPT values for this material typically range from 13 bpf to 34 bpf.

5.5 Stratum B – Decomposed/Weathered Rock

Stratum B was typically encountered below the surface materials, existing fill, or Stratum A within most test borings at typical depths ranging from about 0.5 feet to 2.5 feet below grade, extending to auger refusal at depths ranging from 9 to 25 feet below grade. However, Stratum B was encountered deeper within TB-5 and P-1 where thicker existing fill materials and Stratum A deposits exist.

Decomposed/weathered rock consists of saprolitic, compact to very compact materials (soil and rock, or weathered rock) that retains varying degrees of the relic rock structure, but can typically be augured through / excavated with some difficulty. The more competent weathered rock zones typically resulted in split spoon refusal (i.e. 50 blows over several inches). Generally, Stratum B consists of a more fine-grained hard clay and silt with varying amounts of gravel and sand; or a more granular very compact mixture of gravel and clay with varying amounts of sand and silt. Rock fragments generally increase with depth.

SPT values for this material generally range from 40 bpf to split spoon refusal at 50 blows per several inches. More competent weathered rock materials were encountered within P-1 through P-3, resulting in consistent split spoon refusal.

5.6 Auger Refusal

Due to the gradual weathering process of siltstone and sandstone, the transition between weathered rock and fractured/intact rock is sometimes difficult to interpret during both drilling and construction. Typically, indicative of auger refusal, fractured rock was encountered at depths ranging from 9.2 to 25.6 below grade. Based on the existing topography and the auger refusal depths, the bedrock surfaces appear to be dipping from the southwest to the northeast, from elevations 1108 to 1074, respectively. Auger refusal depths are summarized on the attached Exploration Plan, Figure 2.

To assess the quality of the bedrock, rock cores were obtained from TB-1 and TB-4. The core samples obtained from these borings were logged for the rock Recovery Ratio (RR) and the Rock Quality Designation (RQD). The rock core data is summarized in Table 1.

Table 1 ROCK CORE SUMMARY Fayette County Prison City of Uniontown, PA					
Test Boring	Run #	Depth (ft.) *Length (in)*	Recovery Ratio (%)	RQD (%)	Description
TB-1	1	*14.7-16.7* *24*	55	0	Fractured, Damp, Saprolitic (**underclay**), Homogenous, Hard, Uniformly Graded, Light Grey
	2	*16.7-18.8* *25.2*	100	0	SILTSTONE, Fractured, Medium Hard, Fresh, Thin to Narrow Bedding, Flat Dip, Bedding Joints, Close To Moderate Discontinuity, Grey
	3	18.8-20.8 *24*	100	80	SANDSTONE, Intact, Interbedded Siltstone, Fine Grained, Cross-Bedded, Medium Hared, Fresh, Laminated to Thin Bedding, Flat Dip, Bedding Joints, Moderate to Medium Discontinuity Spacings, Tight Joints, Light Grey
	4	20.8-23.8 *36*	100	87	SANDSTONE, Intact, Interbedded Siltstone, Fine Grained, Cross-Bedded, Medium Hard, Fresh, Laminated to Thin Bedding, Flat Dip, Bedding Joints, Moderate to Medium Discontinuity Spacings, Tight Joints, Light Grey
	5	23.8-28.8 *60*	98	74	SANDSTONE, Intact, Interbedded Siltstone, Cross-Bedded, Fine Grained, Medium Hard, Fresh, Laminated to Thin Bedding, Flat Dip, Bedding Joints, Moderate to Medium Discontinuity Spacings, Tight Joints, Light Grey, Grey, Dark Grey, Black
	6	28.8-31.2 *28.8*	100	67	SILTSTONE, Intact, Medium Hard, Fresh, Thin Bedding, Flat Dip, Cross-Bedded, Bedding Joints, Moderate to Medium Discontinuity Spacings, Tight Joints, Pyritic, Black, Dark Grey
TB-4	1	9.3-11.3 *24*	90	0	SANDSTONE & INTERBEDDED SILTSTONE, Fractured, Fine Grained, Soft to Medium Hard, Slightly Weathered to Fresh, Laminated to Thin Bedding, Cross-Bedded, Flat Dipped, Bedding Joints With Random Fractures, Narrow to Moderate Discontinuity Spacings, Tight Joints, Light Grey
	2	11.3-13.9 *31*	100	23	SANDSTONE & INTERBEDDED SILTSTONE, Fractured, Fine Grained, Soft to Medium Hard, Slightly Weathered to Fresh, Laminated to Thin Bedding, Cross-Bedded, Flat Dipped, Bedding Joints With Random Fractures, Narrow to Moderate Discontinuity Spacings, Tight Joints, Light Grey
	3	13.9-18.9 *60*	54	54	SILTSTONE, Intact, Medium Hard, Thin Bedding, Flat Dip, Bedding Joints, Close to Moderate Discontinuity, Spacings, Tight Joints, Medium Grey
Note: Rock core descriptions provided by L.R. Kimball.					

5.7 Groundwater

Groundwater was not encountered during the field exploration. However, water introduced during the rock coring process was observed within the completed test borings at completion and over 24

hours later, indicating the weathered rock materials / fractured rock are poorly drained or may contain water bearing fractures. It should be noted that water levels rose within TB-4 to 2 feet of the ground surface.

5.8 Pyritic Sulfur

Select soil and rock samples were analyzed by Miltech Analytical Services, Inc. for percent pyritic sulfur content. Test results are included within Appendix B and are summarized in Table 2 below:

Table 2
PERCENT PYRITIC SULFUR CONTENT
Fayette County Prison
City of Uniontown, PA

Sample ID	TB-1	TB-2	TB-3	TB-4	TB-5	P-1	P-2	P-3
S-1	-	-	-	-	0.04	0.02	0.03	0.15
S-2	-	-	0.03	-	0.03	-	-	-
S-3	0.32	0.04	0.02	0.06	0.03	0.01	0.07	0.21
S-4	0.08	0.02	0.07	0.04		0.05	0.07	-
S-5	0.11	0.01	-	-	0.13			0.04
S-6	0.08	0.08	0.03	-				
S-7	-		0.03		0.04			
S-8	-				0.14			
R-1	0.66			0.15				
R-2	-			-				
R-3	0.05			0.13				
R-4	<0.01							
R-5	<0.01							
R-6	1.30							

Note:
1) 0.10 percent pyritic sulfur is considered the standard threshold for potential sulfide induced heave.

Intermittent Strata A and B soil samples and fractured rock samples yielded percent pyritic sulfur contents exceeding 0.10 percent, which is the standard threshold at which sulfide induced heave may occur. Particularly high percent pyritic sulfur contents were noted within rock core R-1 (underclay) and R-6 (pyritic siltstone) obtained from TB-1. Refer to Section 6.1 for related design considerations and Section 7.2 for related site mitigation recommendations.

6.0 DEVELOPMENT CONSIDERATIONS

Based on our geotechnical evaluation, we have identified the following issues to be addressed during the design and construction of the proposed development:

6.1 Potential Sulfide Induced Heave

Intermittent soil and rock samples obtained from TB-1, TB-4, TB-5, and P-3 exceeded the standard threshold (0.10 percent pyritic sulfur) for which sulfide induced heave may occur. When these materials become exposed to oxygen and water and precipitate gypsum over a period of time, they have the potential to heave surficial improvements (i.e. building foundations, floor slabs, etc.). The severity of the potential heave is dependent on many factors such as the percent pyritic sulfur, layer thickness, bedding, ability to oxidize, overburden/surcharge stress, etc.

Based on the locations and depth of the exceedances, the proposed structure's FFE and foundation bearing elevations, as well as our discussions with the design team; we believe potential mitigation techniques/remedial activities can be performed on a case by case basis rather than a more global treatment throughout the building footprint. Supplemental pyritic sulfur testing to be performed during the construction stage will refine the targeted area extents, remedial activities, and excavated materials' suitability as load-bearing fill.

Refer to Section 7.2 for site specific recommendations to mitigate potential sulfide induced heave.

6.2 Rock Excavation

Decomposed/weathered rock excavation should be anticipated throughout the site (except for the northeast corner) where excavations extend below 1 to 2 feet below grade. We anticipate decomposed rock can generally be excavated with some difficulty using larger series excavators, particularly within larger open excavations. However, more competent zones of weathered rock (resulting in consistent split spoon refusal similar that encountered in P-1, P-2, P-3) will likely require hydraulic rams to remove, particularly within narrow trench excavations. Due to the potential for expansive materials to be encountered, blasting should be discouraged.

7.0 SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS

Conclusions and recommendations pertaining to the design and construction of the proposed development are summarized in the following paragraphs.

7.1 Site Preparation

The purpose of these site preparation procedures is to provide stable and uniform bearing conditions for the proposed building addition foundations, slabs-on-grade, and pavements. The following procedures should be performed under the technical supervision of the Geotechnical Engineer.

The existing fill, Stratum A, and fine-grained Stratum B materials at the site are moisture sensitive. Additionally, decomposed rock fragments are prone to slaking (i.e. will break down/degrade when exposed to water). Therefore, to the extent possible, site preparation with these materials should be scheduled during the dry summer months and should be considered an on-going process to maintain stable, compact, dry, and suitable bearing conditions throughout this construction project. The Contractor should be prepared to continuously maintain subgrade soil conditions at this site to lessen the potential for the formation of ponding water and the necessity to perform soil removal and replacement (i.e. undercutting) or reworking to achieve stable conditions.

- Install soil erosion and sedimentation control devices, as well as temporary stormwater management facilities, as specified by Site/Civil Engineer.

- Maintain positive drainage conditions throughout construction, avoiding unnecessary ponding of stormwater in excavations or low areas of the site. Seal-roll exposed soil or subgrade surfaces prior to rain or snow events, and promptly remove any standing water immediately afterwards.

- Any existing underground or above-ground utility locations should be verified in the field and relocated or abandoned as necessary, prior to construction. If the option to abandon utilities in-place is chosen, we recommend that a lean cement grout (1,000 psi) be used to fill the utility lines.

- Topsoil and vegetation shall be stripped, removed, and disposed of off-site at an appropriate facility.

- Demolish the existing features as necessary in accordance with the demolition plan. We recommend any remaining building elements such as existing foundations, pavement, slabs, etc. be removed in their entirety and backfilled with load-bearing fill.

    - If feasible, implement a recycling program consisting of the processing of inert building materials (concrete, block, brick, stone, etc.) to a gradation similar to a PennDOT 2A stone, if intended for reuse as load-bearing fill (refer to Section 7.3 for requirements). Alternatively, remove demolition debris from the site in accordance with local and state regulations.

- Excavate the existing subsurface soil and rock materials as necessary to achieve the proposed subgrade elevations and to permit foundation construction. Where encountered, the fill material and Stratum A (residual soil) may be excavated with conventional equipment (excavators, dozers, etc.). Stratum B (decomposed/weathered rock) will require more effort to excavate and will likely preclude the use of smaller equipment (i.e. mini excavators and backhoes). More coarse-grained Stratum B deposits that consistently result in split spoon refusal (50 blows over several inches as encountered at P-1, P-2, and P-3) and fractured rock will generally require hydraulic rams to remove. Fractured rock excavation should be anticipated nearby TB-1 and TB-2 to achieve the proposed FFE and bearing elevations. Blasting should be avoided to mitigate over-blast which may introduce water to underlying pyritic rock.

- Implement sulfide induced heave mitigation activities as outlined in Section 7.2.

- Excavations shall be performed in accordance with the recommendations presented in Section 7.8 of this report.

- Prior to load-bearing fill placement and/or floor slab/pavement construction (e.g. aggregate base course placement), compact the exposed subgrades by a minimum of three passes with a 10-ton smooth-drum roller. The vibratory or static modes shall be used, as appropriate, depending on the moisture content of the subgrade material, as determined by the resident Geotechnical Engineer. Afterwards, proof-roll the exposed subgrade with a fully loaded triaxle dump truck to delineate soft or yielding areas. Undercut remaining loose zones which cannot be stabilized in place via compaction or moisture conditioning and backfill with load-bearing fill as described below.

- Place and compact load-bearing fill as needed to achieve the final subgrade elevations.

7.2 Sulfide Induced Heave Mitigation

Site construction practices should be tailored to mitigate the effects of potentially expansive materials. We recommend the following techniques be employed at this site:

- Blasting: Blasting should be avoided where possible. If unavoidable, it should be staged so that the remaining rock is not compromised / fractured which would enable water to otherwise access potentially expansive rock materials.

- Excavated Materials: Excavated Strata A and B, and fractured rock materials should be further evaluated during construction by the Owner's Geotechnical Engineer for their expansive potential. Materials exceeding 0.10 percent pyritic sulfur should be excluded from re-use as load-bearing fill. **For preliminary estimating purposes, materials excavated from nearby TB-1, TB-4, and P-3 should be excluded from re-use as load-bearing fill.**

- Prison Structure Footprint, Plus 5-foot Perimeter: Where potentially expansive materials are encountered within 3 feet of the foundation bearing surface or 5 feet below the floor slab subgrade, over-excavate expansive materials in their entirety, or to the minimum buffer dimensions outlined above. Over-excavations should extend laterally a minimum of 2 feet beyond the foundation limits. The exposed subgrades should be coated with two applications of bitumen at a rate of 0.2 to 0.5 gallons per square yard. The resulting over-excavation should be backfilled with imported, inert PennDOT 2A stone or recycled concrete meeting a similar gradation. **Refer to Figure 2 for areas of anticipated sulfide induced heave mitigation nearby TB-4 and TB-1 (sally port and where perimeter foundations will bear near elevation 1,097). Additionally, remove and replace any remaining underclay (percent pyritic sulfur of 0.66%) from TB-1 area. The extents of these areas shall be field verified/modified as a result of the supplemental pyritic sulfur content testing to be performed by the Owner's Geotechnical Engineer during construction.**

- Future Housing Unit Area, Plus 5-foot Perimeter: Where potentially expansive materials are encountered within 5 feet below the proposed subgrade, coat the exposed subgrade with two applications of bitumen at a rate of 0.2 to 0.5 gallons per square yard. **Refer to Figure 2 for areas of anticipated sulfide induced heave mitigation (TB-4). The extents of these areas shall be field verified/modified as a result of the supplemental pyritic sulfur content testing to be performed by the Owner's Geotechnical Engineer during construction.**

- Stormwater Management: Stormwater management during construction will be a critical component of managing the risk of potential sulfide induced heave. Therefore, Contractors should be diligent about maintaining drained conditions throughout construction. In addition to performing the activities described in Section 7.1, temporary and permanent impervious surfaces should be established as soon as practical.

  All underground utilities transporting fluids should be installed with water-tight gasketed joints, as well as the longest practical pipe section lengths to reduce the number of joints.

  Roof drains, downspouts, and area drains should be piped away from the proposed buildings to limit the uncontrolled infiltration of water to the underlying soils. Grades around the proposed structures should be designed to drain stormwater away as quickly as possible.

  Underground utilities should be bedded on and encased with dense-graded aggregate (not open-graded aggregate) to reduce the potential for leaking water to accumulate in the trenches. The use of PennDOT 2A crushed stone or recycled concrete is recommended for this purpose.

  Earthwork should be sequenced to limit the ponding of surface water in uncontrolled locations. Ponding water should be removed from exposed subgrades as soon as possible.

- Concrete placement for foundations, as well as the backfill of utility lines, should be completed in the same day as the excavation. Excavations should not be left open when rainfall is expected. Alternatively, a mud-mat should be utilized to protect exposed foundation excavations if concrete placement will not occur on the same day.

7.3 Load-Bearing Fill

All fill/backfill proposed to support building and site features that would be adversely affected by settlement is considered load-bearing fill. Materials used as load-bearing fill should consist of non-expansive (percent pyritic sulfur <0.10), granular, inorganic, readily compactable materials, which are free of trash, organic inclusions, cinders, ash, frozen material, or excess moisture. Particles larger than 6 inches should be broken down or excluded from the fill.

For budgetary purposes, the existing fill and Stratum A materials should be excluded from re-use as load-bearing fill due to the materials' moisture sensitivity and in-situ moisture content. Stratum

B materials excavated from nearby TB-1, TB-4, and P-3 should be excluded from re-use as load-bearing fill unless the interbedded potentially expansive materials can be segregated from the inert materials. Stratum B materials excavated nearby TB-2, TB-3, P-1, and P-2 may generally be reused as load-bearing fill. These materials should be closely monitored by the Geotechnical Engineer or technician throughout construction (including supplemental percent pyritic sulfur testing) to determine their suitability as load-bearing fill.

Asphalt millings may be utilized as load-bearing fill outside the building footprint, plus a 5-foot perimeter zone, provided they are blended to conform to a dense-graded aggregate (DGA) similar to PennDOT 2A. In addition, asphalt millings should be restricted to less than 12 inches in total thickness throughout the fill profile, in such areas.

If additional materials are required at the site to establish the proposed grading, we recommend that imported fill consist of SM or coarser material, based on the Unified Soil Classification System (USCS). Additionally, the portion passing the #200 sieve should not exceed 30 percent and the plasticity index (PI) should not exceed 10.

The load-bearing fill, consisting of suitable on-site soils or off-site granular borrow material, or a mixture thereof, should be placed in essentially horizontal lifts with a maximum loose thickness of 12 inches. Compaction should be achieved using as large a vibratory compactor as practical. Table 3 provides compaction requirements for the site.

Table 3
COMPACTION RECOMMENDATIONS
Fayette County Prison
City of Uniontown, PA

Type of Support	Density Requirement (Coarse-Grained Soils)	Density Requirement (Fine-Grained Soils)
Beneath Building Foundations/Floor Slabs	95% of Modified Proctor (ASTM D 1557)	98% of Standard Proctor (ASTM D 698)
Behind Site Walls, Beneath Pavements	92% of Modified Proctor (ASTM D 1557)	95% of Standard Proctor (ASTM D 698)

7.4 Building Foundations

We believe that the proposed structure can be adequately supported using a conventional shallow foundation system, provided that the site preparation, sulfide induced heave mitigation, and load-bearing fill procedures outlined above are implemented.

To mitigate differential settlement throughout the building footprint, we recommend that the foundations be proportioned using a conservative allowable bearing capacity of 4,000 pounds per square foot (psf). All footing excavations should be evaluated by the Geotechnical Engineer to determine if the supporting capabilities of the bearing materials are compatible with the design criteria. All exposed soil-like bearing surfaces should be compacted with a jumping jack or

vibratory trench roller as directed by the resident Geotechnical Engineer. **Remaining existing fill, buried topsoil, and medium to stiff Stratum A materials should be removed and replaced with PennDOT 2A stone or recycled concrete meeting a similar gradation. Over-excavations of these materials should be anticipated within the northeastern building footprint (TB-5 area, refer to Figure 2).** Similarly, otherwise loose or unstable decomposed rock zones detected during foundation construction which cannot be improved in place should be undercut and replaced with imported PennDOT 2A stone or recycled concrete.

Where encountered, fractured rock should be over-excavated a minimum of 6 inches below the bearing elevation and backfilled with PennDOT 2A stone (in areas where sulfide induced heave mitigation is not required). At a minimum, we anticipate rock over-excavation will be required near TB-1 (southwest corner of proposed building) and TB-2 (northwest corner of proposed building). Recycled concrete aggregate meeting this gradation criterion is also a suitable alternative. This procedure is intended to alleviate possible hard points beneath the footings and to create more uniform and level bearing conditions.

The minimum width of all wall footings should be 24 inches, and the minimum horizontal dimension of all spread footings should be 36 inches, regardless of the bearing pressure developed. All exterior footings subject to frost action should be based at least 36 inches below the adjacent exterior grade. Interior footings should be based at least 24 inches below the finished floor elevation. In addition, we recommend that the proposed shallow foundations match the adjoining existing foundation bearing elevation and bear below a zone bounded by a plane that extends outward and upward on a 1:1 slope from any adjoining below grade level, underground utility excavation, or other underground features.

Following proper site preparation techniques, we believe that the foundations will be capable of supporting the proposed loads with the potential for total post construction settlement of less than 1 inch, and 0.5 inches of differential settlement between adjacent columns.

7.5 Seismic Site Class

In accordance with the 2018 International Building Code, this site may be designed assuming a Site Class “C”. This classification was determined by utilizing the Standard Penetration Test (SPT) blow count data through the upper 100 feet of the subsurface profile. SPT values of 100 bpf were used for bedrock, as permitted by the International Building Code.

7.6 Floor Slabs

Assuming the proposed subgrade is compacted and proof-rolled under the observation of the Geotechnical Engineer as described in the Site Preparation Section 7.1, and the Sulfide Induced Heave Mitigation techniques are implemented as described in Section 7.2, the floor slabs for the proposed structure may be supported on-grade in accordance with the following criteria. The subgrade should be compacted with a smooth-drum roller just prior to installation of the aggregate base to re-compact any materials disturbed by previous construction activities or adverse weather conditions. Any unstable zones detected that cannot be stabilized by additional compaction should be removed, and the excavated area backfilled with load-bearing fill. Additionally, hard points

(weathered/fractured rock) should be over-excavated a minimum of 6 inches below the subgrade elevation and backfilled with recycled concrete where necessary.

Immediately prior to slab construction, we recommend that a minimum 4-inch layer of PennDOT 2A crushed stone be placed and compacted over the prepared subgrade. For interior portions of the building to receive floor coatings such as carpeting, floor tile, or epoxy-based finishes, we also recommend that a 10-mil polyethylene vapor retarder also be placed over the aggregate base.

We anticipate that, following proper site preparation, the subgrade soils can achieve a Modulus of Subgrade Reaction on the order of 200 pounds per cubic inch (pci). A coefficient of sliding friction of 0.20 may be used for design of a floor slab with a polyethylene vapor retarder over soil. A coefficient of sliding friction of 0.40 may be used for design of a floor slab without a vapor retarder.

Reinforced concrete floor slabs should be simply supported at wall and column junctures to allow unrestricted rotation of the slab edges. Alternatively, the slabs should be free to undergo vertical deflections at the edges.

7.7 Site Walls / Below-Grade Walls

Site walls and below grade walls may be designed using the soil parameters outlined in Table 4. Note that these parameters are ultimate values that do not incorporate a factor of safety. Appropriate, industry-standard factors of safety (typically 1.5 for permanent load cases and 1.3 for transient load cases), should be applied to the overall design of the wall systems.

Table 4
LATERAL EARTH PRESSURE COEFFICIENTS
Fayette County Prison
City of Uniontown, PA

Subsurface Material	Total Unit Weight (pcf)	Internal Friction Angle	Wall Condition	Earth Pressure Coefficient
PennDOT 2A Stone / Recycled Concrete	135	36°	At Rest, K_o	0.41
			Active, K_a	0.26
			Passive, K_p	3.85
Misc. Load Bearing Fill; In-Situ Existing Fill; Stratum A; Fine-Grained Stratum B	120	28°	At Rest, K_o	0.53
			Active, K_a	0.36
			Passive, K_p	2.77
Coarse Grained Stratum B	130	34°	At Rest, K_o	0.44
			Active, K_a	0.28
			Passive, K_p	3.54

Walls that are braced or otherwise restricted from rotation (basement walls) should be designed for the at-rest earth pressure condition. Cantilevered retaining walls or walls that are tied back which are capable of rotation should be designed for the active earth pressure condition. Passive earth pressure is used to estimate the resisting force when a wall structure is being forced against the soil material.

Surcharge loading caused by additional surface loads on the retained soil should be added to the lateral pressure on the wall as a uniform stress equal to one-half the surcharge load. These loads may include vehicle or pedestrian traffic, temporary construction loads (stockpiles, material storage, equipment, etc.), floor slab or pavement loads, or other structures.

The earth pressure values assume that no hydrostatic pressure from groundwater and/or surface infiltration will be applied to the walls. Where infiltration of surface water may occur or the potential water bearing fractures may be encountered behind a retaining wall, an appropriate drainage system (chimney drains, collector drains, and daylight piping, etc.) shall be incorporated into the design.

7.7.1 Damproofing & Drainage Systems (Below-Grade Walls / Foundations)

We recommend damproofing of the exterior basement walls, as well as utilizing water-stops in all horizontal and vertical below-grade concrete joints. Additionally, drainage board and exterior perimeter foundation drains should be installed to mitigate the effects of any water-bearing fractures or stormwater infiltration surrounding the below-grade level.

Foundation drains should consist of perforated 4-inch HDPE pipe, encased in 4 inches of AASHTO No. 57 crushed stone, wrapped with a non-woven geotextile (Mirafi 140N or equal). The drains shall be installed at the proposed bearing elevation adjacent to the foundation, and drained in accordance with the local codes and regulations. If necessary, sump pits and corresponding pumps shall be sized to accommodate each contributing sub drain pipe flowing half full for 24 hours.

7.8 Excavation Safety / Support

Temporary excavation stability is a function of many factors including the presence and abundance of groundwater, the type and density of the various soil strata, rock bedding, the depth of excavation, surcharge loadings adjacent to the excavation, and the length of time and weather conditions while the excavation remains open. It is the responsibility of the Contractor to maintain safe excavations in conformance with all applicable federal, state, and local regulations such as OSHA. All excavations should conform to applicable sloping or shoring standards for worker access.

Portable trench boxes, sliding trench shields, or interlocking sheeting should be used where there is inadequate space to allow proper side slopes for trenches. In all cases, OSHA requirements must be followed, and adequate protection provided for workers.

Construction traffic and excavated material stockpiles should be kept away from excavations by a minimum horizontal distance equal to the full depth of the excavation, unless the resulting surcharge loads are accounted for in the design of the lateral bracing system.

7.9 Below-Grade Utilities

We offer the following additional recommendations specific to utility construction:

- Any excavated utility trenches located beneath the proposed finished floor or pavement subgrades should be backfilled with compacted load-bearing fill in accordance with the recommendations outlined in the Load-Bearing Fill Section 7.3 of this report.

- Prior to installation, the bearing surfaces for utility structures (manholes, vaults, etc.) should be evaluated by the Geotechnical Engineer or technician. If soft, loose, or otherwise unstable material is present, this material should be removed and replaced with load-bearing fill. The utility structures should receive a bedding of at least 6 inches of PennDOT 2A stone.

7.10 Mining Review / Subsidence

Based on our review of the Mineral Resources Report 89, Part 1, by Dodge, 1985, the underlying Pittsburgh coal seam was formerly mined beneath the site. (Refer to Regional Geology, Section 5.1 for a brief summary of our findings.) Further site-specific mine research regarding the extent of such mining activity is beyond our scope of services for this geotechnical exploration.

A recognizable risk of mine subsidence or mine water breakthrough is inherent with construction in this geologic area. Due to the depth of commercial coal seams, we believe there is a relatively low risk of mine subsidence or related issues. However, the conclusions and recommendations in this report assume acceptance by the Owner of a risk of exposure to mine subsidence during the life of the development. For this reason, we recommend that the Owner apply for Mine Subsidence insurance at this site.

Furthermore, we recommend the stormwater management risk mitigation provisions outlined in Section 7.2 be implemented to reduce the risk for future subsidence.

7.11 Pavements

The asphalt pavement sections described in Table 5 are proposed for areas with new full depth pavements. The recommended designs are based on our experience with similar facilities, utilizing a light-duty pavement section for areas where traffic is limited to passenger vehicles (no buses or trucks) and a heavy-duty section for the main drive aisles which may be subject to a combination of truck, bus, and automobile traffic. The light-duty and heavy-duty asphalt pavement sections are capable of servicing 186,900 equivalent single axle loads (ESALs) and 464,400 ESALs over a 20-year service life.

TABLE 5
RECOMMENDED MINIMUM PAVEMENT SECTION
Fayette County Prison
City of Uniontown, PA

LIGHT-DUTY ASPHALT PAVEMENT (Automobile Traffic Only)	
Asphalt Pavement Element	Thickness (inches)
9.5MM PG64-22 HMA Wearing Course	1.5
19MM PG64-22 HMA Base Course	3.0
PennDOT 2A Stone (1)	6.0
Improved Subgrade (2)	12.0
HEAVY-DUTY ASPHALT PAVEMENT (Automobile, Truck, and Bus Traffic)	
Asphalt Pavement Element	Thickness (inches)
9.5MM PG64-22 HMA Wearing Course	1.5
19MM PG64-22 HMA Base Course	4.0
PennDOT 2A Stone (1)	6.0
Improved Subgrade (2)	12.0

(1) Aggregate base course to be dense-graded aggregate conforming to PennDOT 2A stone, with less than 10 percent finer than the No. 200 sieve, and all fines to be non-plastic (PI=0). Aggregate base course to be compacted to a minimum of 92 percent of the maximum dry density, as determined by the Modified Proctor test, ASTM D 1557.

(2) Subgrade soil to be compacted to a minimum of 95 percent of the maximum dry density, as determined by the Standard Proctor test, ASTM D 698 and shall consist of load-bearing fill and/or existing materials capable of achieving a minimum CBR value of 5. The moisture content of the material should also be maintained within +/- 2 percent of the optimum moisture content.

The pavement soil subgrade should be compacted with a smooth-drum roller in the vibratory mode under the observation of the resident Geotechnical Engineer immediately prior to aggregate base placement to compact any materials disturbed by previous construction activities or adverse weather conditions. Any soft/unstable zones detected by this procedure should be removed and the excavated area backfilled with load-bearing fill as described in a previous section of this report. Alternatively, other stabilization methods (geogrids, geotextiles, lime stabilization, etc.) may be considered.

The pavement sections provided assume that drained conditions will be maintained. Components of a pavement base course drainage system should include appropriately pitched subgrade and pavement surfaces (minimum 1.0 percent slope), as well as inlet weep holes and stub-drains, as appropriate. Stub-drains should be protected with a geotextile fabric, wrapped around the coarse aggregate (AASHTO 57 Stone), in an effort to limit the migration of soil fines into the drains.

The pavement for loading/unloading zones (i.e. trash dumpster pick-up areas) will be subjected to heavy concentrated wheel or point loads. This frequently results in rutting of asphalt pavements and ultimately in failure. Therefore, we recommend an increased, reinforced concrete section be

utilized in such areas, consisting of 9 inches of 4,000 psi concrete, over 6 inches of aggregate base course. The final concrete pavement design (by others) should address the need for steel reinforcing and provide adequate joint spacing plans and details.

We recommend that the asphalt pavement sections shown in Table 5 be viewed as minimum guidelines. If anticipated traffic levels differ from those assumed, the pavement section should be reevaluated to the proposed service levels. Routine maintenance of the pavement should provide the specified 20-year life expectancy. The durability and longevity of the pavement sections are directly based on the quality of the Contractor's installation procedures. Subgrade preparation, aggregate base installation, asphalt compaction, and concrete placement should be monitored by the resident Geotechnical Engineer to verify adherence to the recommendations and specifications.

7.12 Construction Observation and Testing

Regardless of the thoroughness of a geotechnical engineering exploration, there is always a possibility that subsurface conditions between test locations may be different from those encountered, that conditions are not as anticipated by the designers, or that the construction process has altered the subsurface conditions. Therefore, geotechnical engineering construction observation should be performed under the supervision of a Geotechnical Engineer who is familiar with the intent of the recommendations presented in this report. Such observation services are recommended to evaluate whether the conditions anticipated in the design actually exist, or whether the recommendations presented in the report should be modified where necessary. Our firm can provide these services on your behalf. Therefore, we recommend that Maser Consulting be retained to perform quality assurance observation and testing services on a full-time basis during (at a minimum) earthwork operations and foundation construction.

8.0 LIMITATIONS

This report has been prepared in accordance with generally accepted geotechnical design practice for the exclusive use of Fayette County and their agents for specific application to this project. This report has not been prepared to serve as the plans and specifications for actual construction without the appropriate interpretation by the project Architect, Structural Engineer, and/or Civil Engineer. This report has been based on assumed conditions and characteristics of the proposed development where specific information was not available. The conclusions, projections, and recommendations presented in this report cannot be applied to other building configurations or loads.

We recommend that the Architect, Civil Engineer, and Structural Engineer, along with any other design professionals involved in this project, carefully review the assumptions noted in this report regarding the proposed development so that they are consistent with the actual planned development. When discrepancies exist, they should be brought to our attention to verify that they do not affect the conclusions and recommendations provided in the report. The project plans and specifications should be submitted to us for review so that the geotechnical-related conclusions and recommendations provided herein have been correctly interpreted and are incorporated into the design.

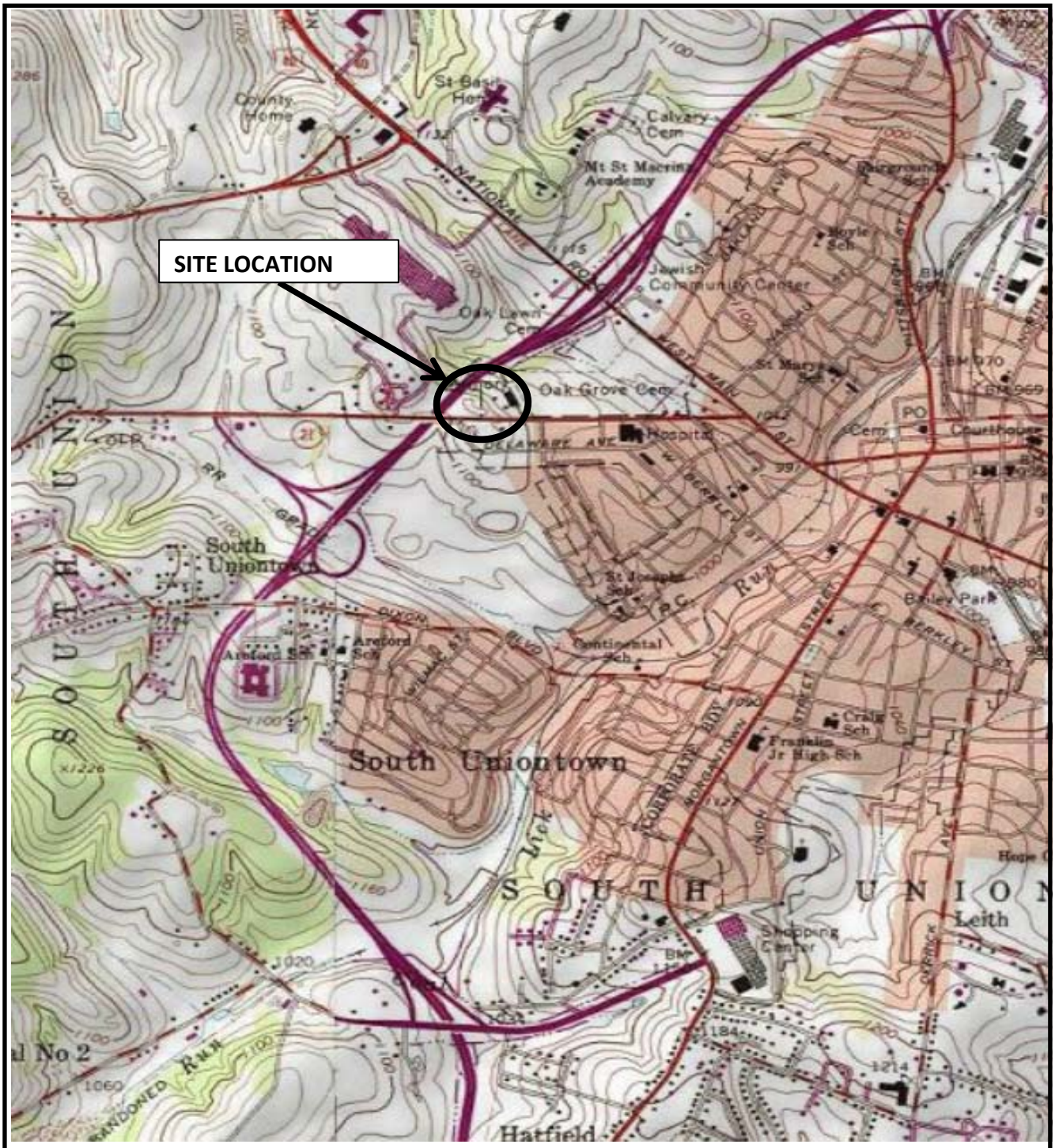
The conclusions and recommendations contained in this report are based upon the subsurface data obtained during this evaluation and on details stated in this report. The validity of the projections, conclusions, and recommendations contained in this report is necessarily limited by the scope of field exploration and by the number of explorations that were made. It is understood that the number of explorations made are consistent with good engineering practice but, given the nature of subsurface conditions, there is a probability that actual conditions encountered may differ from those projected in this report. Should conditions arise which differ from those described in this report, Maser Consulting should be notified immediately and provided with all information, when available, regarding subsurface conditions.

Our recommendations are based upon the assumption that the services of a qualified Geotechnical Engineer will be retained for the observation of excavation operations, proof-rolling, load-bearing fill placement, foundation installation, and all critical earthwork operations. Maser Consulting has the capability of providing these services, and can provide a proposal to perform the on-site quality assurance observation and materials testing.

The scope of this exploration was limited to the evaluation of the load-carrying capabilities and load stability of the soils and bedrock. Oil, hazardous waste, radioactivity, irritants, pollutants, radon or other dangerous substances and conditions were not the subject of this exploration.

FIGURE 1

SITE LOCATION MAP



NOTES:

1.) SITE MAP OBTAINED FROM PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES.

MASER CONSULTING

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New Jersey New York Pennsylvania Virginia
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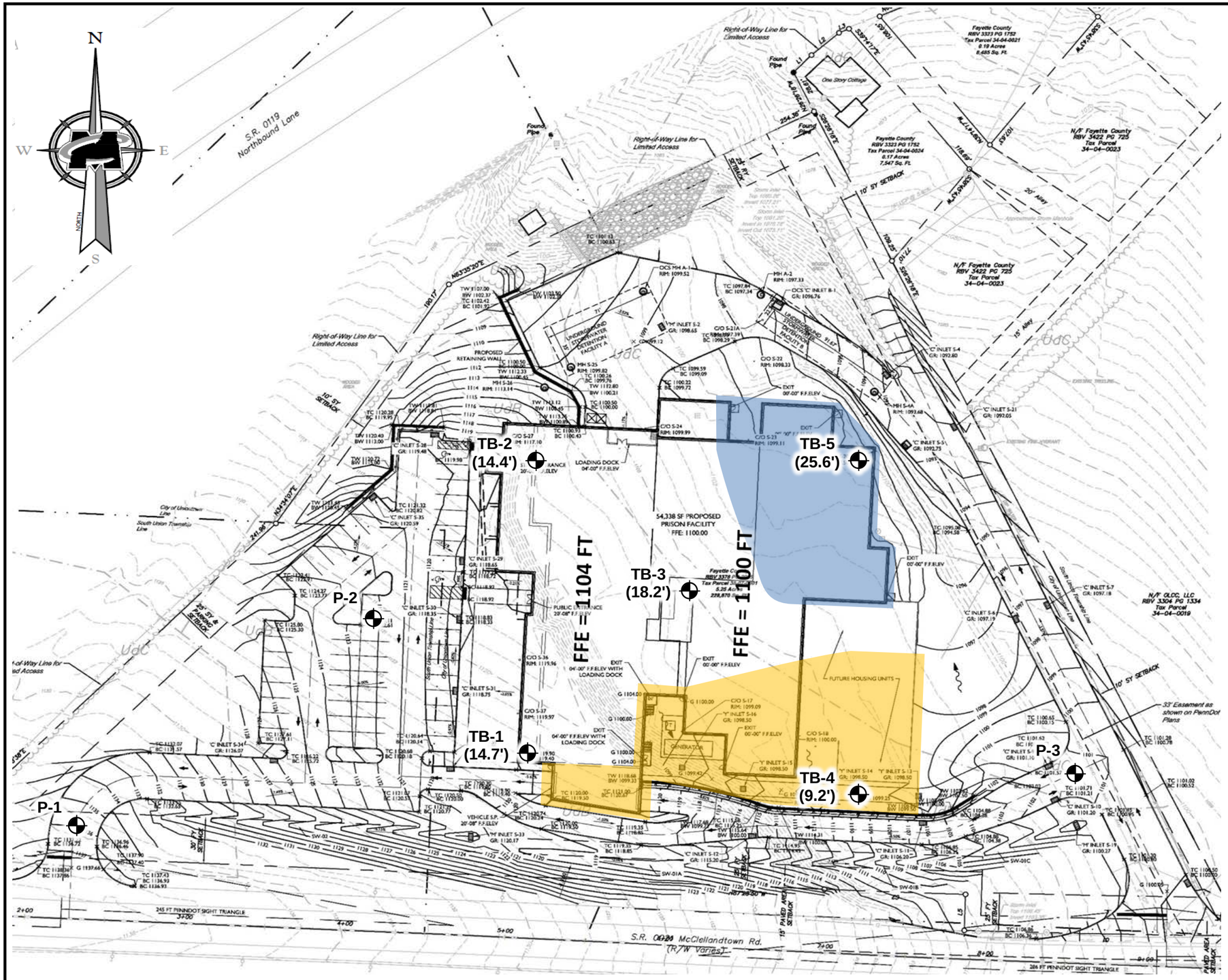
Title: SITE LOCATION MAP

Project:
FAYETTE COUNTY PRISON
254 McCLELLANDTOWN RD
UNIONTOWN
FAYETTE COUNTY, PENNSYLVANIA

Drawn By:	AAY	Checked By:	RTW	Project No.:	19004289A
Scale:	N.T.S.	Date:	7/8/2020	Figure No.:	1

FIGURE 2

EXPLORATION LOCATION PLAN



LEGEND:

- **TB-1 (14.7')** — TEST BORING LOCATION (APPROX.) (AUGER REFUSAL DEPTH, FT)
- **P-1** — PAVEMENT TEST BORING LOCATION (APPROX.)
- PROPOSED SULFIDE INDUCED HEAVE MITIGATION AREA (TO BE FIELD VERIFIED DURING CONSTRUCTION) REFER REPORT SECTION 7.2
- AREA OF EXISTING FILL, BURIED TOPSOIL, AND MEDIUM TO STIFF STRATUM A REMOVAL AND REPLACEMENT BENEATH FOUNDATIONS - FIELD VERIFY EXTENTS

NOTES:

1.) BASE PLAN OBTAINED FROM MASER CONSULTING'S GRADING & DRAINAGE PLAN, DATED MARCH 30, 2020.

2.) THIS DRAWING IS PART OF MASER'S GEOTECHNICAL REPORT (PROJECT NO. 19004289A) DATED AUGUST 2020 AND SHOULD ONLY BE USED IN CONJUNCTION WITH THE REPORT.

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TITLE: EXPLORATION LOCATION PLAN

PROJECT:

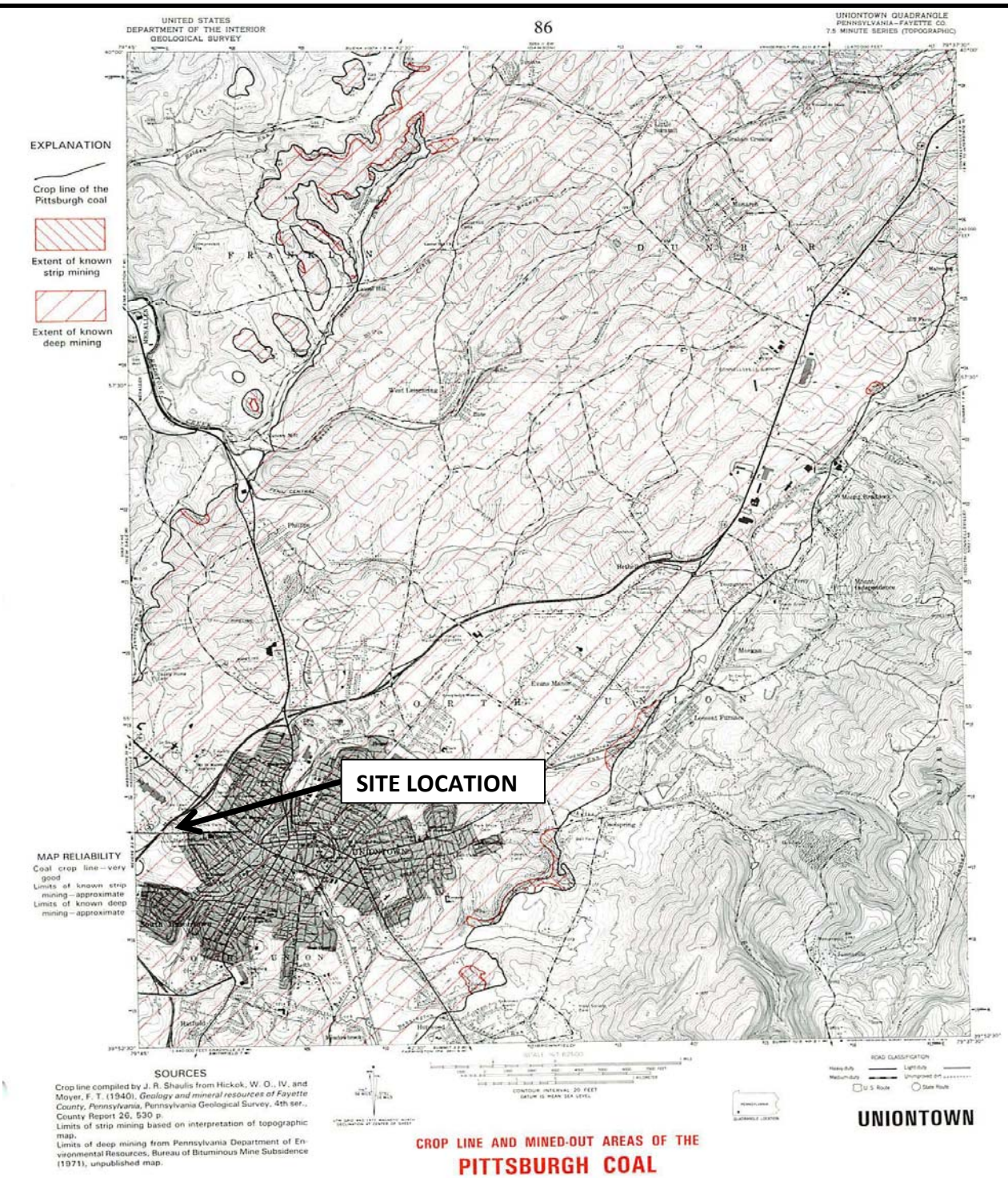
FAYETTE COUNTY PRISON

254 McCLELLANDTOWN RD
UNIONTOWN
FAYETTE COUNTY, PENNSYLVANIA

DRAWN BY:	CHECKED BY:	PROJECT NO.:
BPS	RTW	19004289A
SCALE:	DATE:	FIGURE NO.:
N.T.S.	7/8/2020	2

FIGURE 3

HISTORIC MINING - PITTSBURGH COAL



NOTES:

1.) UNIONTOWN QUADRANGLE, "CROP LINE AND MINED-OUT AREAS OF THE PITTSBURGH COAL" OBTAINED FROM MINERAL RESOURCES REPORT 91, PART 1, BY SHAULIS, 1985.

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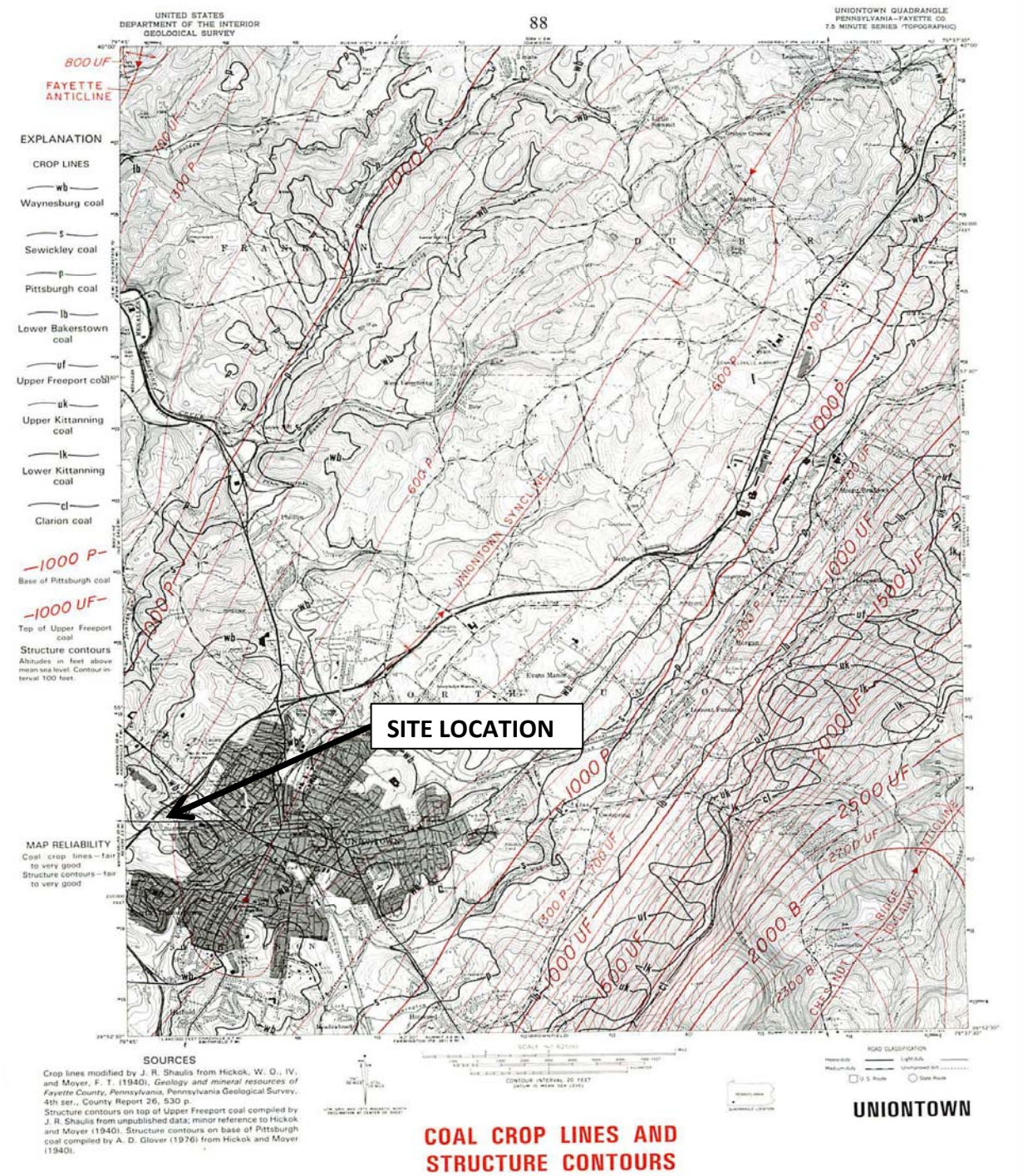
Title:
HISTORIC MINING - PITTSBURGH COAL

Project:
FAYETTE COUNTY PRISON
254 McCLELLANDTOWN RD
UNIONTOWN
FAYETTE COUNTY, PENNSYLVANIA

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Scale:	N.T.S.	Date:	7/8/20	Figure No.:	3

FIGURE 4

COAL CROP LINES AND CONTOURS



COAL CROP LINES AND STRUCTURE CONTOURS

NOTES:

1.) UNIONTOWN QUADRANGLE, "COAL CROP LINES AND STRUCTURE CONTOURS" OBTAINED FROM MINERAL RESOURCES REPORT 89, REPORT 91, PART 1, BY SHAULIS, 1985.

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Title: COAL CROP LINES & CONTOURS

Project:
FAYETTE COUNTY PRISON
254 McCLELLANDTOWN RD
UNIONTOWN
FAYETTE COUNTY, PENNSYLVANIA

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Scale:	N.T.S.	Date:	7/8/20	Figure No.:	4

APPENDIX A

TEST BORING LOGS

FIELD IDENTIFICATION OF SOILS

(a) Constituents and Fractions, (b) Modifiers, (c) Consistency/Density, (d) Moisture, (e) Structure, (f) Gradation, (g) Shape, (h) Plasticity, (i) Color Range, (j) Deposition, (k) AASHTO/USCS

(a) Constituent	Primary Descriptor	Grain Size
Coarse Grained	Boulder	> 12 In.
	Cobbles	<12 to > 3 in.
	Coarse Gravel	<3 to >1 in.
	Med. Gravel	<1 to > 3/8 in.
	Fine Gravel	<3/8 to #10
	Coarse Sand	<#10 to > #40
	Fine Sand	<#40 to >#200
Fine Grained	Silt	< #200
	Clay	<#200
Other Constituents	Peat	Topsoil
	Organics	Shell Frags.
	Slag	

Fractions (estimated particle %)	
Trace	< 10%
Little	>10% to <20%
Some	>20% to 35%
And	> 35%

(b) Modifiers		
Contains ash and cinders		Ash
Contains bitum. concrete frags.		Bcf
Contains brick frags.		Cbf
Contains concrete frags.		Ccf
Contains organics		Og
Contains rock frags.		Rfg
Contains slag		Slg
Micaceous		Mic

(c) Consistency/Density				
Coarse grained	"N"	Fine grained	"N"	PP (T/SF)
V. Loose	≤4	Very Soft	≤2	≤ 0.25
Loose	5 - 10	Soft	3 - 4	0.25 - 0.5
Medium Dense	11 - 30	Medium	5 - 8	0.5 - 1.0
Dense	31 - 50	Stiff	9 - 15	1.0 - 2.0
Very Dense	>50	Very Stiff	16 - 30	2.0 - 4.0
		Hard	≥31	> 4.0

(d) Moisture	
Dry	Absence of moisture, dust, dry to touch.
Damp	Slight moisture perceptible by touch.
Moist	Wet, but no visible free water.
Wet	Visible free water, usually below water table.

(e) Structure	
Blocky	Cohesive soils that can be broken down into small angular blocks that resist further breakdown.
Fisured	Breaks along definite planes of fracture with little resistance to fracturing.
Heterogeneous	Composed of dissimilar parts throughout.
Homogeneous	Similar color and texture throughout.
Laminated	Alternating very thin layers of varying material or colors with layers less than 1/4" thick.
Lensed	Small pockets of different soils, such as small lenses of sand scattered though a mass of clay.
Saprolitic	Completely weathered rock that retains the fabric and appearance of the original rock but with only a trace of the original bond strength.
Slickensided	Shear planes that appear straited, polished and/or glossy.
Stratified	Alternating thin layers of varying material or color with layers at least or greater than 1/4" thick.
Varved	Layered soil having a repetitive structure of contrasting color (often between fine sand and silt/clay) from annual seasonal deposition.

(f) Gradation	
Well Graded	Having a good distribution of particle sizes
Poorly Graded	Lacking good representation of particle sizes within the maximum to minimum particle size range of the material. Gradation not well distributed, not gap/uniformly graded.
Uniformly Graded	Particles are nearly all the same size (or fall within a tight range of sizes).
Gap Graded	Gradation is missing a band or range of particle sizes.

(g) Shape	
Angular	Irregular shape with crisp angular edges.
Sub Angular	Irregular shape with weathered/rounded angular edges.
Sub Rounded	Irregular shape with well rounded edges
Rounded	Generally smooth rounded shape.
Elongated	Length is more than three times particle width.
Flat	Thickness is less than thre times particle length and width.
Flat/Elongated	Criteria for both elongated and flat are met.

(h) Plasticity		
Non-Plastic	Ball cracks, no thread	Dries rapidly when rolling, a 1/8" thread cannont be rolled at any water content
Low Plastic Fines	1/4" to 1/8" thread	Feels powdery when drying. Thread can barely be rolled and it weak and soft.
Medium Plastic Fines	1/16" thread	Thread cannot be rerolled after reaching platic limit, thread is medium stiffness.
High Plastic Fines	1/32" thread	Thread can be rerolled after reaching platic limit, thread is very high stiffness.

(i) Color (Basic Color)
Black-Bk Blue-Bu Brown-Bn Gray-Ga Green-Gn Olive-Ol Orange-Or
Pink-Pk Purple-Pr Red-Rd Silver-Sv Tan-Tn White-Wh Yellow-Yl
Hue (Separated by Hyphen)
Blue-Bu Brown-Bn Gray-Ga Green-Gn Olive-Ol Orange-Or
Pink-Pk Purple-Pr Red-Rd Yellow-Yl
Color Modifiers
Light, Dark, Mottled, Banded

Prepared by: L.R. Kimball
From: PennDOT Publication 222
Geotechnical Investigation Manual
2014 Edition - gINT Initial (May 2014)

(over)

FIELD IDENTIFICATION OF ROCK

(a) Composition Modifier, (b) Rock type and Interbedded Rock, (c) Color, (d) Structure, (e) Texture and Modifier, (f) Hardness, (g) Weathereing, (h) Bedding Tickness and Dip, (i) Formation, (j) General Boring Remarks, (k) General Rock Descriptions, (l) Rock Discontinuities.

(a) Composition Modifier		
Argillaceous	Arg	Sedimentary rock with contains an appreciable amount of clay.
Calcareous	Cal	Contains calcite, rock in which grins are cenented with calcite.
Carbonaceous	Car	Rich in carbon or organic matter.
Dolomitic	Dol	Containing an appreciable amount of magnesium carbonate.
Ferruginous	Fer	Containing iron oxides.
Fossiliferous	Fos	Containing fossils, rocks in which fossils are abundant.
Micaceous	Mic	Silicate minerals with perfect basal cleavage, forms flakes/scales/sheets.
Pyritic	Pyr	Containing the mineral pyrite, may only be visible with a hand lens.

(c) Color (Basic Color)

Black-Bk Blue-Bu Brown-Bn Gray-Ga Green-Gn Olive-Ol Orange-Or Pink-Pk Purple-Pr Red-Rd

Silver-Sv Tan-Tn White-Wh Yellow-Yl

Hue (Separated by Hyphen)

Blue-Bu Brown-Bn Gray-Ga Green-Gn Olive-Ol Orange-Or Pink-Pk Purple-Pr Yellow-Yl

Color Modifiers

Light, Dark, Mottled, Banded

(b) Rock type and interbedded rock.			
Amphibolite	Am	Gneiss	Gn
Anorthosite (Gabbro)	An	Granite/Granodiorite	Gr
Anthracite (Coal)	Co-A	Hornfels	Hr
Argillite	Ar	Igneous Rock	
Bituminous Concrete	BC	Limestone	Lm
Basalt/Metabasalt	Ba	Marble	Mr
Bituminous Coal	Co-B	Masonry	MA
Breccia	Br	Metamorphic Rock	
Cement Concrete	CC	Orthoquartzite	Or
Chert	Ch	Pegmatite	Pg
Claystone	Cl	Phylite	Ph
Conglomerate	Cn	Quartzite	Qr
Diabase (Gabbro)	Di	Rhyolite/Metarhyolite	Rh
Dolomite	Do	Sandstone	Sa
Flint Clay	FlC	Schist	Sch
Gabbro	Ga	Sedimentary Rock	
Prepared by: L.R. Kimball		Serpentine	Sr
From: PennDOT Pub. 222		Shale	Sh
Geotechnical Investigation		Siltstone	Si
Manual		Slate	Sl
2014 Edition - gINT Initial		Unsamples	Uns
(May 2014)		Void	Vd

(d) Rock Structure					
Flow-Banding	Flb	Non-Foliated	Nfo	Slaty Cleavage	Scl
Foliated	Fol	Oolitic	Olt	Slickensided	Slk
Gneissic Foliation	Gnf	Schistose	Sct	Vesicular	Vsc
Graded Bedding	Grb	Shaley	Sha	Weakly Foliated	Wfo
Nodules	Nd				

Amygdaloidal	Amg		
Concretions	Ccr		
Cross-Bedded	Crb		
Fissile	Fsl		

(e) Rock Texture			
Aphanitic	Aph	Phaneritic	Pha
Coarse-Grained	Cgr	Phenocrystic	Phe
Cryptocrystalline	Crp	Pitted	Ptd
Crystalline	Crs	Porphyritic	Prt
Fine-Grained	Fgr	Porphyroblastic	Pbl
Glassy	Gls	Vitreous	Vit
Pegmatic	Peg	Vuggy	Vug

Rock Descriptor Modifiers			
Dull Luster	Dls	Metallic Veins	Mls
Evaporites	Evp	Mineral Veins	Mnv
Friable	Frb	Pearly Luster	Pls
Glassy Luster	Gls	Waxy Luster	Wls

(f) Rock Hardness	
Very Soft (Vs)	Scratched w/finger nail or wooden dowel
Soft (Sf)	Scratched w/copper pipe, not finger nail
Medium Hard (Mh)	Scratched by common nail
Hard (Hd)	Scratched w/hardened steel file
Very Hard (Vh)	Not scratched w/ hardened steel file

(g) Weathering	
Fresh (Fw)	No visible decomosition, discoloration, or oxidation.
Slight Weath(SW)	Slight decomposition/discoloration/oxidation impact <20% of rock.
Weathered (Ww)	Significant decomposition, discoloration, or oxidation impacting 20 to 40% of the rock mass. Weaker minerals decomposed. Apparent strength less than fresh parent rock.
Moderately Weathered (Mw)	Moderate decomposition, discoloration, or oxidation impacting 40 to 60% of the rock mass. Noticeable loss of strength relative to fresh parent rock.
Highly Weathered (Hw)	Major decomposition, discoloration, or oxidation impacting >60% or rock mass. Significantly weakened relative to its un-weathered stated. Less weathered components may be present in rock mass.

(h) Bedding Thickness			
Indistinct Bedding (Inb)	Bedding not clearly defined	Moderate Bedding (Mob)	Bedding 3 to 9 inches.
Laminated Bedding (Lmb)	Bedding < 1/4 inch.	Medium Bedding (Meb)	Bedding 9 to 24 inches.
Thin Bedding (Tnb)	Bedding 1/4" to 1 inch.	Thick Bedding (Tkb)	Bedding 2 to 6 feet.
Narrow Bedding (Nrb)	Bedding 1 to 3 inches.	Massive Bedding (Mab)	Bedding > 6 feet.

Engineer's Field Boring Log

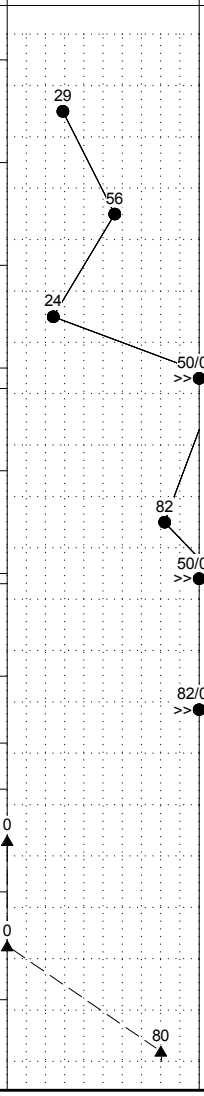
Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-11-20
Complete Date: 6-11-20
Weather: Mostly sunny 75°F
Logged by: J. Marhefka
Easting:

Log of Boring: TB-1
Elevation: 1123 +/-
Total Depth: 31.2 ft.
SHEET: 1 of 2

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	Remarks
0	Ground Surface					
	0.0'-0.5' ASPHALT Asphalt pavement					
	0.5'-0.9' GRAVEL SUBBASE (GW) Fine to coarse gravel and fine to coarse sand, medium dense, damp, homogenous, well graded, angular, non-plastic, light brown	S-1	SS	9-12-17-20	2.0	0.5'-2.5' S-1
	0.9'-6.3' SILT and SAND (SM) Fine gravel, fine to coarse sand, little clay, dense to very dense, damp, saprolitic (shale), poorly graded, flat and elongated, laminated bedding, medium plastic fines, gray-brown, residuum	S-2	SS	19-26-30-29	2.0	2.5'-4.5' S-2
5		S-3	SS	9-10-14-48	1.7	4.5'-6.5' S-3
	6.3'-12.3' GRAVEL (GC) Mostly fine to medium gravel, very dense, damp, saprolitic (sandy shale), homogenous, laminated bedding, uniformly graded, flat and elongated, non-plastic, light gray	S-4	SS	50/0.4	0.2	6.5'-6.9' S-4
		S-5	SS	13-32-50-41	2.0	8.5'-10.5' S-5
10		S-6	SS	50/0.2	0.2	10.5'-10.7' S-6
	12.3'-13.0' COAL Black, weathered, wet	S-7	SS	29-32-50/0.3	1.3	12.5'-13.8' S-7
	13.0'-13.2' SHALE Dark gray, highly weathered (soil-like), very soft, laminated bedding, flat dip, jointed, laminated discontinuity spacings, tight joints					
15	**13.2'-18.3' CLAY** Damp, saprolitic (underclay), homogenous, hard, uniformly graded, high plastic fines, light gray, residuum	R-1	RC		1.1	14.7'-16.7' R-1
		R-2	RC		2.1	16.7'-18.8' R-2
	18.3'-19.5' SILTSTONE Gray, medium hard, fresh, thin to narrow bedding, flat dip, bedding joints, close to moderate discontinuity	R-3	RC		2.0	18.8'-20.8' R-3
20						

▲ RQD % (25 50 75)
● "N" - Value (10 30 50 70 90)



BOREHOLE REPORT - PIEZOMETER WELL POINT.GDT - 7/12/20 16:28 - K:\EBG_PROJ\FAYU0001\CE\COMMON\DATALOGS\FAYETTE COUNTY PRISON.GPJ

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Water levels:
- **0-hr.:** 4.2 ft. **Date:** 6-11-20 **Time:** 04:30 pm
- **24-hr.:** 6.3 ft. **Date:** 6-12-20 **Time:** 10:30 am
- **Other 1:** **Date:** **Time:**
- **Other 2:** **Date:** **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes:

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-11-20
Complete Date: 6-11-20
Weather: Mostly sunny 75°F
Logged by: J. Marhefka
Easting:

Log of Boring: TB-1
Elevation: 1123 +/-
Total Depth: 31.2 ft.
SHEET: 2 of 2

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	RQD % / "N" - Value	Remarks
20	spacings, tight joints						
	19.5'-27.7' SANDSTONE With interbedded siltstone, light gray, fine grained, cross-bedded, medium hard, fresh, laminated to thin bedding, flat dip, bedding joints, moderate to medium discontinuity spacings, tight joints *(Continued)*	R-4	RC		3.0	87	20.8'-23.8' R-4
25		R-5	RC		4.9	74	23.8'-28.8' R-5
	27.7'-31.2' SILTSTONE Gray (black from 30.6' to 30.7', dark gray from 30.7' to 31.2'), medium hard, fresh, thin bedding, flat dip, cross-bedded, bedding joints, moderate to medium discontinuity spacings, tight joints, pyritic from 30.7' to 31.2'	R-6	RC		2.9	67	28.8'-31.2' R-6
30	Total Depth = 31.2 feet						Auto-hammer used for SPT.
35							
40							

RQD % scale: 25 50 75
"N" - Value scale: 10 30 50 70 90

BOREHOLE REPORT - PIEZOMETER WELL POINT.GDT - 7/12/20 16:28 - K:\EBG_PROJ\FAYU0001\CE\COMMON\DATALOGS\FAYETTE COUNTY PRISON.GPJ

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Water levels:
- **0-hr.:** 4.2 ft. **Date:** 6-11-20 **Time:** 04:30 pm
- **24-hr.:** 6.3 ft. **Date:** 6-12-20 **Time:** 10:30 am
- **Other 1:** **Date:** **Time:**
- **Other 2:** **Date:** **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes:

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-11-20
Complete Date: 6-11-20
Weather: Mostly cloudy 68°F
Logged by: J. Marhefka
Easting:

Log of Boring: TB-2
Elevation: 1108 +/-
Total Depth: 14.4 ft.
SHEET: 1 of 1

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	RQD % (25 50 75) / "N" - Value (10 30 50 70 90)	Remarks
0	Ground Surface						
	0.0'-0.3' TOPSOIL With organics **0.3'-14.4' CLAY (CL)** Some silt, little sand, very dense, damp (moist from 5.0' to 5.1'), saprolitic (shale), homogenous, poorly graded, flat and elongated, medium plastic fines, laminated bedding, gray brown, residuum	S-1	SS	3-6-11-16	1.9	17	0'-2' S-1
		S-2	SS	12-24-36-50/0.2	1.7	60/0.7 >>	2'-3.7' S-2 PP = 2.5 - 2.0 to 3.7
5		S-3	SS	21-34-24-50/0.4	1.9	58/0.9 >>	PP = 2.5 - 4.0 to 5.9 4'-5.9' S-3
		S-4	SS	28-50/0.4	0.9	50/0.4 >>	6'-6.9' S-4
		S-5	SS	24-31-50/0.4	1.4	81/0.9 >>	8'-9.4' S-5
10		S-6	SS	27-50/0.2	0.7	50/0.2 >>	10'-10.7' S-6
15	Total Depth = 14.4 feet						Auger refusal at 14.4 feet on shale bedrock Auto-hammer used for SPT
20							

BOREHOLE REPORT - PIEZOMETER WELL POINT.GDT - 7/12/20 16:29 - K:\EBG_PROJ\FAYU0001\CE\COMMON\DATA\LOGS\FAYETTE COUNTY PRISON.GPJ

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Water levels:
- **0-hr.:** Dry — **Date:** 6-11-20 **Time:** 01:15 pm
- **24-hr.:** Dry — **Date:** 6-12-20 **Time:** 10:00 am
- **Other 1:** — **Date:** **Time:**
- **Other 2:** — **Date:** **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes:

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-11-20
Complete Date: 6-11-20
Weather: Cloudy 68°F
Logged by: J. Marhefka
Easting:

Log of Boring: TB-3
Elevation: 1106 +/-
Total Depth: 18.2 ft.
SHEET: 1 of 1

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	▲ RQD % (25 50 75) / ● "N" - Value (10 30 50 70 90)	Remarks
	Ground Surface						
0	**0.0'-0.8' CONCRETE** Concrete pavement with heavy steel mesh						
	0.8'-1.5' GRAVEL SUBBASE (GW) Mostly fine to coarse gravel and fine to coarse sand, medium dense, damp, homogenous, well graded, angular, non-plastic, gray	S-1	SS	10-9-16-23	1.9	25	1'-3' S-1
	1.5'-11.0' CLAY (CL) Some silt, trace fine sand and fine gravel, hard, damp, saprolitic (shale), laminated bedding, uniformly graded, flat and elongated, medium to high plastic fines, gray-brown (orange-brown at 8.0'), residuum	S-2	SS	20-24-27-33	1.9	51	3'-5' S-2
5		S-3	SS	22-42-50/0.4	1.4	92/0.9 >>	5'-6.4' S-3
		S-4	SS	22-50-50/0.4	1.4	100/0.9 >>	7'-8.4' S-4
		S-5	SS	23-50/0.4	0.9	50/0.4 >>	9'-9.9' S-5
10	**11.0'-18.2' GRAVEL and CLAY (GC)** Some silt, trace fine sand, very dense, damp (moist from 11.7' to 11.8'), saprolitc (shale), laminated bedding, poorly graded, flat and elongated, low plastic fines, gray to brown, residuum	S-6	SS	33-38-50/0.4	1.4	88/0.9 >>	11'-12.4' S-6
15		S-7	SS	24-36-50/0.2	1.2	86/0.7 >>	15'-16.2' S-7
	Total Depth = 18.2 feet						Auger refusal at 18.2 feet on shale bedrock. Auto-hammer used for SPT.
20							

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Water levels:
- **0-hr.:** Dry — **Date:** 6-11-20 **Time:** 11:07 am
- **24-hr.:** Dry — **Date:** 6-12-20 **Time:** 10:05 am
- **Other 1:** — **Date:** **Time:**
- **Other 2:** — **Date:** **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes:

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-10-20
Complete Date: 6-10-20
Weather: Mostly cloudy 80°F
Logged by: J. Marhefka
Easting:

Log of Boring: TB-4
Elevation: 1105 +/-
Total Depth: 18.9 ft.
SHEET: 1 of 1

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	▲ RQD % (25 50 75) / ● "N" - Value (10 30 50 70 90)	Remarks
	Ground Surface						
0	**0.0'-0.3' ASPHALT** Asphalt pavement						
	0.3'-1.1' GRAVEL SUBBASE (GW) Mostly fine to coarse gravel and fine to coarse sand, medium dense, damp, homogenous, well graded, angular, non plastic, gray	S-1	SS	9-6-9-11	1.7	15	0.5'-2.5' S-1
	1.1'-1.3' REDDOG (GM) Mostly fine to coarse gravel, some fine to coarse sand, little silt, (burnt coal refuse), damp, medium dense, heterogeneous, poorly graded, subangular, non plastic, reddish gray and brown, FILL	S-2	SS	6-21-31-50/0.2	1.4	52/0.7 >>	2.5'-4.2' S-2
5	**1.3'-2.1' SILT (ML)** Some fine to coarse gravel, little coal fragments, trace fine to coarse sand, trace clay, stiff, heterogenous, poorly graded, angular, low plastic fines, brown and black	S-3	SS	7-16-24-50/0.2	1.7	40/0.7 >>	4.5'-6.2' S-3
	2.1'-2.4' COAL Black, weathered, intact	S-4	SS	15-41-44-50/0.2	1.7	85/0.7 >>	6.5'-8.2' S-4
	2.4'-2.6' CLAY (CL) Some silt, some sand, very stiff, damp, homogenous, poorly graded, high plastic fines, yellow-gray, residuum	S-5	SS	50/0.3	0.1	50/0.3 >>	8.5'-8.8' S-5
		S-6	SS	50/0.1	0.1	50/0.1 >>	Auger refusal at 9.2 feet on sandstone saprolite.9.2'-9.3' S-6
10	**2.6'-8.5' CLAY (CL)** Little silt, trace gravel, hard, damp, saprolitic (shale), uniformly graded, flat and elongated, medium plastic fines, brown-gray (light gray at 6.5'), residuum	R-1	RC		1.8	0	9.3'-11.3' R-1
	8.5'-9.3' GRAVEL (GP) Some sand, trace silt, very dense, damp, saprolitic (sandstone), poorly graded, angular to flat, non-plastic, light gray, residuum	R-2	RC		2.6	23	11.3'-13.9' R-2
15	**9.3'-17.4' SANDSTONE & INTERBEDDED SILTSTONE** Light gray, fine grained, soft to medium hard, slightly weathered to fresh, laminated to thin bedding, cross-bedded, flat dip, bedding joints with random fractures, narrow to moderate discontinuity spacings, tight joints	R-3	RC		2.7	54	13.9'-18.9' R-3
	17.4'-18.9' SILTSTONE Medium gray, medium hard, fresh, thin bedding, flat dip, bedding joints, close to moderate discontinuity spacings, tight joints						Auto-hammer used for SPT.
20	Total Depth = 18.9 feet						

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Water levels:
- ▽ **0-hr.:** 5.0 ft. **Date:** 6-10-20 **Time:** 02:09 pm **Drilled by:** D. Gartner/ R. Wisen
- ▼ **24-hr.:** 1.8 ft. **Date:** 6-11-20 **Time:** 05:10 pm **Drilling rig:** Acker MP6 truck-mounted
- ▼ **Other 1:** 2.0 ft. **Date:** 6-12-20 **Time:** 12:00 pm **Method of drilling:** 3 1/4" HSA, NQ-2 Core
- ▼ **Other 2:** **Date:** **Time:** **Checked by:** J. Marhefka

Notes:

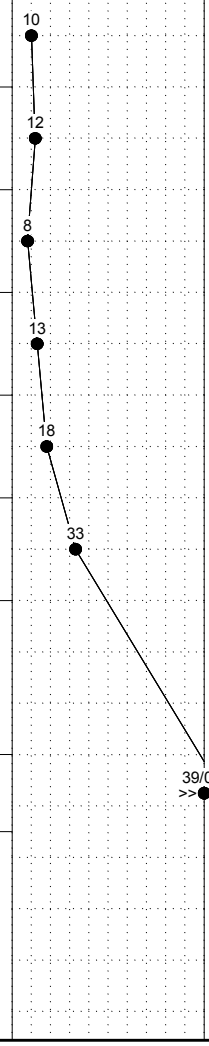
Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-10-20
Complete Date: 6-11-20
Weather: Mostly sunny 90°F
Logged by: J. Marhefka
Easting:

Log of Boring: TB-5
Elevation: 1100 +/-
Total Depth: 25.6 ft.
SHEET: 1 of 2

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	Remarks
0	Ground Surface					
	0.0'-0.1' TOPSOIL					
	0.1'-5.9' CLAY (FILL) (CL) Some silt, little fine to coarse sand, little fine to medium gravel, trace coal fragments, stiff, damp, heterogenous, poorly graded, medium plastic fines, brown to orange, FILL	S-1	SS	4-5-5-7	1.9	0'-2' S-1
		S-2	SS	6-7-5-7	2.0	2'-4' S-2
5		S-3	SS	3-3-5-7	2.0	4'-6' S-3
	5.9'-6.6' CLAY (CL) Some silt, little fine to coarse sand, stiff, homogenous, poorly graded, high plastic fines, dark gray, trace organics (roots), (suspected natural ground surface), residuum	S-4	SS	7-6-7-10	2.0	6'-8' S-4
	6.6'-7.0' CLAY (CL) Some silt, little fine to coarse sand, stiff, damp, homogenous, poorly graded, high plastic fines, brown to gray to mottled light gray, residuum	S-5	SS	6-8-10-14	2.0	8'-10' S-5
10	**7.0'-8.4' CLAY (CL)** Some silt, little fine sand, very stiff, damp, homogenous, poorly graded, high plastic fines, brown with gray mottling, residuum	S-6	SS	14-16-17-18	2.0	10'-12' S-6
	8.4'-12.0' SAND and CLAY (SC-SM) Some silt, trace coal fragments, very stiff, saprolitic (shale), poorly graded, high plastic fines, brown to gray, residuum					
	12.0'-15.5' FINE SAND (SM) Some silt, some fine to coarse gravel, trace clay, dense, damp, homogenous, poorly graded, angular, low plastic fines, brown, residuum	S-7	SS	5-15-24-44/0.0	2.0	15'-16.5' S-7
15	**15.5'-17.0' FINE SAND (SM)** Some fine to coarse gravel, trace silt, very dense, damp, saprolitic (sandstone), poorly graded, angular, non-plastic, yellow-brown to light gray, residuum					
	17.0'-25.6' CLAY and GRAVEL (GC) Some silt, trace fine sand, hard, damp, saprolitic (shale), poorly graded, flat and elongated, medium plastic fines, gray to brown (dark gray from 23.0' to 25.6'), residuum					
20						



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Water levels:
- **0-hr.:** Dry — **Date:** 6-11-20 **Time:** 09:15 am
- **24-hr.:** Dry — **Date:** 6-12-20 **Time:** 11:00 am
- **Other 1:** — **Date:** **Time:**
- **Other 2:** — **Date:** **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes:

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-10-20
Complete Date: 6-11-20
Weather: Mostly sunny 90°F
Logged by: J. Marhefka
Easting:

Log of Boring: TB-5
Elevation: 1100 +/-
Total Depth: 25.6 ft.
SHEET: 2 of 2

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	▲ RQD % (25, 50, 75) / ● "N" - Value (10, 30, 50, 70, 90)	Remarks
20	**17.0'-25.6' CLAY and GRAVEL (GC)** Some silt, trace fine sand, hard, damp, saprolitic (shale), poorly graded, flat and elongated, medium plastic fines, gray to brown (dark gray from 23.0' to 25.6'), residuum *(Continued)*	S-8	SS	13-27-35-50/0.3	1.8		62/0.8 >> 20'-21.8' S-8
25		S-9	SS	50/0.1	0.0		50/0.1 >> 25'-25.1' S-9 Auger refusal at 25.6 on shale bedrock.
	Total Depth = 25.6 feet						Auto-hammer used for SPT.
30							
35							
40							

BOREHOLE REPORT - PIEZOMETER WELL POINT.GDT - 7/12/20 16:29 - K:\EBG_PROJ\FAYU0001\CE\COMMON\DATALOGS\FAYETTE COUNTY PRISON.GPJ

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Water levels:
- **0-hr.:** Dry — **Date:** 6-11-20 **Time:** 09:15 am
- **24-hr.:** Dry — **Date:** 6-12-20 **Time:** 11:00 am
- **Other 1:** — **Date:** **Time:**
- **Other 2:** — **Date:** **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes:

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-12-20
Complete Date: 6-12-20
Weather: Sunny 80's°F
Logged by: R. Dearborn
Easting:

Log of Boring: P-1
Elevation: 1134 +/-
Total Depth: 10.0 ft.
SHEET: 1 of 1

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	▲ RQD % (25 50 75) / ● "N" - Value (10 30 50 70 90)	Remarks
	Ground Surface						
0	**0.0'-0.5' ASPHALT** Asphalt pavement						
	0.5'-0.8' GRAVEL SUBBASE (GW) Fine to coarse gravel, some fine to coarse sand, medium dense, damp, homogenous, well graded, subangular to angular, non-plastic, light gray to brown	S-1	SS	4-4-5-6	1.5	9	0.5'-2.5' S-1
	0.8'-4.0' CLAY (FILL) (CL) Some fine to medium gravel, some sand, stiff to very stiff, damp, heterogenous, poorly graded, angular, low plastic fines, brown to orange-brown, FILL	S-2	SS	5-8-9-15	1.5	17	2.5'-4.5' S-2
5	**4.0'-6.5' CLAY (CL)** And fine to medium gravel, trace fine sand, trace silt, very stiff to hard, damp, saprolitic (shale), poorly graded, flat and elongated, medium plastic fines, light brown to orange-brown, residuum	S-3	SS	12-23-34-50/0.2	2.0	57/0.7 >>	PP = >4.5 - 4.0' to 6.5' 4.5'-6.2' S-3
	6.5'-10.0' SAND (SC) Fine to medium grained, some clay, trace fine gravel, trace silt, very dense, damp, saprolitic (sandy shale), poorly graded, subangular, low plastic fines, light brown to brown, residuum	S-4	SS	50/0.4	0.2	50/0.4 >>	6.5'-6.9' S-4
		S-5	SS	50/0.4	0.2	50/0.4 >>	8.5'-8.9' S-5
10		S-6	SS	50/0.4	0.2	50/0.4 >>	9.5'-9.9' S-6
	Total Depth = 10.0 feet						
15							Auto-hammer used for SPT.
20							

BOREHOLE REPORT - PIEZOMETER WELL POINT.GDT - 7/12/20 16:28 - K:\EBG_PROJ\FAYU0001\CE\COMMON\DATALOGS\FAYETTE COUNTY PRISON.GPJ

CDI® L.R. Kimball
Architecture • Engineering • Communications Technology

Water levels:
- **0-hr.:** Dry — **Date:** 6-12-20 — **Time:** 11:29 am
- **24-hr.:** — **Date:** — **Time:**
- **Other 1:** — **Date:** — **Time:**
- **Other 2:** — **Date:** — **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes: Boring backfilled after drilling.

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-12-20
Complete Date: 6-12-20
Weather: Sunny 70's°F
Logged by: R. Dearborn
Easting:

Log of Boring: P-2
Elevation: 1121 +/-
Total Depth: 10.7 ft.
SHEET: 1 of 1

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	▲ RQD % (25 50 75) / ● "N" - Value (10 30 50 70 90)	Remarks
	Ground Surface						
0	**0.0'-0.2' ASPHALT** Asphalt pavement						
	0.2'-0.5' GRAVEL SUBBASE (GW) Fine to coarse gravel, some fine to coarse sand, medium dense, damp, homogenous, well graded, angular, non-plastic, light gray to light brown	S-1	SS	7-9-49-50/0.4	1.8	58/0.9 >> ●	0.5'-2.4' S-1 PP = 3.2 - 0.5' to 1.5'
	0.5'-0.8' CLAY (FILL) (CL) Some fine to medium gravel, trace fine sand, stiff, damp, heterogenous, poorly graded, angular gravel, low to medium plastic fines, brown, FILL	S-2	SS	50/0.3	0.2	50/0.3 >> ●	2.5'-2.8' S-2
5	**0.8'-10.7' CLAY (CL)** Some fine to medium gravel, trace fine sand, trace silt, hard, damp (moist from 6.5' to 7.0' and dry from 8.5' to 10.7'), saprolitic (shale), poorly graded, homogenous, flat and elongated, medium plastic fines, gray to brown, residuum	S-3	SS	50/0.4	0.4	50/0.4 >> ●	4.5'-4.9' S-3 PP = >4.5 - 1.5' to 10.7'
		S-4	SS	28-50/-0.1	0.3	50/-0.1 >> ●	6.5'-6.9' S-4
		S-5	SS	50/0.2	0.2	50/0.2 >> ●	8.5'-8.7' S-5
10		S-6	SS	50/0.2	0.1	50/0.2 >> ●	10.5'-10.7' S-6
	Total Depth = 10.7 feet						Auto-hammer used for SPT.
15							
20							

BOREHOLE REPORT - PIEZOMETER WELL POINT.GDT - 7/12/20 16:28 - K:\EBG_PROJ\FAYU0001\CE\COMMON\DATALOGS\FAYETTE COUNTY PRISON.GPJ

CDI® L.R. Kimball
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Water levels:
- **0-hr.:** Dry — **Date:** 6-12-20 — **Time:** 09:30 am
- **24-hr.:** — **Date:** — **Time:**
- **Other 1:** — **Date:** — **Time:**
- **Other 2:** — **Date:** — **Time:**

Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes: Boring backfilled after drilling.

Engineer's Field Boring Log

Project No.: FAY.IJ000260.EB22
Project Name: Fayette County Prison
Client: Fayette County
Project Location: Uniontown, PA
Northing:

Start Date: 6-12-20
Complete Date: 6-12-20
Weather: Sunny 80's°F
Logged by: R. Dearborn
Easting:

Log of Boring: P-3
Elevation: 1100 +/-
Total Depth: 10.0 ft.
SHEET: 1 of 1

Depth	Description	Sample Number	Sample Type	Blows /0.5 foot	Sample Recovery (ft)	▲ RQD % (25 50 75) / ● "N" - Value (10 30 50 70 90)	Remarks
	Ground Surface						
0	**0.0'-0.2' ASPHALT** Asphalt pavement **0.2'-0.5' GRAVEL SUBBASE (GW)** Fine to coarse gravel, some fine to coarse sand, medium dense, damp, homogenous, well graded, angular, non-plastic, light gray to brown **0.5'-2.0' CLAY (CL)** Trace fine gravel, trace fine sand, damp, hard, saprolitic (shale), poorly graded, subangular gravel, medium plastic fines, brown to gray, residuum **2.0'-10.0' GRAVEL (GC)** Fine to medium gravel and clay, trace fine sand, damp, very dense, saprolitic (shale), poorly graded, subangular, medium plastic fines, gray to gray-brown, residuum	S-1	SS	10-24-50/0.4	1.1		74/0.9 >> 0.5'-1.9' S-1
		S-2	SS	50/0.4	0.4		50/0.4 >> 2'-2.4' S-2 PP = >4.5 - 1.0' to 8.7'
5		S-3	SS	50/0.4	0.4		50/0.4 >> 4'-4.4' S-3
		S-4	SS	34-50/0.2	0.5		50/0.2 >> 6'-6.7' S-4
		S-5	SS	49-50/0.2	0.5		50/0.2 >> 8'-8.7' S-5
10	Total Depth = 10.0 feet						Auto-hammer used for SPT
15							
20							

BOREHOLE REPORT - PIEZOMETER WELL POINT.GDT - 7/12/20 16:28 - K:\EBG_PROJ\FAYU0001\CE\COMMON\DATALOGS\FAYETTE COUNTY PRISON.GPJ

CDI® L.R. Kimball Architecture • Engineering • Communications Technology

Water levels:
- **0-hr.:** Dry — **Date:** 6-12-20 — **Time:** 10:15 am
- **24-hr.:** — **Date:** — **Time:**
- **Other 1:** — **Date:** — **Time:**
- **Other 2:** — **Date:** — **Time:**

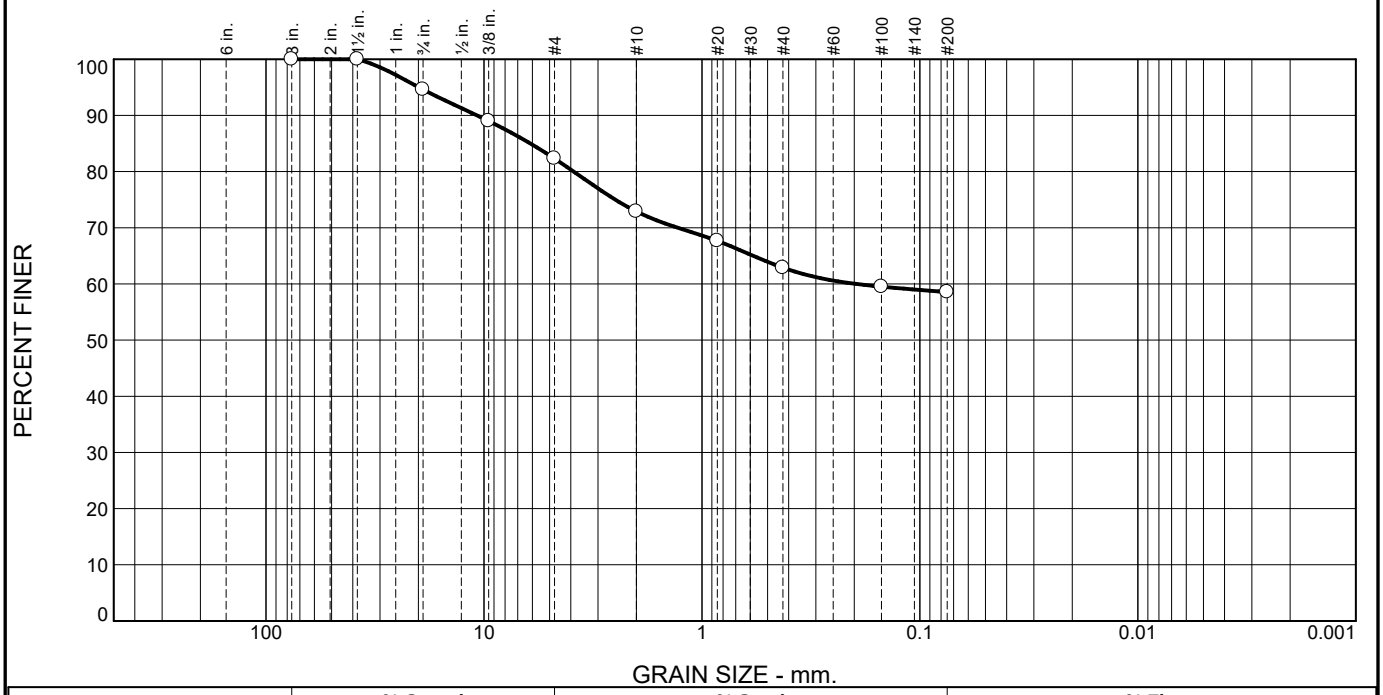
Drilled by: D. Gartner/ R. Wisen
Drilling rig: Acker MP6 truck-mounted
Method of drilling: 3 1/4" HSA, NQ-2 Core
Checked by: J. Marhefka

Notes: Boring backfilled after drilling.

APPENDIX B

LABORATORY TEST DATA

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	5.4	12.3	9.4	10.0	4.3	58.6	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3	100.0		
1.5	100.0		
.75	94.6		
.375	89.0		
#4	82.3		
#10	72.9		
#20	67.7		
#40	62.9		
#100	59.5		
#200	58.6		

* (no specification provided)

Material Description

Brown Silty Sandy Clay with Gravel

Atterberg Limits (ASTM D 4318)

PL= -- **LL=** -- **PI=**

Classification

USCS (D 2487)= -- **AASHTO (M 145)=** --

Coefficients

D_{90}= 10.7608 D_{85}= 6.1269 D_{60}= 0.1962
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Remarks

Moisture Content = 14.0%

Date Received: 6/30/20 **Date Tested:** 6/30/20

Tested By: JV

Checked By: GPL

Title: PM

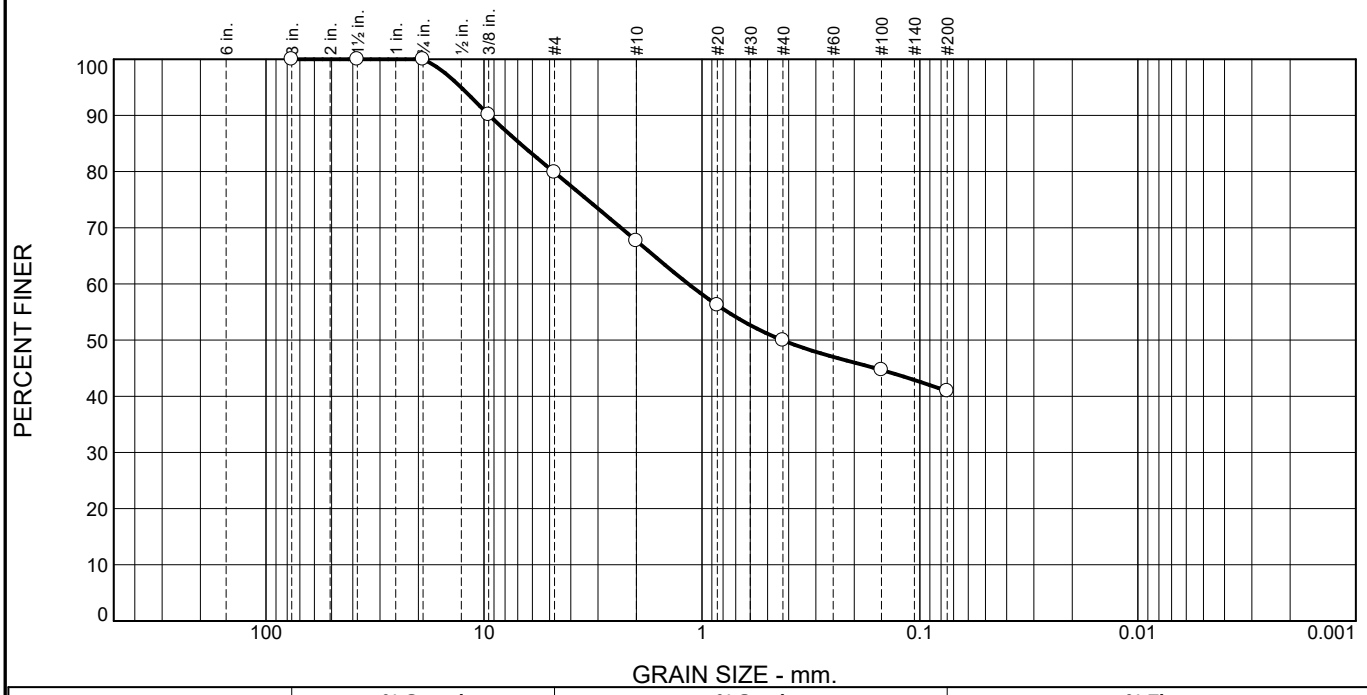
Source of Sample: P-1 **Depth:** 2.5 - 4.0 **Date Sampled:** --
Sample Number: S-2

CDI® L.R. Kimball

Client: Maser Consultant
Project: Fayette County Prison

Project No: FAY.U000260 **Figure** JPV-F

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	20.1	12.2	17.8	9.0	40.9	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3	100.0		
1.5	100.0		
.75	100.0		
.375	90.1		
#4	79.9		
#10	67.7		
#20	56.2		
#40	49.9		
#100	44.7		
#200	40.9		

* (no specification provided)

Material Description

Brown Sandy Silt with Gravel

Atterberg Limits (ASTM D 4318)

PL= -- LL= -- PI=

Classification

USCS (D 2487)= -- AASHTO (M 145)= --

Coefficients

D_{90}= 9.4496 D_{85}= 6.8337 D_{60}= 1.1539
D_{50}= 0.4283 D_{30}= D_{15}=
D_{10}= C_u= C_c=

Remarks

Moisture Content = 9.2%

Date Received: 6/30/20 **Date Tested:** 6/30/20

Tested By: JV

Checked By: GPL

Title: PM

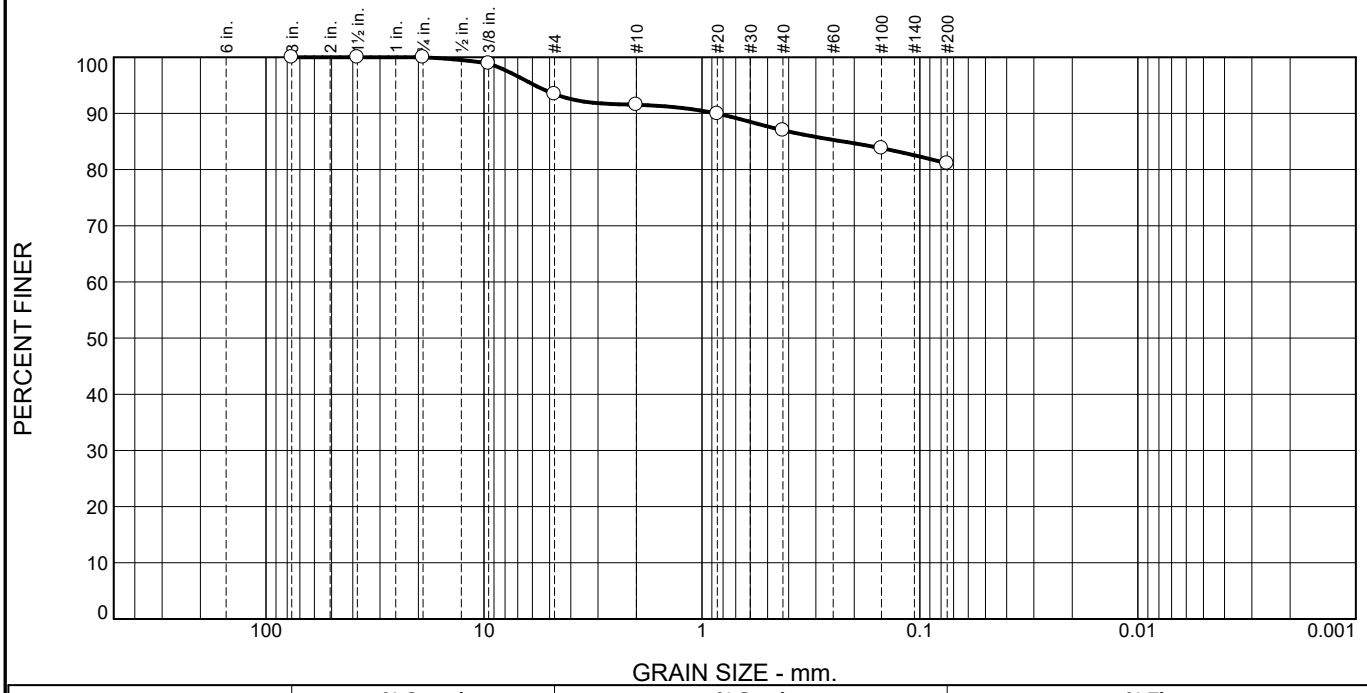
Source of Sample: TB-1 **Depth:** 2.5 - 4.5 **Date Sampled:** --
Sample Number: S-2

CDI® L.R. Kimball

Client: Maser Consultant
Project: Fayette County Prison

Project No: FAY.U000260 **Figure** JPV-F

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	6.6	1.9	4.5	5.9	81.1	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3	100.0		
1.5	100.0		
.75	100.0		
.375	98.9		
#4	93.4		
#10	91.5		
#20	90.0		
#40	87.0		
#100	83.8		
#200	81.1		

* (no specification provided)

Material Description

Brown Lean Clay with Sand

Atterberg Limits (ASTM D 4318)

PL= 23.8 **LL=** 38.2 **PI=** 14.4

Classification

USCS (D 2487)= CL **AASHTO (M 145)=** A-6(11)

Coefficients

D_{90}= 0.8612 D_{85}= 0.2249 D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Remarks

Moisture Content = 6.6%

Date Received: 6/30/20 **Date Tested:** 6/30/20

Tested By: JV

Checked By: GPL

Title: PM

Source of Sample: TB-2 **Depth:** 2.0 - 3.7 **Date Sampled:** --

Sample Number: S-2

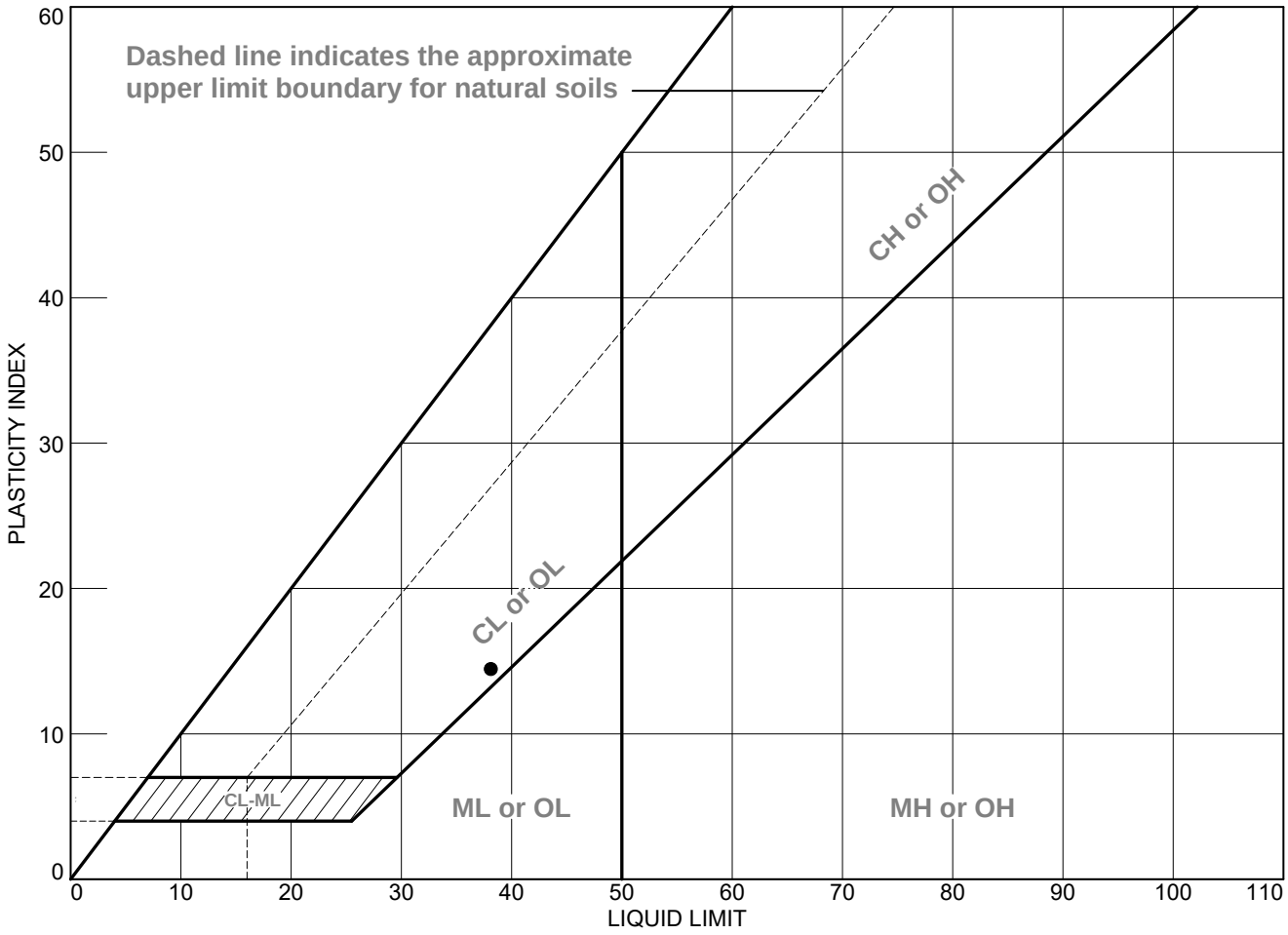
CDI® L.R. Kimball

Client: Maser Consultant

Project: Fayette County Prison

Project No: FAY.U000260 **Figure** JPV-F

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	TB-2	S-2	2.0 - 3.7	6.6	23.8	38.2	14.4	CL

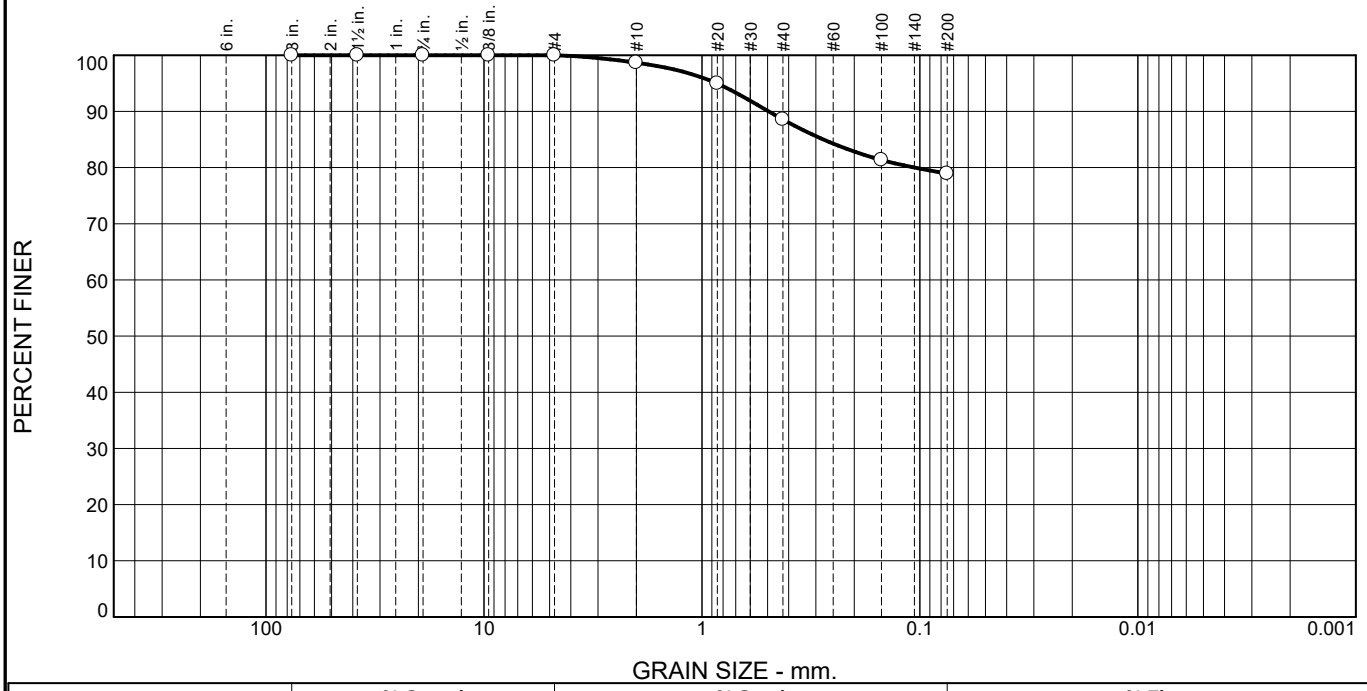
CDI® L.R. Kimball

Client: Maser Consultant
Project: Fayette County Prison

Project No.: FAY.U000260 **Figure** JPV-F

Tested By: JV **Checked By:** RD

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	1.3	10.1	9.7	78.9	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3.0	100.0		
1.5	100.0		
.75	100.0		
.375	100.0		
#4	100.0		
#10	98.7		
#20	95.0		
#40	88.6		
#100	81.4		
#200	78.9		

* (no specification provided)

Material Description

Brown Lean Clay with Sand

Atterberg Limits (ASTM D 4318)

PL= 24.2 **LL=** 38.8 **PI=** 14.6

Classification

USCS (D 2487)= CL **AASHTO (M 145)=** A-6(12)

Coefficients

D_{90}= 0.4941 D_{85}= 0.2771 D_{60}=
D_{50}= D_{30}= D_{15}=
D_{10}= C_u= C_c=

Remarks

Moisture Content = 9.2%

Date Received: 6/30/20 **Date Tested:** 7/1/20

Tested By: JV

Checked By: GPL

Title: PM

Source of Sample: TB-4 **Depth:** 2.5 - 4.2 **Date Sampled:** --

Sample Number: S-2

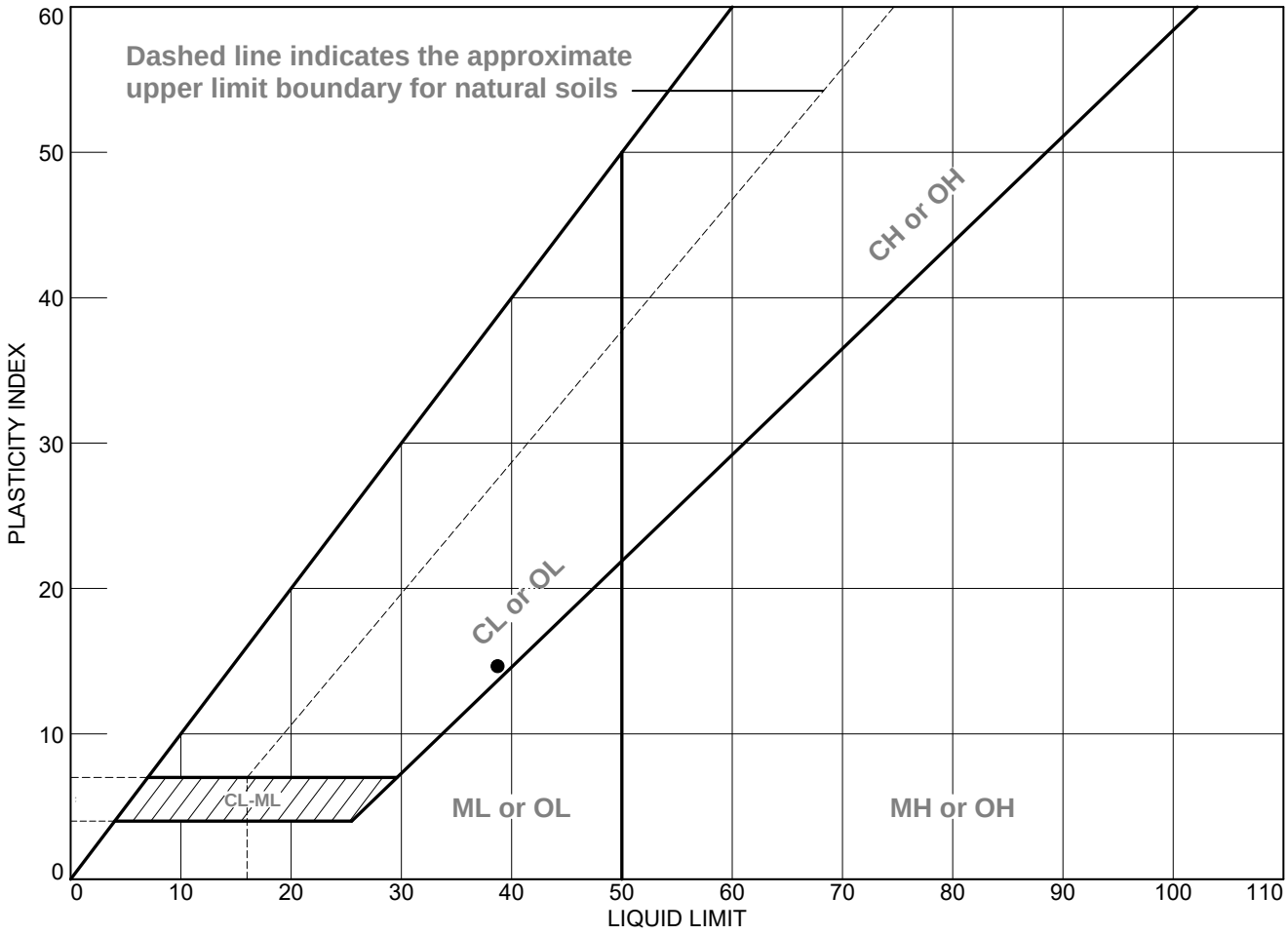
CDI® L.R. Kimball

Client: Maser Consultant

Project: Fayette County Prison

Project No: FAY.U000260 **Figure** JPV-F

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	TB-4	S-2	2.5 - 4.2	9.2	24.2	38.8	14.6	CL

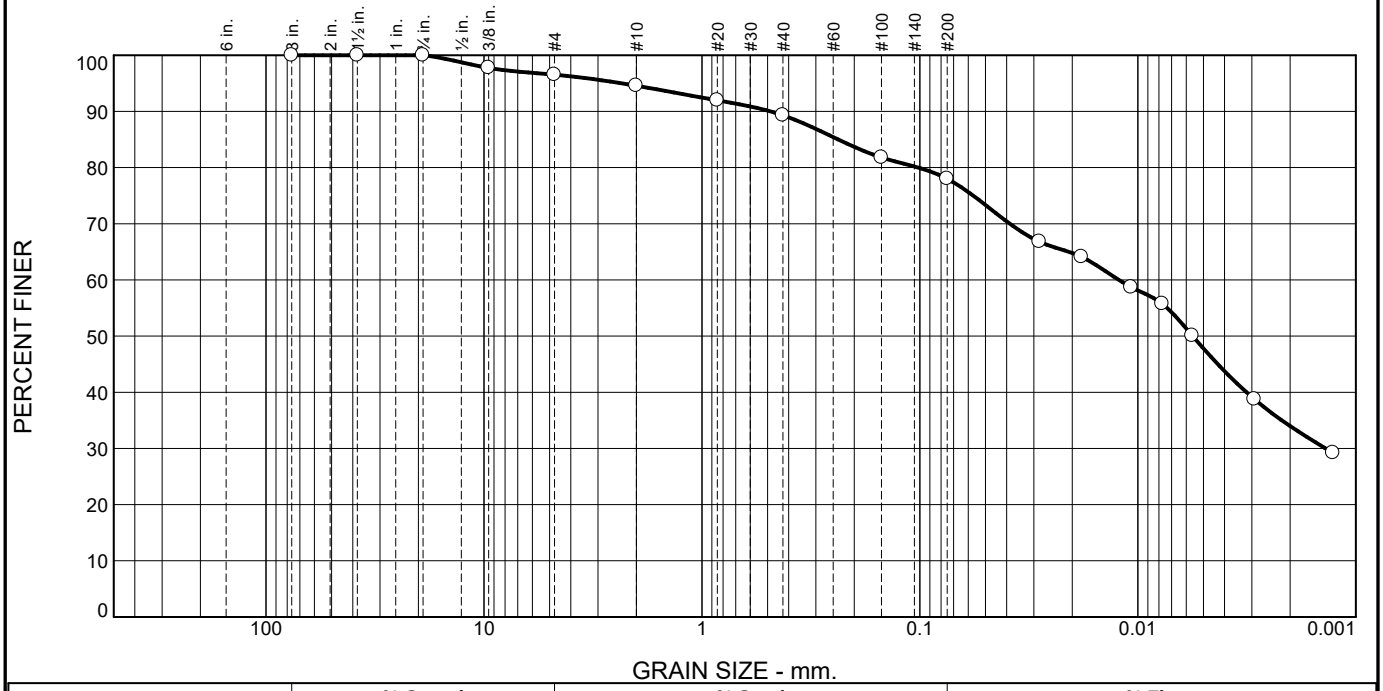
CDI® L.R. Kimball

Client: Maser Consultant
Project: Fayette County Prison

Project No.: FAY.U000260 **Figure** JPV-F

Tested By: JV **Checked By:** RD

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	3.5	1.9	5.3	11.3	30.2	47.8

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3	100.0		
1.5	100.0		
.75	100.0		
.375	97.8		
#4	96.5		
#10	94.6		
#20	92.0		
#40	89.3		
#100	81.8		
#200	78.0		
0.0283 mm.	66.8		
0.0181 mm.	64.1		
0.0107 mm.	58.7		
0.0077 mm.	55.7		
0.0056 mm.	50.1		
0.0029 mm.	38.8		
0.0013 mm.	29.2		

* (no specification provided)

Material Description

Brown Lean Clay with Sand

Atterberg Limits (ASTM D 4318)

PL= 21.7 **LL=** 41.6 **PI=** 19.9

Classification

USCS (D 2487)= CL **AASHTO (M 145)=** A-7-6(15)

Coefficients

D_{90}= 0.4842 D_{85}= 0.2371 D_{60}= 0.0122
D_{50}= 0.0056 D_{30}= 0.0014 D_{15}=
D_{10}= C_u= C_c=

Remarks

Moisture Content = 23.1%

Date Received: 7/1/20 **Date Tested:** 7/6/20

Tested By: JV

Checked By: GPL

Title: PM

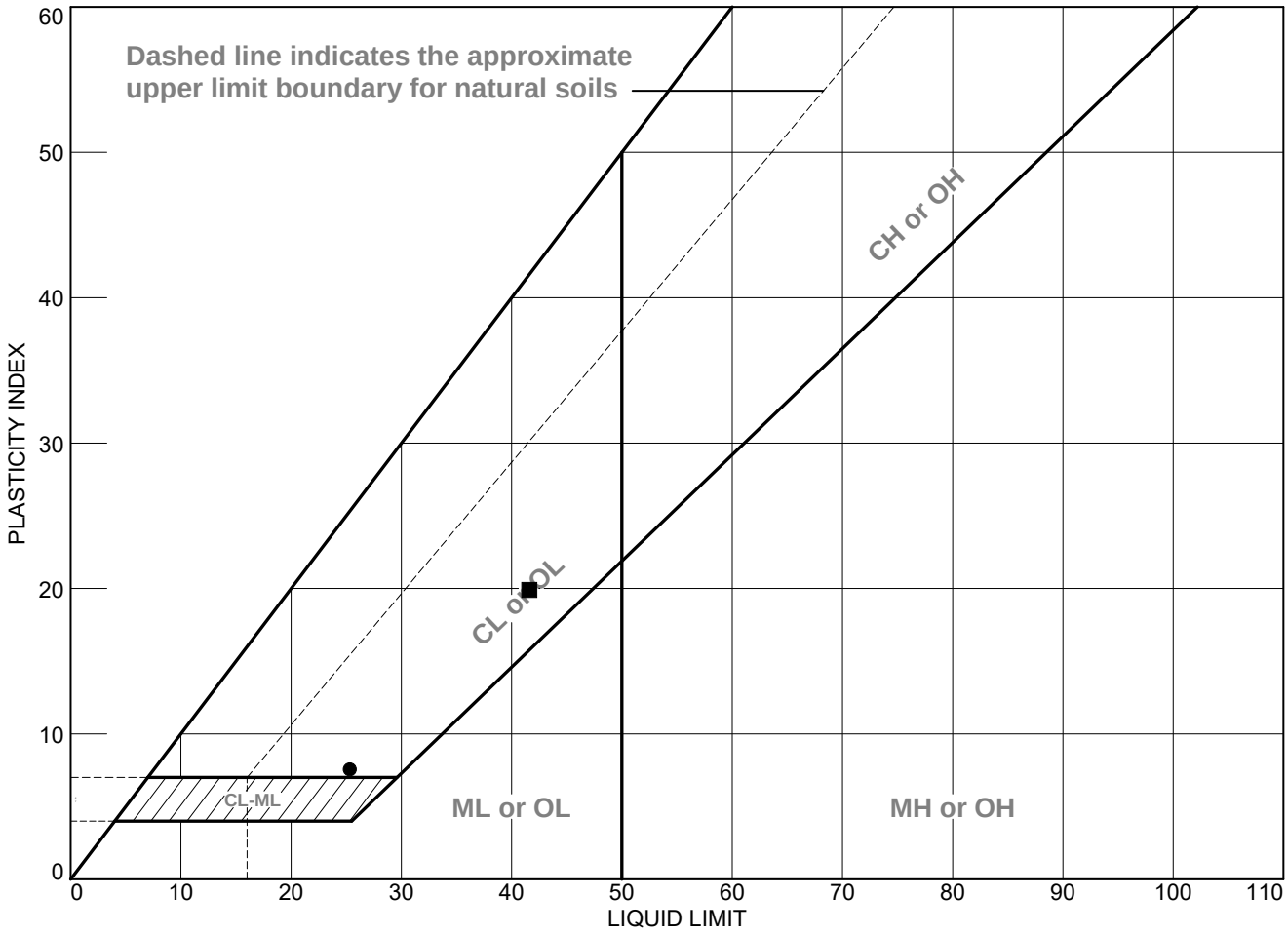
Source of Sample: TB-5 **Depth:** 6.0 - 8.0 **Date Sampled:** --
Sample Number: S-4

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Client: Maser Consultant
Project: Fayette County Prison

Project No: FAY.U000260 **Figure** JPV-F

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	TB-5	S-6	10.0 - 12.0	11.6	17.9	25.4	7.5	SC-SM
■	TB-5	S-4	6.0 - 8.0	23.1	21.7	41.6	19.9	CL

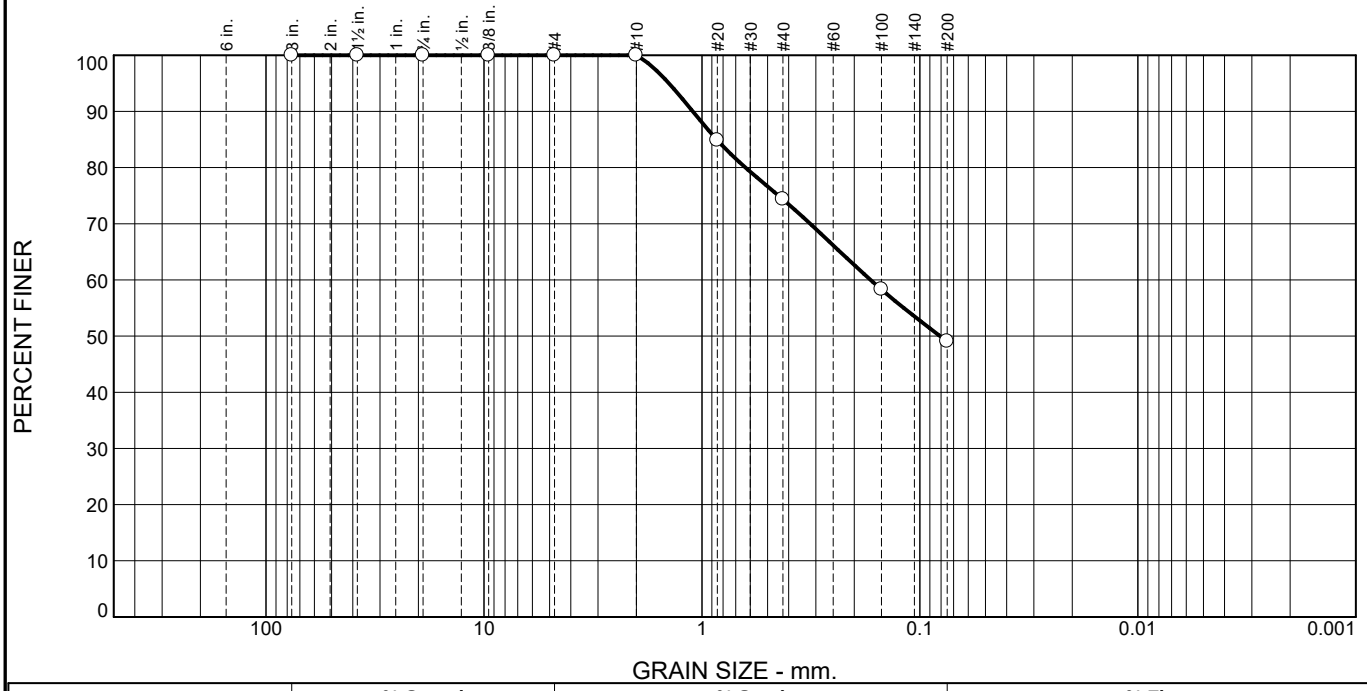
CDI® L.R. Kimball

Client: Maser Consultant
Project: Fayette County Prison

Project No.: FAY.U000260 **Figure** JPV-F

Tested By: ○ JV ☐ RB **Checked By:** RB

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	25.7	25.2	49.1	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3	100.0		
1.5	100.0		
.75	100.0		
.375	100.0		
#4	100.0		
#10	100.0		
#20	84.9		
#40	74.3		
#100	58.3		
#200	49.1		

* (no specification provided)

Material Description

Brown Silty Clayey Sand

Atterberg Limits (ASTM D 4318)

PL= 17.9 **LL=** 25.4 **PI=** 7.5

Classification

USCS (D 2487)= SC-SM **AASHTO (M 145)=** A-4(1)

Coefficients

D_{90}= 1.1014 D_{85}= 0.8560 D_{60}= 0.1683
D_{50}= 0.0807 D_{30}= D_{15}=
D_{10}= C_u= C_c=

Remarks

Moisture Content = 11.6%

Date Received: 6/30/20 **Date Tested:** 7/2/20

Tested By: JV

Checked By: GPL

Title: PM

Source of Sample: TB-5 **Depth:** 10.0 - 12.0 **Date Sampled:** --
Sample Number: S-6

CDI® L.R. Kimball

Client: Maser Consultant
Project: Fayette County Prison

Project No: FAY.U000260 **Figure** JPV-F

Miltech Analytical Services, Inc.
Sampling, Testing, Analyses
P.O. Box 470
Hunker Lumber Road
Hunker, PA 15639
724-925-1460
bsmith@miltechenergy.com

07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core TB-1
4.5-6.5

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478080

		Dry Basis
ASTM D-8214	% Pyritic Sulfur	0.32

Miltech Analytical Services,
Manager
Bill Smith

Miltech Analytical Services, Inc.
Sampling, Testing, Analyses
P.O. Box 470
Hunker Lumber Road
Hunker, PA 15639
724-925-1460
bsmith@miltechenergy.com

07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core TB-1
8.5-10.5

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478081

		Dry Basis
ASTM D-8214	% Pyritic Sulfur	0.11

Miltech Analytical Services,
Manager
Bill Smith

Miltech Analytical Services, Inc.
Sampling, Testing, Analyses
P.O. Box 470
Hunker Lumber Road
Hunker, PA 15639
724-925-1460
bsmith@miltechenergy.com

07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core TB-1
18.3-19.5

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478082

Dry Basis

ASTM D-8214	% Pyritic Sulfur	0.05

Miltech Analytical Services,
Manager
Bill Smith

Miltech Analytical Services, Inc.
Sampling, Testing, Analyses
P.O. Box 470
Hunker Lumber Road
Hunker, PA 15639
724-925-1460
bsmith@miltechenergy.com

07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core TB-2
4.0-5.9

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478083

		Dry Basis
ASTM D-8214	% Pyritic Sulfur	0.04

Miltech Analytical Services,
Manager
Bill Smith

Miltech Analytical Services, Inc.
Sampling, Testing, Analyses
P.O. Box 470
Hunker Lumber Road
Hunker, PA 15639
724-925-1460
bsmith@miltechenergy.com

07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core

TB-2
10.0-10.7

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478084

		Dry Basis
ASTM D-8214	% Pyritic Sulfur	0.08

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bsmith@miltechenergy.com

07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core TB-3
3.0-5.0

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478085

		Dry Basis
ASTM D-8214	% Pyritic Sulfur	0.03

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07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core TB-3
11.0-12.4

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478086

Dry Basis

ASTM D-8214	% Pyritic Sulfur	0.03

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07/02/20

LR Kimball
615 West Highland Ave
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample: Core TB-4
4.5-?

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478087

		Dry Basis
ASTM D-8214	% Pyritic Sulfur	0.06

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LR Kimball
615 West Highland Ave
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Greg Letzo

Type of Sample: Core TB-5
2.0-4.0

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478088

		Dry Basis
ASTM D-8214	% Pyritic Sulfur	0.06

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LR Kimball
615 West Highland Ave
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Greg Letzo

Type of Sample: Core

TB-5
8.0-10.0

Sample Taken at: LR Kimball

Sample Taken By: Submitted

Date Sampled: June 30, 2020

Date Received: June 30, 2020

Report Number: 478089

		As Received	Dry Basis
ASTM D-8214	% Pyrtiic Sulfur		0.13

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08/04/20

L.R. Kimball
P.O. Box 1000
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-1
		6.5-107
Sample Taken at:	Fayette County Prison	Sample#4 #6
Sample Taken By:	Sample Submitted	
Date Sampled:	June 11, 2020	
Date Received:	July 29, 2020	

Report Number: 479677

	Dry Basis
% Pyritic Sulfur	0.08

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L.R. Kimball
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Greg Letzo

Type of Sample:	Soil/Rock	TB-2
		6.0-6.9
Sample Taken at:	Fayette County Prison	Sample#4
Sample Taken By:	Sample Submitted	
Date Sampled:	June 11, 2020	
Date Received:	July 29, 2020	

Report Number: 479681

	Dry Basis
% Pyritic Sulfur	0.02

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L.R. Kimball
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Greg Letzo

Type of Sample:	Soil/Rock	TB-2
		8.0-9.4
Sample Taken at:	Fayette County Prison	Sample#5
Sample Taken By:	Sample Submitted	
Date Sampled:	June 11, 2020	
Date Received:	July 29, 2020	

Report Number: 479682

	Dry Basis
% Pyritic Sulfur	0.01

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L.R. Kimball
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Greg Letzo

Type of Sample:	Soil/Rock	TB-4
		6.5-8.2
Sample Taken at:	Fayette County Prison	Sample#4
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 29, 2020	

Report Number: 479686

	Dry Basis
% Pyritic Sulfur	0.04

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08/04/20

L.R. Kimball
P.O. Box 1000
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-5
		0.0-2.0
Sample Taken at:	Fayette County Prison	Sample#1
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 29, 2020	

Report Number: 479687

	Dry Basis
% Pyritic Sulfur	0.04

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Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-5 4.0-6.0
Sample Taken at:	Fayette County Prison	Sample#3
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 29, 2020	

Report Number: 479688

	Dry Basis
% Pyritic Sulfur	0.03

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L.R. Kimball
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Greg Letzo

Type of Sample:	Soil/Rock	TB-5
		15.0-17.0
Sample Taken at:	Fayette County Prison	Sample#7
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 29, 2020	

Report Number: 479689

	Dry Basis
% Pyritic Sulfur	0.04

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L.R. Kimball
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Greg Letzo

Type of Sample:	Soil/Rock	TB-5
		20.0-21.8
Sample Taken at:	Fayette County Prison	Sample#8
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 29, 2020	

Report Number: 479690

	Dry Basis
% Pyritic Sulfur	0.14

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L.R. Kimball
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Type of Sample:	Soil/Rock	TB-3
		5.0-6.4
Sample Taken at:	Fayette County Prison	Sample#3
Sample Taken By:	Sample Submitted	
Date Sampled:	June 11, 2020	
Date Received:	July 29, 2020	

Report Number: 479693

	Dry Basis
% Pyritic Sulfur	0.02

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Type of Sample:	Soil/Rock	TB-3
		7.0-8.4
Sample Taken at:	Fayette County Prison	Sample#4

Sample Taken By: Sample Submitted

Date Sampled: June 11, 2020

Date Received: July 29, 2020

Report Number: 479694

Dry Basis

% Pyritic Sulfur	0.07

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08/04/20

L.R. Kimball
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Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-3
		15.0-16.2
Sample Taken at:	Fayette County Prison	Sample#7
Sample Taken By:	Sample Submitted	
Date Sampled:	June 11, 2020	
Date Received:	July 29, 2020	

Report Number: 479696

	Dry Basis
% Pyritic Sulfur	0.03

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L.R. Kimball
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Greg Letzo

Type of Sample:	Soil/Rock	P-1
		0.5-2.5
Sample Taken at:	Fayette County Prison	Sample#1
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479697

	Dry Basis
% Pyritic Sulfur	0.02

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Greg Letzo

Type of Sample:	Soil/Rock	P-1
		4.5-6.2
Sample Taken at:	Fayette County Prison	Sample#3
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479698

	Dry Basis
% Pyritic Sulfur	0.01

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Greg Letzo

Type of Sample:	Soil/Rock	P-1
		6.5-9.9
Sample Taken at:	Fayette County Prison	Sample#4 #5 #6
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479699

	Dry Basis
% Pyritic Sulfur	0.05

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Greg Letzo

Type of Sample:	Soil/Rock	P-2
		0.5-2.4
Sample Taken at:	Fayette County Prison	Sample#1
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479702

	Dry Basis
% Pyritic Sulfur	0.03

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08/04/20

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Greg Letzo

Type of Sample:	Soil/Rock	P-2
		4.5-4.9
Sample Taken at:	Fayette County Prison	Sample#3
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479704

	Dry Basis
% Pyritic Sulfur	0.07

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Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	P-2
		6.5-10.7
Sample Taken at:	Fayette County Prison	Sample#4 #5 #6
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479705

	Dry Basis
% Pyritic Sulfur	0.07

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08/04/20

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Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	P-3
		0.5-1.9
Sample Taken at:	Fayette County Prison	Sample#1
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479708

	Dry Basis
% Pyritic Sulfur	0.15

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08/04/20

L.R. Kimball
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Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	P-3
		4.0-4.4
Sample Taken at:	Fayette County Prison	Sample#3
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479710

Dry Basis

% Pyritic Sulfur	0.21

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Greg Letzo

Type of Sample:	Soil/Rock	P-3
		8.0-8.7
Sample Taken at:	Fayette County Prison	Sample#5
Sample Taken By:	Sample Submitted	
Date Sampled:	June 12, 2020	
Date Received:	July 29, 2020	

Report Number: 479712

	Dry Basis
% Pyritic Sulfur	0.04

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08/03/20

L.R. Kimball
P.O. Box 1000
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-1
		14.7-16.7
Sample Taken at:	Fayette County Prison	R-1
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 30, 2020	

Report Number: 479734

	Dry Basis
% Pyritic Sulfur	0.66

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08/03/20

L.R. Kimball
P.O. Box 1000
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-1
		20.8-23.8
Sample Taken at:	Fayette County Prison	R-4
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 30, 2020	

Report Number: 479737

	Dry Basis
% Pyritic Sulfur	<0.01

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08/03/20

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Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-1
		23.8-28.8
Sample Taken at:	Fayette County Prison	R-5
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 30, 2020	

Report Number: 479738

	Dry Basis
% Pyritic Sulfur	<0.01

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08/03/20

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P.O. Box 1000
Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-1
		28.8-31.2
Sample Taken at:	Fayette County Prison	R-6
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 30, 2020	

Report Number: 479739

	Dry Basis
% Pyritic Sulfur	1.30

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08/03/20

L.R. Kimball
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Ebensburg , Pa. 15931
Greg Letzo

Type of Sample:	Soil/Rock	TB-4
		9.3-11.3
Sample Taken at:	Fayette County Prison	R-1
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 30, 2020	

Report Number: 479740

	Dry Basis
% Pyritic Sulfur	0.15

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08/03/20

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P.O. Box 1000
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Greg Letzo

Type of Sample:	Soil/Rock	TB-4
		13.9-18.9
Sample Taken at:	Fayette County Prison	R-3
Sample Taken By:	Sample Submitted	
Date Sampled:	June 10, 2020	
Date Received:	July 30, 2020	

Report Number: 479742

	Dry Basis
% Pyritic Sulfur	0.13

Miltech Analytical Services,
Manager
Bill Smith

Asbestos Inspection and Hazardous Materials Survey Report

for

254 McClellandtown Road
Uniontown, Pennsylvania

Prepared for

Sitelogiq
333 Allegheny Avenue
Suite 302
Oakmont, Pennsylvania 15139



September 2020

September 11, 2020

Mr. Mike Arnold, CFM, LEED, CCA, DBIA
Vice President
Sitelogiq
Suite 302
333 Allegheny Avenue
Oakmont, PA 15139

RE: Asbestos Inspection and Environmentally Hazardous Materials Survey
Former United States Army Reserve Center
245 McClellandtown Road
Uniontown, Fayette County, Pennsylvania

Dear Mr. Arnold:

On August 27th and 28th 2020, Skelly and Loy conducted an asbestos inspection and hazardous materials survey of the former Army Reserve Center structures at 245 McClellandtown Road, located in Uniontown, Pennsylvania. A garage and two sheds in the rear of the main structure was included in this assessment.

This asbestos inspection was completed in accordance with appropriate Federal and Pennsylvania regulations. The objective of this inspection was to document the presence of asbestos-containing material (ACM) and inventory suspect hazardous and environmentally regulated materials that may require removal prior to demolition of the structures.

ASBESTOS INSPECTION

Site asbestos inspection activities were conducted by Mr. Nate Ruhl (PA Asbestos Inspector No. 043064), and Mr. Daniel Durso (PA Asbestos Inspector No. 052866), USEPA-trained and Pennsylvania Department of Labor and Industry certified Asbestos Building Inspectors. Copies of the inspectors' licenses are attached to this report.

A visual inspection for suspect ACM was conducted in all interior and exterior areas of the structures, including above drop ceiling tile and inside wall and ceiling cavities. Suspect ACM typically includes, but is not limited to, resilient flooring, mastics, ceiling tile, wallboard and joint compound, building insulation, plaster, thermal system insulation (TSI), roofing material, caulking, glazing, cementitious sheet boards and siding, sealants and cement flue patching.

Upon identification of a suspect material, a bulk sampling scheme was developed which included the collection of the appropriate number of bulk samples per homogeneous material. A homogeneous material is defined as a material that is consistent in appearance, color, and texture. Bulk samples of all suspect ACM observed inside and on the exterior of the structures

were documented on Chain of Custody forms that accompanied samples during shipment to the analytical laboratory. The results indicating asbestos content of sampled materials are documented on the appended laboratory certificate of analysis report.

During the inspection, the quantity of suspect ACM was also documented. In addition, each suspect material was categorized as either friable or non-friable. Friable material can, when dry, be crumbled, pulverized, or reduced to powder with hand pressure. Asbestos fibers in friable ACM are more readily rendered airborne if disturbed. If disturbed and damaged, i.e., sanded, ground or abraded; non-friable material also has the potential to become friable.

Samples of suspect ACM were collected based on the United States Environmental Protection Agency (US EPA) random sampling protocol.

Appropriate safety and hygiene protocols were observed during all site activities, including precautions taken when sampling friable materials. The bulk sampling areas were first wetted with amended water and a small portion was then removed using a razor knife or other means. All bulk samples were sealed in plastic vials, were given unique sample numbers and logged with an appropriate COC.

Asbestos bulk samples were analyzed using Polarized Light Microscopy (PLM) by US EPA Method 600/R-93/116. The bulk samples were shipped to Batta Laboratories located in Newark, Delaware for analysis using PLM with dispersion staining, as specified by the US EPA. The laboratory analyst is required to analyze all layers of a submitted sample if multiple layers exist, unless otherwise directed in the COC.

Table 1.1, Summary of Asbestos Analytical Results, lists and characterizes all ACM samples collected and analyzed from the 245 McClellandtown Road structures. Bulk sample results are reported by percent and type of asbestos identified *via* laboratory analysis. Copies of the laboratory analytical reports and COC documentation are attached. Materials identified as containing greater than one percent asbestos are considered by definition, to be ACM. Likewise, materials identified to contain asbestos equal to, or less than, one percent asbestos are considered by definition to be non- ACM. The location(s) of all ACM identified within and, on the structures, can be ascertained by referencing the room descriptions listed in the “Location” column of the tables. Based on the information gathered during this assessment, the following summary of asbestos and non-asbestos findings and conclusions is presented:

Table 1.1
Summary of Asbestos Analytical Results

Address	Sampled Material	Percent Asbestos	Quantity	Location
245 McClellandtown Rd	Aircell Pipe Insulation	20% Chrysotile	2,500 LF	Main Building Above Classrooms, Offices, and all Miscellanies Rooms.
	Mudded Fitting Insulation	12% Chrysotile	100 Fittings	Main Building Above Classrooms, Offices, and all Miscellanies Rooms
	Tar Patch	5.5% Chrysotile (Point Count)	5 SF	Garage Rear Corner

Based on the information gathered, the following summary of asbestos and/or non-asbestos findings and conclusions is presented:

- Of the 33 suspect homogeneous areas encountered; 103 asbestos bulk samples (including layers) were collected and submitted to the laboratory to be analyzed.

- Of these, the **Aircell Pipe Insulation (HA 11), Mudded Fitting Insulation (HA 12), and Tar Patch (HA 21)** tested as containing asbestos greater than one percent.

RECOMMENDATIONS

The US EPA requires that regulated ACM be removed from a structure for quantities greater than 160 square feet or 260 linear feet. Therefore, ACM at the former Uniontown Army Reserve Buildings is required to be abated prior to demolition of the structures. The abatement and demolition contractor are required to notify the PADEP and the USEPA using the Commonwealth of Pennsylvania Form 2700-FM-BAQ0021 “Asbestos Abatement and Demolition/Renovation Notification Form” ten (10) business days prior to demolition activities.

Additional pipe and fitting insulation may exist inside inaccessible wall cavities, floor cavities, and pipe chases.

HAZARDOUS MATERIALS SURVEY

The hazardous materials survey was conducted concurrently with the asbestos inspection. The hazardous/environmentally regulated materials survey portion of this investigation involved the identification and inventory of any items, components, and containers potentially containing hazardous/environmentally regulated materials within and/or on the exterior of the structures. These materials include, but are not limited to, thermostats, fluorescent lighting, light ballasts, batteries, ozone-depleting components, stored pesticides, chemicals, oils, paints, solvents, etc. Additionally, electronic wastes, were also cataloged. Sampling of these items or the contents of these items was not performed and the assumption of the presence of hazardous/environmentally regulated materials was based on inspector experience and knowledge.

The survey of the structure identified potentially hazardous/environmentally regulated materials as being present. These materials are listed below and in the enclosed "Summary of Hazardous/Environmentally Regulated" materials.

MATERIALS	ESTIMATED QUANTITY	LOCATION
Fire Extinguishers	9	Throughout Main Building/Garage
Exit Signs	11	Throughout Main Building/Garage
4' Florescent Bulbs	165	Throughout Main Building/Garage
AC Units	9	Throughout Main Building
Thermostats	7	Throughout Main Building
Vending Machines	2	Main Building Garage
Mercury Bulbs	26	Garage Lighting
Computer Monitors	2	Records Room
Emergency Lights	7	Throughout Main Building/Garage
Heaters	5	Garage
Floor Wax Containers	3	Records Room
Comet Cleaner Containers	7	Supply Closet

RECOMMENDATIONS

It is recommended that all suspect hazardous/environmentally regulated materials identified be properly field characterized, containerized, prepared for shipment, manifested, and properly disposed of at a permitted facility prior to the demolition of the structure. All universal wastes, including fluorescent lamps and ballasts, shall be removed and disposed of in accordance with Pennsylvania Code Title 25, Chapter 266b "Universal Waste Program" and EPA Title 40, Part

273 Standards for Universal Waste Management. Certificates of disposal/recycling/destruction must be generated and produced by the remediation contractor and signed by a PTC representative as the generator, thus verifying proper disposition or recycling of these materials.

This report is accurate to the best knowledge of the inspectors. It must be reiterated that the investigation was limited to visible portions of the structures through limited demolition. Should suspect ACM materials beyond those identified in this inspection be encountered at any time in the future, Skelly and Loy recommends that they be treated as ACM until clarification by valid analytical methods is obtained. Skelly and Loy further recommends that all laws, regulations, and guidelines, governing waste disposal and the protection of human health and the environment be strictly adhered to when working with or near any confirmed or suspect ACM. The inspectors and Skelly and Loy assume no liability for financial or health consequences resulting from actions or lack of actions taken by clients as a result of this inspection.

If you have any questions or comments concerning the contents or interpretation of this letter report, please call Mr. Dan Davis at (412) 327-3320.

Sincerely,

SKELLY and LOY, Inc.

Daniel Durso
Environmental Technician

Enclosures
cc: R20-0369.000
File: 245 McClellandtown Rd ACM-Hazmat Report.doc

MASTER SUMMARY TABLE

254 McClellandtown Rd
Uniontown, PA

Structural Description	Materials	Quantity	% Asbestos	Location
Former Army Reserve Center Buildings	Aircell Pipe Insulation	2,500 LF	20% Chrysotile	Main Building Above Classrooms, Offices, and Miscellanies Rooms.
	Mudded Fitting Insulation	100 Fittings	12% Chrysotile	Main Building Above Classrooms, Offices, and Miscellanies Rooms.
	Tar Patch	5 SF	5.5% Chrysotile (Point Count)	Garage Rear Corner

Photographs



Exterior Front



Pipe Insulation



Mudded Fittings



Tar Patch

LIST OF HOMOGENOUS AREAS

Project Name: Former Uniontown Army Reserve Center
Project Number: R20-0369.000
Building Name: Former Army Reserve Buildings
Location: 254 McClellandtown Rd., Uniontown, PA

HA#	Material	Contain Asbestos?			Quantity
		Yes	No	Assumed	
1	12"x12" White Speckled Floor Tile		X		
2	12"x12" White Speckled Floor Tile Mastic		X		
3	6" Gray Cove Base		X		
4	6" Gray Cove Base Mastic		X		
5	4" Tan Cove Base		X		
6	4" Tan Cove Base Mastic		X		
7	4" Brown Cove Base		X		
8	4" Brown Cove Base Mastic		X		
9	Sheet Rock		X		
10	Joint Compound		X		
11	Aircell Pipe Insulation	X			2,500 LF
12	Mudded Fitting Insulation	X			100 Fittings
13	Plaster Top Coat		X		
14	Plaster Base Coat		X		
15	Flue Cement		X		
16	Window Caulk		X		
17	Red Roofing Shingle		X		
18	Shingle Tar Paper Underlayment		X		
19	Ceramic Floor Tile Grout		X		
20	Ceramic Wall Tile Grout		X		
21	Tar Patch	X			5 SF
22	2'x4' White Wormhole Ceiling Tile		X		
23	New Shingle Tar Paper		X		
24	Roofing Shingle		X		

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Project Name: Former Uniontown Army Reserve Center
Project Number: R20-0369.000
Building Name: Former Army Reserve Buildings
Location: 254 McClellandtown Rd., Uniontown, PA

HA#	Material	Contain Asbestos?			Quantity
		Yes	No	Assumed	
25	No Sample	NA	NA	NA	NA
26	White Exterior Mastic		X		
27	Roof Caulk		X		
28	Roof Sheetrock		X		
29	Joint Compound		X		
30	Room Divider		X		
31	New Plaster Top Coat		X		
32	New Plaster Base Coat		X		
33	Old Roof Tar		X		
34	Old Built Up Roofing		X		

SUSPECT ASBESTOS BULK SAMPLING FORMS

SKELLY AND LOY
A Terracon COMPANY

Suspect Asbestos Bulk Sampling Form

Project Name:	Former Uniontown Army Reserve Center	Project Number:	R20-0369.000
Building Name:	Former Army Reserve Buildings	Address:	254 McClellandtown Rd. - Uniontown, PA
Sampled By:	DLD/NJR	Date:	8/27/2020

Sample Number	Material	HA #	Location	% Asbestos
245M-01A	12”x12” White Speckled Floor Tile	01	Room 17	ND
245M-02A	12”x12” White Speckled Floor Tile	01	Room 13	ND
245M-03A	12”x12” White Speckled Floor Tile	01	Room 8	ND
245M-01B	12”x12” White Speckled Floor Tile Mastic	02	Room 17	ND
245M-02B	12”x12” White Speckled Floor Tile Mastic	02	Room 13	ND
245M-03B	12”x12” White Speckled Floor Tile Mastic	02	Room 8	ND
245M-04A	6” Gray Cove Base	03	Room 14	ND
245M-05A	6” Gray Cove Base	03	Room 8	ND
245M-06A	6” Gray Cove Base	03	Room 17	ND
245M-04B	6” Gray Cove Base Mastic	04	Room 14	ND
245M-05B	6” Gray Cove Base Mastic	04	Room 8	ND
245M-06B	6” Gray Cove Base Mastic	04	Room 17	ND
245M-07A	4” Tan Cove Base	05	Room 12	ND
245M-08A	4” Tan Cove Base	05	Room 12	ND
245M-09A	4” Tan Cove Base	05	Room 12	ND
245M-07B	4” Tan Cove Base Mastic	06	Room 12	ND
245M-08B	4” Tan Cove Base Mastic	06	Room 12	ND
245M-09B	4” Tan Cove Base Mastic	06	Room 12	ND
245M-10A	4” Brown Cove Base	07	Room 2A	ND
245M-11A	4” Brown Cove Base	07	Room 2B	ND
245M-12A	4” Brown Cove Base	07	Room 2C	ND
245M-10B	4” Brown Cove Base Mastic	08	Room 2A	ND
245M-11B	4”” Brown Cove Base Mastic	08	Room 2B	ND
245M-12B	4” Brown Cove Base Mastic	08	Room 2C	ND
245M-13	Sheet Rock	09	Room 17 Wall	ND
245M-14	Sheet Rock	09	Room 15 Wall	ND

*If first or any sample in a supplied group is positive, then all are assumed positive
ND – No Asbestos Detected

SKELLY AND LOY
A Terracon COMPANY

Suspect Asbestos Bulk Sampling Form

Project Name:	Former Uniontown Army Reserve Center	Project Number:	R20-0369.000
Building Name:	Former Army Reserve Buildings	Address:	254 McClellandtown Rd. - Uniontown, PA
Sampled By:	DLD/NJR	Date:	8/27/2020

Sample Number	Material	HA #	Location	% Asbestos
245M-15	Sheet Rock	09	Room 12 Ceiling	ND
245M-16	Joint Compound	10	Room 26	ND
245M-17	Joint Compound	10	Room 15	ND
245M-18	Joint Compound	10	Room 12	ND
245M-19	Aircell Pipe Insulation	11	Throughout Building (Above Ceiling)	20% Chrysotile
245M-20	Aircell Pipe Insulation	11	Throughout Building (Above Ceiling)	*
245M-21	Aircell Pipe Insulation	11	Throughout Building (Above Ceiling)	*
245M-22	Mudded Fitting Insulation	12	Electrical Room	12% Chrysotile
245M-23	Mudded Fitting Insulation	12	Electrical Room	*
245M-24	Mudded Fitting Insulation	12	Electrical Room	*
245M-25A	Plaster Top Coat	13	Room 17 Ceiling	ND
245M-26A	Plaster Top Coat	13	Room 17 Ceiling	ND
245M-27A	Plaster Top Coat	13	Room 19 Ceiling	ND
245M-28A	Plaster Top Coat	13	Room 19 Ceiling	ND
245M-29A	Plaster Top Coat	13	Room 20 Ceiling	ND
245M-25B	Plaster Base Coat	14	Room 17 Ceiling	ND
245M-26B	Plaster Base Coat	14	Room 17 Ceiling	ND
245M-27B	Plaster Base Coat	14	Room 19 Ceiling	ND
245M-28B	Plaster Base Coat	14	Room 19 Ceiling	ND
245M-29B	Plaster Base Coat	14	Room 20 Ceiling	ND
245M-30	Flue Cement	15	Boiler Room	ND
245M-31	Flue Cement	15	Boiler Room	ND
245M-32	Flue Cement	15	Boiler Room	ND
245M-33	Window Caulk	16	Exterior Windows	ND
245M-34	Window Caulk	16	Exterior Windows	ND

*If first or any sample in a supplied group is positive, then all are assumed positive
ND – No Asbestos Detected

SKELLY AND LOY
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Suspect Asbestos Bulk Sampling Form

Project Name:	Former Uniontown Army Reserve Center	Project Number:	R20-0369.000
Building Name:	Former Army Reserve Buildings	Address:	254 McClellandtown Rd. - Uniontown, PA
Sampled By:	DLD/NJR	Date:	8/27/2020

Sample Number	Material	HA #	Location	% Asbestos
245M-35	Window Caulk	16	Exterior Windows	ND
245M-36	Red Roofing Shingle	17	Main Roof	ND
245M-37	Red Roofing Shingle	17	Main Roof	ND
245M-38	Red Roofing Shingle	17	Main Roof	ND
245M-39	Shingle Tar Paper Underlayment	18	Main Roof	ND
245M-40	Shingle Tar Paper Underlayment	18	Main Roof	ND
245M-41	Shingle Tar Paper Underlayment	18	Main Roof	ND
245M-42	Ceramic Floor Tile Grout	19	Bathroom	ND
245M-43	Ceramic Floor Tile Grout	19	Bathroom	ND
245M-44	Ceramic Floor Tile Grout	19	Bathroom	ND
245M-45	Ceramic Wall Tile Grout	20	Bathroom	ND
245M-46	Ceramic Wall Tile Grout	20	Bathroom	ND
245M-47	Ceramic Wall Tile Grout	20	Bathroom	ND
245M-48	Tar Patch	21	Garage Rear Corner	5.5% Chrysotile (Point Count)
245M-49	Tar Patch	21	Garage Rear Corner	*
245M-50	Tar Patch	21	Garage Rear Corner	*
245M-51	2'x4' White Wormhole Ceiling Tile	22	Room 28	ND
245M-52	2'x4' White Wormhole Ceiling Tile	22	Room 28	ND
245M-53	2'x4' White Wormhole Ceiling Tile	22	Room 28	ND
245M-54	New Shingle Tar Paper	23	Main Roof	ND
245M-55	New Shingle Tar Paper	23	Main Roof	ND
245M-56	New Shingle Tar Paper	23	Main Roof	ND
245M-57	Roofing Shingle	24	Shed	ND
245M-58	Roofing Shingle	24	Shed	ND
245M-59	Roofing Shingle	24	Shed	ND

*If first or any sample in a supplied group is positive, then all are assumed positive
ND – No Asbestos Detected

SKELLY AND LOY
A Terracon COMPANY

Suspect Asbestos Bulk Sampling Form

Project Name: Former Uniontown Army Reserve Center
Project Number: R20-0369.000
Building Name: Former Army Reserve Buildings
Address: 254 McClellandtown Rd. - Uniontown, PA
Sampled By: DLD/NJR
Date: 8/27/2020

Sample Number	Material	HA #	Location	% Asbestos
245M-60	No Sample	NA	NA	NA
245M-61	No Sample	NA	NA	NA
245M-62	No Sample	NA	NA	NA
245M-63	White Exterior Mastic	26	Exterior of Building	ND
245M-64	White Exterior Mastic	26	Exterior of Building	ND
245M-65	White Exterior Mastic	26	Exterior of Building	ND
245M-66	Roof Caulk	27	Main Roof	ND
245M-67	Roof Caulk	27	Main Roof	ND
245M-68	Roof Caulk	27	Main Roof	ND
245M-69	Roof Sheetrock	28	Main Roof	ND
245M-70	Roof Sheetrock	28	Main Roof	ND
245M-71	Roof Sheetrock	28	Main Roof	ND
245M-72	Joint Compound	29	Main Roof	ND
245M-73	Joint Compound	29	Main Roof	ND
245M-74	Joint Compound	29	Main Roof	ND
245M-75	Room Divider	30	Room 17	ND
245M-76	Room Divider	30	Room 17	ND
245M-77	Room Divider	30	Room 17	ND
245M-73A	New Plaster Top Coat	31	Bathroom Ceiling	ND
245M-74A	New Plaster Top Coat	31	Bathroom Ceiling	ND
245M-75A	New Plaster Top Coat	31	Bathroom Ceiling	ND
245M-73B	New Plaster Base Coat	32	Bathroom Ceiling	ND
245M-74B	New Plaster Base Coat	32	Bathroom Ceiling	ND
245M-75B	New Plaster Base Coat	32	Bathroom Ceiling	ND
245M-76-1	Old Roof Tar	33	Sub Roof	ND
245M-77-1	Old Roof Tar	33	Sub Roof	ND

*If first or any sample in a supplied group is positive, then all are assumed positive
ND – No Asbestos Detected

SKELLY AND LOY
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Suspect Asbestos Bulk Sampling Form

Project Name:	Former Uniontown Army Reserve Center	Project Number:	R20-0369.000
Building Name:	Former Army Reserve Buildings	Address:	254 McClellandtown Rd. - Uniontown, PA
Sampled By:	DLD/NJR	Date:	8/27/2020

Sample Number	Material	HA #	Location	% Asbestos
245M-78-1	Old Roof Tar	33	Sub Roof	ND
245M-79	Old Built Up Roofing	34	Sub Roof	ND
245M-80	Old Built Up Roofing	34	Sub Roof	ND
245M-81	Old Built Up Roofing	34	Sub Roof	ND

*If first or any sample in a supplied group is positive, then all are assumed positive
ND – No Asbestos Detected

ASBESTOS SITE PHOTOGRAPH INFORMATION

Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Exterior Front	**Location:**	254 McClellandtown Rd, Uniontown PA.
Photograph No:	01	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Exterior Left	**Location:**	254 McClellandtown Rd, Uniontown PA.
Photograph No:	02	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Exterior Rear	**Location:**	254 McClellandtown Rd, Uniontown PA.
Photograph No:	03	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Exterior Right	**Location:**	254 McClellandtown Rd, Uniontown PA.
Photograph No:	04	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Garage	**Location:**	254 McClellandtown Rd, Uniontown PA.
Photograph No:	05	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Shed	**Location:**	254 McClellandtown Rd, Uniontown PA.
Photograph No:	06	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Aircell Pipe Insulation	**Location:**	Main Building Above Classrooms, Offices, and Miscellaneous Rooms
Photograph No:	07	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Mudded Fitting Insulation	**Location:**	Main Building Above Classrooms, Offices, and Miscellaneous Rooms
Photograph No:	08	**Date:**	8/27/2020
Photographer:	DLD		



Project Name:	Uniontown Reserve Buildings	**Project Number:**	R20-0369.000
Description:	Tar Patch	**Location:**	Garage Rear Corner
Photograph No:	09	**Date:**	8/27/2020
Photographer:	DLD		



SUMMARY OF HAZARDOUS/ENVIRONMENTALLY REGULATED MATERIAL

PRE-DEMOLITION ASBESTOS AND HAZARDOUS/
ENVIRONMENTALLY REGULATED MATERIALS INSPECTION
245 MCCLEANDTOWN RD
UNIONTOWN, PA
SUMMARY OF HAZARDOUS/ENVIRONMENTALLY REGULATED MATERIALS

MATERIALS	ESTIMATED QUANTITY	LOCATION
Fire Extinguishers	9	Throughout Main Building/Garage
Exit Signs	11	Throughout Main Building/Garage
4’ Florescent Bulb	165	Throughout Main Building/Garage
AC Units	9	Throughout Main Building
Thermostat	7	Throughout Main Building
Vending Machine	2	Main Building Garage
Mercury Bulb	26	Garage Lighting
Computer Monitor	2	Records Room
Emergency Light	7	Throughout Main Building/Garage
Heater	5	Garage
Floor Wax Gallon Container	3	Records Room
Comet Cleaner	7	Supply Closet

Hazardous Materials Photographs



Fire Extinguisher



Exit Sign



4’ Florescent Bulb



AC Unit



Thermostat



Vending Machine



Mercury Bulb



Computer Monitor



Emergency Lights



Heater



Floor Wax



Comet Cleaner

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Newark, DE19713-5817
Tel. (302)737-3376 Fax (302) 737-5764

Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: EPA/600/R-93/116 in conjunction with Batta SOP

Report Date: 09/09/20

Sampling Data

BLI Project #: R100715
Project Name: SKELLY & LOY INC- R20-0369.00.2.00 UNIONTOWN ARMY RESERVE

Date Sampled: 08/29/20
Sampled By: CLIENT
Date Analyzed: 09/09/20

Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155036	245M-01A	n/a	Floor Tile	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155037	245M-01B	n/a	Mastic	n/a	Soft Homogeneous	Yellow	1% Synthetic Fiber 99% Non-fibrous Material	No Asbestos Found
1155038	245M-02A	n/a	Floor Tile	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155039	245M-02B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155040	245M-03A	n/a	Floor Tile	n/a	Firm Homogeneous	White	1% Synthetic Fiber 99% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: PMG and JJF

REVIEWED BY: AY

QA/QC Officer/Signatory

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*This report does not constitute endorsement by NVLAP and/or any other US government agencies.

*The test data pertain only to the items tested. No assumptions or conclusions should be made to materials or samples not analyzed. Furthermore, Batta Laboratories, LLC assumes no responsibility for the accuracy of results influenced by the use of improper collection techniques or equipment.

*Organically-bound, nonfriable material may interfere with the accurate and reproducible quantification of asbestos. In these cases, the EPA recommends further analysis by a matrix-reduction method. Batta recommends the NY ELAP Item 198.6/198.4 over the Chatfield method. When point count techniques are utilized on organically-bound, nonfriable materials without the EPA-recommended matrix reduction steps, Batta Laboratories assumes no responsibility regarding the accuracy or precision associated with these results. In these cases, Batta employs a modified version of the EPA point count method.

*WRTA refers to a group of fibrous Amphiboles typically associated with 'Libby Amphibole'. Within this classification are: winchite, richterite, tremolite, and actinolite.

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: EPA/600/R-93/116 in conjunction with Batta SOP

Report Date: 09/09/20

Sampling Data

BLI Project #: R100715
Project Name: SKELLY & LOY INC- R20-0369.00.2.00 UNIONTOWN ARMY RESERVE

Date Sampled: 08/29/20
Sampled By: CLIENT
Date Analyzed: 09/09/20

Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155041	245M-03B	n/a	Mastic	n/a	Soft Homogeneous	Tan	2% Synthetic Fiber 98% Non-fibrous Material	No Asbestos Found
1155042	245M-04A	n/a	Base Cove	n/a	Firm Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155043	245M-04B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155044	245M-05A	n/a	Base Cove	n/a	Firm Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155045	245M-05B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: PMG and JJF

REVIEWED BY: AY

QA/QC Officer/Signatory

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*WRTA refers to a group of fibrous Amphiboles typically associated with 'Libby Amphibole'. Within this classification are: winchite, richterite, tremolite, and actinolite.

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: EPA/600/R-93/116 in conjunction with Batta SOP

Report Date: 09/09/20

Sampling Data

Date Sampled: 08/29/20
BLI Project #: R100715
Sampled By: CLIENT
Project Name: SKELLY & LOY INC- R20-0369.00.2.00 UNIONTOWN ARMY RESERVE
Date Analyzed: 09/09/20

Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155046	245M-06A	n/a	Base Cove	n/a	Firm Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155047	245M-06B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155048	245M-07A	n/a	Base Cove	n/a	Firm Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155049	245M-07B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155050	245M-08A	n/a	Base Cove	n/a	Firm Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

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Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: PMG and JJF

REVIEWED BY: AY

QA/QC Officer/Signatory

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1155051	245M-08B	n/a	Mastic	n/a	Fibrous Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155052	245M-09A	n/a	Base Cove	n/a	Firm Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155053	245M-09B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155054	245M-10A	n/a	Base Cove	n/a	Firm Homogeneous	Brown	1% Cellulose 99% Non-fibrous Material	No Asbestos Found
1155055	245M-10B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found

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1155056	245M-11A	n/a	Base Cove	n/a	Firm Homogeneous	Brown	100% Non-fibrous Material	No Asbestos Found
1155057	245M-11B	n/a	Mastic	n/a	Soft Homogeneous	Tan	2% Cellulose 98% Non-fibrous Material	No Asbestos Found
1155058	245M-12A	n/a	Base Cove	n/a	Firm Homogeneous	Brown	1% Cellulose 99% Non-fibrous Material	No Asbestos Found
1155059	245M-12B	n/a	Mastic	n/a	Soft Homogeneous	Tan	100% Non-fibrous Material	No Asbestos Found
1155060	245M-13	n/a	Sheetrock	n/a	Soft Heterogeneous	Gray	5% Cellulose 2% Synthetic Fiber 93% Non-fibrous Material	No Asbestos Found

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155061	245M-14	n/a	Sheetrock	n/a	Soft / Heterogeneous	Gray	5% Cellulose 3% Synthetic Fiber 92% Non-fibrous Material	No Asbestos Found
1155062	245M-15	n/a	Sheetrock	n/a	Soft / Heterogeneous	Gray	5% Cellulose 4% Synthetic Fiber 91% Non-fibrous Material	No Asbestos Found
1155063	245M-16	n/a	Joint Compound	n/a	Soft / Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155064	245M-17	n/a	Joint Compound	n/a	Soft / Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155065	245M-18	n/a	Joint Compound	n/a	Soft / Homogeneous	White	100% Non-fibrous Material	No Asbestos Found

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Lab Sample#	Client Sample#		Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155066	245M-19		n/a	Insulation	n/a	Fibrous Paper-like Heterogeneous	Gray White	15% Synthetic Fiber 20% Cellulose 45% Non-fibrous Material	20% Chrysotile Total Asbestos = 20%
1155067	245M-20	**	n/a	Insulation	n/a				Sample Not Analyzed (positive stop rules)
1155068	245M-21	**	n/a	Insulation	n/a				Sample Not Analyzed (positive stop rules)
1155069	245M-22		n/a	Fitting	n/a	Fibrous Soft Heterogeneous	Gray	88% Non-fibrous Material	12% Chrysotile Total Asbestos = 12%
1155070	245M-23	**	n/a	Fitting	n/a				Sample Not Analyzed (positive stop rules)

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1155071	245M-24 **	n/a	Fitting	n/a				Sample Not Analyzed (positive stop rules)
1155072	245M-25A	n/a	Plaster Skim	n/a	Soft Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155073	245M-25B	n/a	Plaster Base	n/a	Cementic Heterogeneous	Gray	1% Cellulose 99% Non-fibrous Material	No Asbestos Found
1155074	245M-26A	n/a	Plaster Skim	n/a	Soft Heterogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155075	245M-26B	n/a	Plaster Base	n/a	Cementic Heterogeneous	Gray	1% Cellulose 99% Non-fibrous Material	No Asbestos Found

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1155076	245M-27A	n/a	Plaster Skim	n/a	Soft Homogeneous	White	2% Cellulose 98% Non-fibrous Material	No Asbestos Found
1155077	245M-27B	n/a	Plaster Base	n/a	Cementic Heterogeneous	Gray	1% Cellulose 1% Synthetic Fiber 98% Non-fibrous Material	No Asbestos Found
1155078	245M-28A	n/a	Plaster Skim	n/a	Soft Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155079	245M-28B	n/a	Plaster Base	n/a	Cementic Heterogeneous	Gray	1% Cellulose 1% Synthetic Fiber 98% Non-fibrous Material	No Asbestos Found
1155080	245M-29A	n/a	Plaster Skim	n/a	Soft Homogeneous	White	100% Non-fibrous Material	No Asbestos Found

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NVLAP Lab Code: 101032-0

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Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: EPA/600/R-93/116 in conjunction with Batta SOP

Report Date: 09/09/20

Sampling Data

BLI Project #: R100715
Project Name: SKELLY & LOY INC- R20-0369.00.2.00 UNIONTOWN ARMY RESERVE

Date Sampled: 08/29/20
Sampled By: CLIENT
Date Analyzed: 09/09/20

Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155081	245M-29B	n/a	Plaster Base	n/a	Cementic Heterogeneous	Gray	1% Cellulose 1% Synthetic Fiber 98% Non-fibrous Material	No Asbestos Found
1155082	245M-30	n/a	Flue Cement	n/a	Cementic Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155083	245M-31	n/a	Flue Cement	n/a	Cementic Homogeneous	Gray	1% Synthetic Fiber 99% Non-fibrous Material	No Asbestos Found
1155084	245M-32	n/a	Flue Cement	n/a	Cementic Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155085	245M-33	n/a	Caulk	n/a	Soft Homogeneous	Gray	3% Cellulose 97% Non-fibrous Material	No Asbestos Found

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Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: PMG and JJF

REVIEWED BY: AY

QA/QC Officer/Signatory

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155086	245M-34	n/a	Caulk	n/a	Soft Homogeneous	Gray	4% Cellulose 96% Non-fibrous Material	No Asbestos Found
1155087	245M-35	n/a	Caulk	n/a	Soft Homogeneous	Gray	3% Cellulose 97% Non-fibrous Material	No Asbestos Found
1155088	245M-36	n/a	Roofing Shingles	n/a	Granular Fibrous Soft Heterogeneous	Black	15% Fiber Glass 85% Non-fibrous Material	No Asbestos Found
1155089	245M-37	n/a	Roofing Shingles	n/a	Granular Fibrous Soft Heterogeneous	Black	13% Fiber Glass 87% Non-fibrous Material	No Asbestos Found
1155090	245M-38	n/a	Roofing Shingles	n/a	Granular Fibrous Soft Heterogeneous	Black	15% Fiber Glass 85% Non-fibrous Material	No Asbestos Found

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Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155091	245M-39	n/a	Roofing Tar Paper	n/a	Fibrous Soft Heterogeneous	Black	60% Cellulose 40% Non-fibrous Material	No Asbestos Found
1155092	245M-40	n/a	Roofing Tar Paper	n/a	Fibrous Soft Heterogeneous	Black	65% Cellulose 35% Non-fibrous Material	No Asbestos Found
1155093	245M-41	n/a	Roofing Tar Paper	n/a	Fibrous Soft Heterogeneous	Black	62% Cellulose 38% Non-fibrous Material	No Asbestos Found
1155094	245M-42	n/a	Grout	n/a	Granular Heterogeneous	White	1% Cellulose 99% Non-fibrous Material	No Asbestos Found
1155095	245M-43	n/a	Grout	n/a	Granular Heterogeneous	White	1% Cellulose 99% Non-fibrous Material	No Asbestos Found

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Sample ID		Client-supplied Data			Analytical Data		Reported Results		
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components	
1155096	245M-44	n/a	Grout	n/a	Granular Heterogeneous	White	1% Cellulose 99% Non-fibrous Material	No Asbestos Found	
1155097	245M-45	n/a	Grout	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found	
1155098	245M-46	n/a	Grout	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found	
1155099	245M-47	n/a	Grout	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found	
1155100	245M-48	n/a	Tar	n/a	Firm Homogeneous	Black Gray	94.5% Non-fibrous Material	5.5% Chrysotile Total Asbestos = 5.5%	Point Count

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Sample ID			Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#		Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155101	245M-49	**	n/a	Tar	n/a				Sample Not Analyzed (positive stop rules)
1155102	245M-50	**	n/a	Tar	n/a				Sample Not Analyzed (positive stop rules)
1155103	245M-51		n/a	Ceiling Tile	n/a	Fibrous Homogeneous	Gray	60% Cellulose 20% Mineral Wool 20% Non-fibrous Material	No Asbestos Found
1155104	245M-52		n/a	Ceiling Tile	n/a	Fibrous Homogeneous	Gray	60% Cellulose 20% Mineral Wool 20% Non-fibrous Material	No Asbestos Found
1155105	245M-53		n/a	Ceiling Tile	n/a	Fibrous Homogeneous	Gray	60% Cellulose 20% Mineral Wool 20% Non-fibrous Material	No Asbestos Found

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** This sample was not analyzed for reasons noted in the far right column. Batta Labs, LLC will not charge clients for samples not analyzed. Please contact Batta if charged in error.

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155106	245M-54	n/a	Tar Paper	n/a	Fibrous Homogeneous	Black	25% Fiber Glass 75% Non-fibrous Material	No Asbestos Found
1155107	245M-55	n/a	Tar Paper	n/a	Fibrous Homogeneous	Black	30% Fiber Glass 70% Non-fibrous Material	No Asbestos Found
1155108	245M-56	n/a	Tar Paper	n/a	Fibrous Homogeneous	Black	30% Fiber Glass 70% Non-fibrous Material	No Asbestos Found
1155109	245M-57	n/a	Shingle	n/a	Fibrous Firm Homogeneous	Black	20% Fiber Glass 80% Non-fibrous Material	No Asbestos Found
1155110	245M-58	n/a	Shingle	n/a	Fibrous Firm Homogeneous	Black	20% Fiber Glass 80% Non-fibrous Material	No Asbestos Found

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1155111	245M-59	n/a	Shingle	n/a	Fibrous Firm Homogeneous	Black	20% Fiber Glass 80% Non-fibrous Material	No Asbestos Found
1155112	245M-63	n/a	Mastic	n/a	Soft Homogeneous	Yellow	100% Non-fibrous Material	No Asbestos Found
1155113	245M-64	n/a	Mastic	n/a	Soft Homogeneous	Yellow	100% Non-fibrous Material	No Asbestos Found
1155114	245M-65	n/a	Mastic	n/a	Soft Homogeneous	Yellow	100% Non-fibrous Material	No Asbestos Found
1155115	245M-66	n/a	Caulk	n/a	Soft Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found

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Test Method: EPA/600/R-93/116 in conjunction with Batta SOP

Report Date: 09/09/20

Sampling Data

BLI Project #: R100715
Project Name: SKELLY & LOY INC- R20-0369.00.2.00 UNIONTOWN ARMY RESERVE

Date Sampled: 08/29/20
Sampled By: CLIENT
Date Analyzed: 09/09/20

Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155116	245M-67	n/a	Caulk	n/a	Soft Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155117	245M-68	n/a	Caulk	n/a	Soft Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155118	245M-69	n/a	Sheetrock	n/a	Fibrous Homogeneous	Gray Brown	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1155119	245M-70	n/a	Sheetrock	n/a	Fibrous Homogeneous	Gray Brown	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1155120	245M-71	n/a	Sheetrock	n/a	Fibrous Homogeneous	Gray Brown	15% Cellulose 85% Non-fibrous Material	No Asbestos Found

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Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: PMG and JJF

REVIEWED BY: AY

QA/QC Officer/Signatory

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NY ELAP LAB# 11993 for PCM, PLM, TEM & Lead

batta LABORATORIES

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

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Date Sampled: 08/29/20
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Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155121	245M-72	n/a	Joint Compound	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155122	245M-73	n/a	Joint Compound	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155123	245M-74	n/a	Joint Compound	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155124	245M-75	n/a	Room Divider	n/a	Fibrous Homogeneous	White	65% Synthetic Fiber 35% Non-fibrous Material	No Asbestos Found
1155125	245M-76	n/a	Room Divider	n/a	Fibrous Homogeneous	White	65% Synthetic Fiber 35% Non-fibrous Material	No Asbestos Found

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ANALYST: PMG and JJF

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Date Sampled: 08/29/20
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Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155126	245M-77	n/a	Room Divider	n/a	Fibrous Homogeneous	White	65% Synthetic Fiber 35% Non-fibrous Material	No Asbestos Found
1155127	245M-73A	n/a	Plaster Skim	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155128	245M-73B	n/a	Plaster Base	n/a	Firm Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155129	245M-74A	n/a	Plaster Skim	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155130	245M-74B	n/a	Plaster Base	n/a	Firm Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found

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Date Sampled: 08/29/20
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Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155131	245M-75A	n/a	Plaster Skim	n/a	Firm Homogeneous	White	100% Non-fibrous Material	No Asbestos Found
1155132	245M-75B	n/a	Plaster Base	n/a	Firm Homogeneous	Gray	100% Non-fibrous Material	No Asbestos Found
1155133	245M-76	n/a	Tar	n/a	Firm Homogeneous	Black	10% Cellulose 90% Non-fibrous Material	No Asbestos Found
1155134	245M-77	n/a	Tar	n/a	Firm Homogeneous	Black	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1155135	245M-78	n/a	Tar	n/a	Firm Homogeneous	Black	10% Cellulose 90% Non-fibrous Material	No Asbestos Found

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Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1155136	245M-79	n/a	Roofing Material	n/a	Firm Homogeneous	Black	10% Cellulose 90% Non-fibrous Material	No Asbestos Found
1155137	245M-80	n/a	Roofing Material	n/a	Firm Homogeneous	Black	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1155138	245M-81	n/a	Roofing Material	n/a	Firm Homogeneous	Black	15% Cellulose 85% Non-fibrous Material	No Asbestos Found

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R100715

Chain of Custody Record/ Request for Analysis

1155036 - 138

Project: Uniontown Army Reserve - R20-0369.000.2.00
Sample No.(s): 245M-01AB to 245M-81

Project Manager: DJD

Skelly and Loy
3280 William Pitt Way
Pittsburgh, PA 15238
Phone: (412) 828-1412 (Send report and bill to the above Project Manager)
Fax: (412) 828-1475

Date Report Required: 5 day
Turn Around Time: 5 day
Sample Disposal: Return to Client
Disposed of by Laboratory after 30 Days X
Special Instructions: Positive stop. Email results to: DParis@skellyloy.com, NRuhl@skellyloy.com, or DOurso@skellyloy.com

Date Sampled: 8-29-2020
Location of Sampling: Uniontown

Collectors Name: Nathaniel Ruhl
(Print Name)

Type of Material Sampled: (Bulk Sample(s)) Airborne Asbestos Airborne Lead Sample(s)
Other:
Form of Analysis: (PLM) PCM TEM AA TCLP SEM Other:
Laboratory Destination: Batta Laboratories

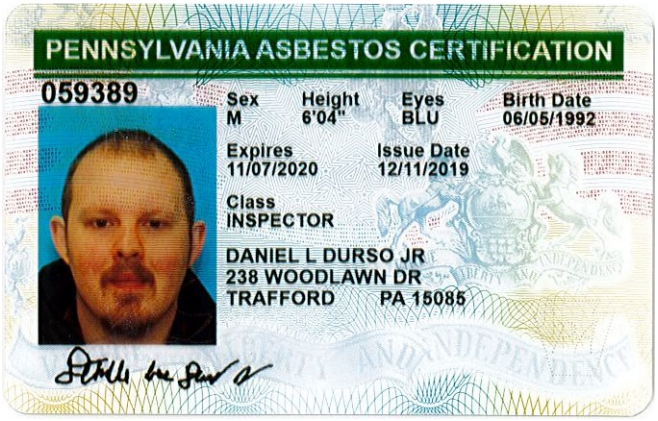
Chain of Custody:

Relinquished By:	1. Nathaniel Ruhl	Signature	Env. Tech. Title	8-29-2020 Inclusive Dates
Received By:	2. JES	Signature	Title	9/1/20 1030 Inclusive Dates
Relinquished By:	3.	Signature	Title	Inclusive Dates
Received By:	4.	Signature	Title	Inclusive Dates

INSPECTOR'S LICENSES

PENNSYLVANIA ASBESTOS CERTIFICATION
-INSPECTOR-

SKELLY AND LOY, INC.
ENGINEERING-ENVIRONMENTAL CONSULTANTS
3280 William Pitt Way
Pittsburgh, PA 15238

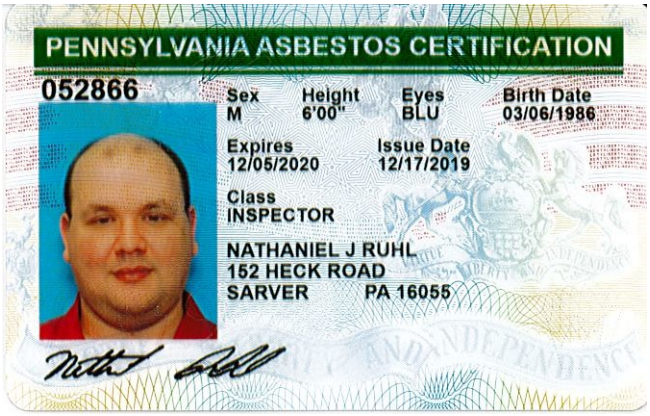


Daniel Durso
Environmental Technician

PA Asbestos Certification:	059389
Issued:	December 12, 2019
Expiration:	November 07, 2020

PENNSYLVANIA ASBESTOS CERTIFICATION
-INSPECTOR-

SKELLY AND LOY, INC.
ENGINEERING-ENVIRONMENTAL CONSULTANTS
3280 William Pitt Way
Pittsburgh, PA 15238



Nathaniel Ruhl
Technician

PA Asbestos Certification:	052866
Issued:	December 17,2019
Expiration:	December 5, 2020

NATIONWIDE STANDARD CONSERVATION MEASURES

Listed below are effective measures that should be employed at all project development sites nationwide with the goal of reducing impacts to birds and their habitats. These measures are grouped into three categories: General, Habitat Protection, and Stressor Management. These measures may be updated through time. We recommend checking the Conservation Measures website regularly for the most up-to-date list.

1. General Measures

a. Educate all employees, contractors, and/or site visitors of relevant rules and regulations that protect wildlife. See the Service webpage on Regulations and Policies for more information on regulations that protect migratory birds.

b. Prior to removal of an inactive nest, ensure that the nest is not protected under the Endangered Species Act (ESA) or the Bald and Golden Eagle Protection Act (BGEPA). Nests protected under ESA or BGEPA cannot be removed without a valid permit.
   i. See the Service Nest Destruction Policy

c. Do not collect birds (live or dead) or their parts (e.g., feathers) or nests without a valid permit. Please visit the Service permits page for more information on permits and permit applications.

d. Provide enclosed solid waste receptacles at all project areas. Non-hazardous solid waste (trash) would be collected and deposited in the on-site receptacles. Solid waste would be collected and disposed of by a local waste disposal contractor. For more information about solid waste and how to properly dispose of it, see the EPA Non-Hazardous Waste website.

e. Report any incidental take of a migratory bird, to the local Service Office of Law Enforcement.

f. Consult and follow applicable Service industry guidance.

2. Habitat Protection

a. Minimize project creep by clearly delineating and maintaining project boundaries (including staging areas).

b. Consult all local, State, and Federal regulations for the development of an appropriate buffer distance between development site and any wetland or waterway. For more information on wetland protection regulations see the Clean Water Act sections 401 and 404.

c. Maximize use of disturbed land for all project activities (i.e., siting, lay-down areas, and construction).

d. Implement standard soil erosion and dust control measures. For example:
   i. Establish vegetation cover to stabilize soil
   ii. Use erosion blankets to prevent soil loss
   iii. Water bare soil to prevent wind erosion and dust issues

3. Stressor Management

Stressor: Vegetation Removal

Conservation Goal: Avoid direct take of adults, chicks, or eggs.

Conservation Measure 1: Schedule all vegetation removal, trimming, and grading of vegetated areas outside of the peak bird breeding season to the maximum extent practicable. Use available resources, such as internet-based tools (e.g., the FWS's Information, Planning and Conservation system and Avian Knowledge Network) to identify peak breeding months for local bird species; or, contact local Service Migratory Bird Program Office for breeding bird information.

Conservation Measure 2: When project activities cannot occur outside the bird nesting season, conduct surveys prior to scheduled activity to determine if active nests are present within the area of impact and buffer any nesting locations found during surveys.

1) Generally, the surveys should be conducted no more than five days prior to scheduled activity.
2) Timing and dimensions of the area to be surveyed vary and will depend on the nature of the project, location, and expected level of vegetation disturbance.
3) If active nests or breeding behavior (e.g., courtship, nest building, territorial defense, etc.) are detected during these surveys, no vegetation removal activities should be conducted until nestlings have fledged or the nest fails or breeding behaviors are no longer observed. If the activity must occur, establish a buffer zone around the nest and no activities will occur within that zone until nestlings have fledged and left the nest area. The dimension of the buffer zone will depend on the proposed activity, habitat type, and species present and should be coordinated with the local or regional Service office.
4) When establishing a buffer zone, construct a barrier (e.g., plastic fencing) to protect the area. If the fence is knocked down or destroyed, work will suspend wholly, or in part, until the fence is satisfactorily repaired.
5) When establishing a buffer zone, a qualified biologist will be present onsite to serve as a biological monitor during vegetation clearing and grading activities to ensure no take of migratory birds occurs. Prior to vegetation clearing, the monitor will ensure that the limits of construction have been properly staked and are readily identifiable. Any associated project activities that are inconsistent with the applicable conservation measures, and activities that may result in the take of migratory birds will be immediately halted and reported to the appropriate Service office within 24 hours.
6) If establishing a buffer zone is not feasible, contact the Service for guidance to minimize impacts to migratory birds associated with the proposed project or removal of an active nest. Active nests may only be removed if you receive a permit from your local Migratory Bird Permit Office. A permit may authorize active nest removal by a qualified biologist with bird handling experience or by a permitted bird rehabilitator.

Conservation Measure 3: Prepare a vegetation maintenance plan that outlines vegetation maintenance activities and schedules so that direct bird impacts do not occur.

Stressor: Invasive Species Introduction
Conservation Goal: Prevent the introduction of invasive plants.

Conservation Measure 1: Prepare a weed abatement plan that outlines the areas where weed abatement is required and the schedule and method of activities to ensure bird impacts are avoided.

Conservation Measure 2: For temporary and permanent habitat restoration/enhancement, use only native and local (when possible) seed and plant stock.

Conservation Measure 3: Consider creating vehicle wash stations prior to entering sensitive habitat areas to prevent accidental introduction of non-native plants.

Conservation Measure 4: Remove invasive/exotic species that pose an attractive nuisance to migratory birds.

Stressor: Artificial Lighting
Conservation Goal: Prevent increase in lighting of native habitats during the bird breeding season.

Conservation Measure 1: To the maximum extent practicable, limit construction activities to the time between dawn and dusk to avoid the illumination of adjacent habitat areas.

Conservation Measure 2: If construction activity time restrictions are not possible, use down shielding or directional lighting to avoid light trespass into bird habitat (i.e., use a 'Cobra' style light rather than an omnidirectional light system to direct light down to the roadbed). To the maximum extent practicable, while allowing for public safety, low intensity energy saving lighting (e.g. low pressure sodium lamps) will be used.

Conservation Measure 3: Minimize illumination of lighting on associated construction or operation structures by using motion sensors or heat sensors.

Conservation Measure 5: Bright white light, such as metal halide, halogen, fluorescent, mercury vapor and incandescent lamps should *not* be used.

Stressor: Human Disturbance
Conservation Goal: Minimize prolonged human presence near nesting birds during construction and maintenance actions.

Conservation Measure 1: Restrict unauthorized access to natural areas adjacent to the project site by erecting a barrier and/or avoidance buffers (e.g., gate, fence, wall) to minimize foot traffic and off-road vehicle uses.

Stressor: Collision

Conservation Goal: Minimize collision risk with project infrastructure and vehicles.

Conservation Measure 1: Minimize collision risk with project infrastructure (e.g., temporary and permanent) by increasing visibility through appropriate marking and design features (e.g., lighting, wire marking, etc.).

Conservation Measure 2: On bridge crossing areas with adjacent riparian, beach, estuary, or other bird habitat, use fencing or metal bridge poles (Sebastian Poles) that extend to the height of the tallest vehicles that will use the structure.

Conservation Measure 3: Install wildlife friendly culverts so rodents and small mammals can travel under any new roadways instead of over them. This may help reduce raptor deaths associated with being struck while tracking prey or scavenging road kill on the roadway.

Conservation Measure 4: Remove road-kill carcasses regularly to prevent scavenging and bird congregations along roadways.

Conservation Measure 5: Avoid planting "desirable" fruited or preferred nesting vegetation in medians or Rights of Way.

Conservation Measure 6: Eliminate use of steady burning lights on tall structures (e.g., >200 ft).

Stressor: Entrapment

Conservation Goal: Prevent birds from becoming trapped in project structures or perching and nesting in project areas that may endanger them.

Conservation Measure 1: Minimize entrapment and entanglement hazards through project design measures that may include:

1. Installing anti-perching devices on facilities/equipment where birds may commonly nest or perch
2. Covering or enclosing all potential nesting surfaces on the structure with mesh netting, chicken wire fencing, or other suitable exclusion material prior to the nesting season to prevent birds from establishing new nests. The netting, fencing, or other material must have no opening or mesh size greater than 19 mm and must be maintained until the structure is removed.
3. Cap pipes and cover/seal all small dark spaces where birds may enter and become trapped.

Conservation Measure 2: Use the appropriate deterrents to prevent birds from nesting on structures where they cause conflicts, may endanger themselves, or create a human health and safety hazard.

1. During the time that the birds are trying to build or occupy their nests (generally , between April and August, depending on the geographic location), potential nesting

surfaces should be monitored at least once every three days for any nesting activity, especially where bird use of structures is likely to cause take. It is permissible to remove non-active nests (without birds or eggs), partially completed nests, or new nests as they are built (prior to occupation). If birds have started to build any nests, the nests shall be removed before they are completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.

2. If an active nest becomes established (i.e., there are eggs or young in the nest), all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied. Construction activities that may displace birds after they have laid their eggs and before the young have fledged should not be permitted. If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, all netting shall be removed and properly disposed of.

Stressor: Noise

Conservation Goal: Prevent the increase in noise above ambient levels during the nesting bird breeding season.

Conservation Measure 1: Minimize an increase in noise above ambient levels during project construction by installing temporary structural barriers such as sand bags

Conservation Measure 2: Avoid permanent additions to ambient noise levels from the proposed project by using baffle boxes or sound walls.

Stressor: Chemical Contamination

Conservation Goal: Prevent the introduction of chemicals contaminants into the environment.

Conservation Measure 1: Avoid chemical contamination of the project area by implementing a Hazardous Materials Plan. For more information on hazardous waste and how to properly manage hazardous waste, see the EPA Hazardous Waste website.

Conservation Measure 2: Avoid soil contamination by using drip pans underneath equipment and containment zones at construction sites and when refueling vehicles or equipment.

Conservation Measure 3: Avoid contaminating natural aquatic and wetland systems with runoff by limiting all equipment maintenance, staging laydown, and dispensing of fuel, oil, etc., to designated upland areas.

Conservation Measure 4: Any use of pesticides or rodenticides shall comply with the applicable Federal and State laws.

1. Choose non-chemical alternatives when appropriate
2. Pesticides shall be used only in accordance with their registered uses and in accordance with the manufacturer's instructions to limit access to non-target species.

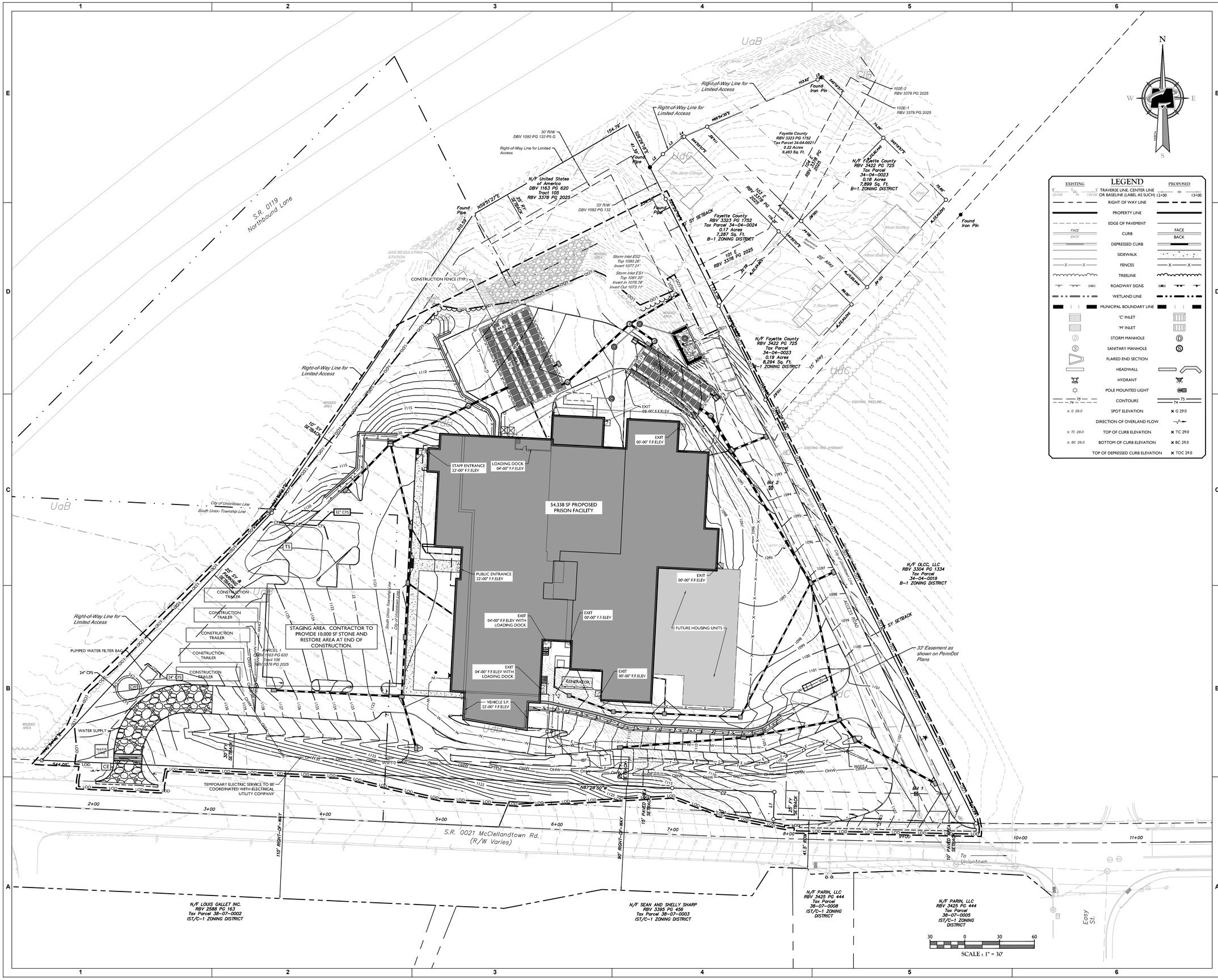
3. For general measures to reducing wildlife exposure to pesticides, see EPA's Pesticides: Environmental Effects website.

Stressor: Fire

Conservation Goal: Minimize fire potential from project-related activities.

Conservation Measure 1: Reduce fire hazards from vehicles and human activities (e.g., use spark arrestors on power equipment, avoid driving vehicles off road).

Conservation Measure 2: Consider fire potential when developing vegetation management plans by planting temporary impact areas with a palate of low-growing, sparse, fire resistant native species that meet with the approval of the County Fire Department and local FWS Office.



LEGEND

EXISTING		PROPOSED
12+00 PI 13+05	TRAVERSE LINE, CENTER LINE OR BASELINE (LABEL AS SUCH)	12+00 13+00
	RIGHT OF WAY LINE	
	PROPERTY LINE	
	EDGE OF PAVEMENT	
FACE / BACK	CURB	FACE / BACK
	DEPRESSED CURB	
	SIDEWALK	
X X	FENCES	X X
	TREELINE	
	ROADWAY SIGNS	
	WETLAND LINE	
	MUNICIPAL BOUNDARY LINE	
	"C" INLET	
	"H" INLET	
	STORM MANHOLE	D
S	SANITARY MANHOLE	S
	FLARED END SECTION	
	HEADWALL	
	HYDRANT	
	POLE MOUNTED LIGHT	
75 / 74	CONTOURS	75 / 74
× G 29.0	SPOT ELEVATION	× G 29.0
	DIRECTION OF OVERLAND FLOW	
× TC 29.0	TOP OF CURB ELEVATION	× TC 29.0
× BC 29.0	BOTTOM OF CURB ELEVATION	× BC 29.0
	TOP OF DEPRESSED CURB ELEVATION	× TDC 29.0

CDI L.R. Kimball

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Ebensburg, PA 15931
phone (814) 472-7700
web site www.lrkimball.com

PROJECT NAME:

FAYETTE COUNTY PRISON

254 McClellandtown Road
Uniontown, PA 15401

OWNER:

Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

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CONSULTANT

C. RICHARD ROSEBERRY
PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER - LICENSE NUMBER: PE44162-R
PROFESSIONAL

KEYPLAN

MARK	DATE	DESCRIPTION
1	01/15/21	CODE REVIEW

ISSUE:	12/03/2020
PROJECT NO:	FAY.U0002
CAD DWG FILE:	XXXXXXXX.dwg
DRAWN BY:	CJK
CHECKED BY:	CRR

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L.R. Kimball - Architecture and Engineering

LAND DEVELOPMENT PLANS

SITE LOGISTICS PLAN

C120 of C120

AGENCY REVIEW

LABOR STANDARDS PROVISIONS

The following clauses shall be made part of the contract documents for projects subject to the Davis-Bacon and Related Acts:

This project is subject to Pennsylvania Prevailing Minimum Wage Rates and therefore the actual wage rate information specifically referenced within the Davis Bacon Act is not applicable. All other information noted below is applicable. A copy of Pennsylvania Prevailing wage rates is included within the project manual.

(Section a) Davis-Bacon Act (40 U.S.C. 276a - 276a-7).

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section, also, regular contributions made or costs incurred for more than a weekly period (but less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during each weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records actually set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) This paragraph has been suspended indefinitely (58 FR 58955, Nov. 5, 1993).

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v) Additional Classifications.

(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment

Standards Administration, U.S. Department of Labor, Washington, D.C., 20210. The Administrator, or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding. The Agency or Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

RD Instruction 1940-C
Exhibit A
Page 3

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under paragraph (1)(iv) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) Payrolls.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency if the Agency is a party to the contract, but if the Agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (3)(i) of this section. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) of this section and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed in the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take

such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification,

fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraphs (1) through (10) of this section and such other clauses as the Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section.

(7) Contract termination: debarment. A breach of the contract clauses in this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general dispute's clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Contracting Officer, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001.

(Section b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidating damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding of unpaid wages and liquidating damages. The Agency or Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ooo

SECTION 004100 - BID FORM

Project Name: Fayette County Prison

Contract No. Proposed (check contract that applies; if bidding more than one contract, submit separate bid forms for each contract):

☐ Contract No. 3 - Sitework Construction

☐ Contract No. 4 - General Construction

☐ Contract No. 5 - Food Service Construction

☐ Contract No. 6 - Fire Protection Construction

☐ Contract No. 7 - Plumbing Construction

☐ Contract No. 8 - HVAC Construction

☐ Contract No. 9 - Electrical Construction

Bidder's Contact's Name and Title: _____

Doing Business as:
Contractor's / Bidder's Name: _____

Contact's Telephone Number: _____

Address: _____

In conformity with the Advertisement to Bid and per strict accordance to the Plans and Specifications as prepared by L. R. Kimball, 615 West Highland Avenue, Ebensburg, PA 15931**,** after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than five percent (5%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the Fayette County Commissioners 61 East Main Street, Uniontown, PA 15401 which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bond,

certificates of insurances, verifications forms and execute the Agreement within ten calendar (10) days from the date of issuance of the Notice of Intent to Award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. By submission of the this bid, the Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-Bid-Rigging Act of October 28, 1983 which certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Sum for the Performance Bond and Labor and Material Payment Bond, within calendar ten (10) days after mailing by the Owner of notice of intent to award, and to begin work with five (5) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay applicable sales and use taxes as well as all other applicable taxes, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as required upon the request of the Owner.

Bidders submit this proposal with the understanding that the work shall be substantially completed on or before January 30, 2023. The time for completion of the work of all contracts shall be considered as of the essence of this Contract.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work

in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof.

THE BID, as called for, is submitted as follows:

Item A. BASE BID:
For all Construction Work, complete, as shown and specified in the Contract Documents for the lump sum of:

_____

Dollars ($ _____)

Instructions for Alternates:

1. Alternate bid amounts will be either an add or a deduct dollar amount to/from the lump sum base bid.
2. Under the contract category being bid:
   a. Fill in the amount (ADD or Deduct) for the Alternate. Where "Add/Deduct" Alternates are indicated, cross off the option Not used.
   b. Failure to make clear on any of the bid forms, which option applies to the amount will by default makes the alternate an Add Alternate.
   An example for a deduct Alternate: ~~Add~~ / Deduct
   $_____
   c. If an alternate called for does not involve a change in Bidder's price, the Bidder shall so indicate by writing "No Change, None, Zero, 0, no cost, or N/A" in one of the spaces provided.
   d. "No Bid" is an acceptable entry but may be cause for rejection of bid. Failure to make an entry (i.e. leaving it blank) shall be conclusively

treated as an entry of “No Bid” for an alternate.

e. Leave spaces blank under the Prime Contract categories Not being bid by this Prime Contract.

ALTERNATES: (See Section 012300 for full description)

Alternate GC-1 -– Provide Precast Concrete full thickness in lieu of with cast in place concrete topping at rear mechanical cell chases.

ADD/DEDUCT _____ Dollars ($)

Alternate PLUM-1 - Plumbing Contractor to provide additional above ground radon piping.

ADD _____ Dollars ($)

Alternate FS-1 Food Service Equipment Contractor to delete Convection Steamer - item No. 36.

DEDUCT _____ Dollars ($)

Alternate FS-2 Food Service Equipment Contractor to delete Fryers with Filter and Heat Lamp – item No. 38.

DEDUCT _____ Dollars ($)

Alternate FS-3 Food Service Equipment Contractor to delete Blast Chiller / Shock Freezer – item No. 43.

DEDUCT _____ Dollars ($)

Alternate HVAC-1 - Add UV light option to each rooftop unit as indicated on mechanical drawings, sheet M201, Package RTU schedule.

ADD _____ Dollars ($)

Alternate HVAC-2 – Add fans for Radon System associated with Alt. PLUM- 1 and ELEC-2.

ADD _____ Dollars ($)

Alternate ELEC-1 - Delete video surveillance cameras from all Janitor Closets EXCEPT rooms FM115, FM118, FM128, and CS303.

DEDUCT _____ Dollars ($)

Alternate ELEC-2 - EC to provide an add alternate to provide associated electric to power the radon fans associated with Alt. PLUM- 1 and Alt HVAC-2.

ADD _____ Dollars ($)

UNIT PRICES The following unit prices should be multiplied by the quantity allowance provided in the Unit Price and Quantity Allowance Section 012750 and those amounts are to be included within each prime contractor's base bid.

Sitework Contractor Unit Prices

Unit Price **SC.1 – Bulk Rock Excavation:** _____ per cubic yard

Unit Price **SC.2 – Trench Rock Excavation:** _____ per cubic yard

Unit Price **SC.3 – Earth Excavation:** _____ per cubic yard

Unit Price **SC.4 – Imported Structural Fill:** _____ per cubic yard

Unit Price **SC.5 – Bituminous Coating:** _____ per square yard

General Contractor Unit Prices

Unit Price **GC.1 – Structural Steel:** _____ per ton

Unit Price **GC.2 – General Laborer:** _____ per man hour

Unit Price **GC.3 – Journeyman Painter:** _____ per man hour

Unit Price **GC.4 – Carpenter Journeyman:** _____ per man hour

Unit Price **GC.5 – Bituminous Coating:** _____ per square yard

Fire Protection Contractor Unit Prices

Unit Price **FP.1 – Sprinkler Head:** _____ per assembly

Unit Price **FP.2 – Sprinkler Piping Enclosure:** _____ per lineal foot

Plumbing Contractor Unit Prices

Unit Price **P.1 – 2" Ball Valve:** _____ per assembly

Unit Price **P.2 – 1" Ball Valve:** _____ per assembly

Unit Price **P.3 – 2" Copper Piping:** _____ per lineal foot

Unit Price **P.4 – 1" Copper Piping:** _____ per lineal foot

Unit Price **P.5 – 4" PVC Sanitary Piping:** _____ per lineal foot

Unit Price **P.6 – 4" Cast Iron Sanitary Piping:** _____ per lineal foot

Unit Price **P.7 – Journeyman Plumber:** _____ per man hour

HVAC Contractor Unit Prices

Unit Price **HVAC.1 – 2" Ball Valve:** _____ per assembly

Unit Price **HVAC.2 – Sensors:** _____ per assembly

Unit Price **HVAC.3 – Thermostat:** _____ per assembly

Unit Price **HVAC.4 – Ductwork:** _____ per pound

Unit Price **HVAC.5 – 4" Steel Piping:** _____ per lineal foot

Unit Price **HVAC.6 – 2" Copper Piping:** _____ per lineal foot

Unit Price **HVAC.7 – Roof Curb:** _____ per assembly

Electrical Contractor Unit Prices

Unit Price **E.1 – Duplex Receptacles:** _____ per assembly

Unit Price **E.2 – Exit Signs:** _____ per assembly

Unit Price **E.3 – Light Fixtures:** _____ per assembly

Unit Price **E.4 – Heat or Smoke Detectors:** _____ per assembly

Unit Price **E.5 – Fire Alarm Pull Stations:** _____ per assembly

Unit Price **E.6 – Fire Alarm Devices:** _____ per assembly

Unit Price **E.7 – Data Outlets:** _____ per assembly

Unit Price **E.8 – Wireless Access Points:** _____ per assembly

Unit Price **E.9 – Telephone Outlets:** _____ per assembly

Unit Price **E.10 – Video Surveillance Cameras Type 1:** _____ per assembly

Unit Price **E.11 – Video Surveillance Cameras Type 7:** _____ per assembly

Unit Price **E.12 – Television Outlets:** _____ per assembly

Unit Price **E.13 – Journeyman Electrician:** _____ per manhour

ATTACHMENTS:

The following Documents are to be attached and are made a condition of this Bid:

a. Bid Bond or Bid Security – Attachment A.
b. USDA Compliance Statement – Attachment B
c. USDA Disbarment – Suspension Certificate – Attachment C
d. USDA Lobbying Certificate – Attachment D

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.	**Dated**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, induced or solicited any bidder to submit a sham bid, or colluded in any way to prevent any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

Individual Bidder

_____

(Printed Name and Signature of Individual Bidder)

_____Seal

WITNESS

_____

Trading and doing business as

_____

Business Address:_____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

_____

Partnership Bidder

_____

(Name of Partnership)

_____Seal

Name and signature of Witness

_____ _____Seal

Print name of Partner Partner's Signature

_____ _____Seal

Print name of Partner Partner's Signature

_____ _____Seal

Print name of Partner Partner's Signature

_____ _____Seal

Print name of Partner Partner's Signature

Business Address: _____

_____

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

_____ _____

_____ _____

Corporate Bidder

***_____

(Name of Corporation)

By:_____

(Vice) President's printed name and signature

ATTEST:

_____

(Asst.) Secretary's printed name and signature

(Corporate Seal)

Business Address: _____

_____

OR (If appropriate)

_____ (Name of Corporation)

WITNESS:

_____

***By: _____

Authorized Representative

Business Address: _____

_____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the laws of the State / Commonwealth (**strike one**) of_____

(State)

*** Attach appropriate proof, dates as of the date of the Proposal, evidence authority to execute in behalf of the Corporation in accordance with requirements of the Contract Documents.

END OF BID FORM

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SECTION 004500 - REPRESENTATIONS AND CERTIFICATIONS

The attached forms must be completed and returned with your bid form:

1. A310-2010 – Bid Bond – Attachment A (2 pages)
2. USDA Compliance Statement RD400-6 – Attachment B (2 pages)
3. USDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – Attachment C (2 pages)
4. USDA Lobbying Certificate – Attachment D (1 page)

This section contains seven (7) pages, not including cover page.

END OF SECTION

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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)
Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
New Fayette County Prison
245 McClellandtown Road
Uniontown, PA 15401

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

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

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

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

Init.
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User Notes: (1683437166)

Signed and sealed this day of ,

(Contractor as Principal)	*(Seal)*
(Witness)	*(Title)*
(Surety)	*(Seal)*
(Witness)	*(Title)*

Init.
/

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User Notes: (1683437166)

Form Approved

USDA

Form RD 400-6 OMB No. 0575-0018

(Rev.12-09)

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

_____ ,

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I ☐ have, ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

2. If I have participated in such a contract or subcontract, I ☐ have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

☐ If the proposed contract is for $50,000 or more: or ☐ If the proposed non-construction contract is for $50,000 or more and I have 50 or more employees, I also represent that:

3. I ☐ have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.

4. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such

certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Position 6 RD 400-6 (Rev. 12-09)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Non-segregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____ _____

(Signature of Bidder or Prospective Contractor)

_____

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name **PR/Award Number or Project Name**

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) **Date**

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7* A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

. U. S.GPO: 1996-757-776/201 07

USDA LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
(name) (date)

_____
(title)

ooo

(08-21-91) PN 171

NOTICE OF AWARD

TO:_____
_____
_____

PROJECT Description: Removal and disposal of Asbestos Containing Materials and Hazardous/Regulated Materials associated with the buildings at the former Army Reserve Center; 245 McClellandtown Road in Uniontown, Fayette County, Pennsylvania.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20 ____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

_____

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____.
this the _____ day of _____, 20____. By

_____
Title _____

ooo

SECTION 005200- AGREEMENT BETWEEN OWNER AND CONTRACTOR AIA A132/CMA

This is a SAMPLE AIA Document: There is no implied permission to reproduce this document. The original document purchased by the user is intended to be consumed in the course of this project.

This section contains eight (8) pages, not including this cover page.

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AIA® Document A132™ – 2009

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

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

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

Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

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

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

Construction of the New Fayette County Prison and all related site work located at:
245 McClellandtown Road in Uniontown, Fayette County, Pennsylvania

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

Reynolds Construction, LLC
3300 North 3rd Street
Harrisburg, PA 17110

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

L. R. Kimball
615 West Highland Avenue
Ebensburg, PA 15931

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and 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™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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User Notes: (1212512630)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General 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.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Date of Commencement will be contained in the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of each phase of work not later than the milestone dates included within the preliminary construction schedule included within the bid documents.

Portion of the Work	Substantial Completion Date

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User Notes: (1212512630)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Contractor expressly acknowledges time limits stated in the Contract Documents relating to its performance are of the essence of the Contract. If Work is not completed as scheduled, the Owner will incur financial losses difficult, if not impossible to calculate including, without limitation, loss of revenue/reimbursement, increased financing costs, increased professional service fees, and other temporary costs as may be required to conduct the Owner's academic and construction programs. The Contractor agrees that it is aware of and anticipates these consequences. Should the Contractor fail to complete the work in accordance with the Contract Documents, the Contractor and its Surety shall pay to the Owner liquidated damages as set forth in Section 16 of the Supplemental Instructions to Bidders. The Owner may, at its option, either retain the liquidated damages from payments otherwise due the Contractor, or demand and recover the liquidated damages from the Contractor and its Surety by other means. The liquidated damages do not include amounts for which the Contractor and its Surety may be liable to the Owner for claims by other contractors under the Contract Documents or applicable law.

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

[ ] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

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

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance

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(Paragraphs deleted)
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(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment and any additional appropriate paperwork required is received by the Construction Manager not later than the 1st day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than the end of the following month after the Construction Manager receives the Application for Payment from the Prime Contractor. The Contractor recognizes that formal payment approvals by the County Commissioners and the USDA are required by law and are a precondition to payment. The Owner reserves the right to withhold payment to Contractor if Contractor has not submitted its certified payroll certificates and all subcontractor e-verification forms, until such time as Contractor has complied.
(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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, 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 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take 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 retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

.2 Add 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 less retainage of ten percent (10%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

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.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less one hundred fifty percent (150%) of such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 The amount retained shall be 10% of the value of the Work until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of Work completed.

(Paragraphs deleted)

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 the Owner has received final certificates of occupancy from all authorities having jurisdiction over the work who are legally empowered to issue such certificates; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than forty-five (45) days after the issuance of the final Certificate for Payment or Project Certificate for Payment; and

.4 the Contractor has submitted all required paperwork, including without limitation, certified payroll certificates, e-verification forms, criminal records check and child abuse clearances, consent of surety, and final certification and waiver of claims and liens.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

[ ] Litigation in a court of competent jurisdiction.

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[ ] Other: *(Specify)*

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 AIA Document A232–2009, as amended.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009, as amended.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009, as amended, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Insert rate of interest agreed upon, if any.)

Interest on payments due and unpaid will accrue after a grace period of forty-five (45) days after the invoice has been approved by the Construction Manager and the Construction Manager has submitted invoice to the Owner for payment. Interest shall accrue at the rate of three percent (3%) simple interest per annum.

(Paragraphs deleted)

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

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

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

§ 8.6 Other provisions:

This Agreement has been modified and supplemented by RD Guide 27 Attachment 3 (2007), Attachment to AIA Document A101 – 2007, provided by USDA.

§ 8.6.1 This agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidences by the signature of a duly authorized representative of the Agency in the space provided at the end of this

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Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of the Agreement are consistent with Agency requirements.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specification Exhibit:

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings Exhibit:

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

(Paragraphs deleted)

.4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Multiple Contract Summary; Advertisement or Invitation to Bid; Instructions to Bidders; Attachment to the Instructions to Bidders; Bid Form; Bid Bond: USDA Compliance Statement; Portions of the Addenda Relating to Bidding Requirements; Performance Bond; Payment Bond; Pennsylvania

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Prevailing Wage Determination; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Form AD 1048); Disclosure of Lobbying Activities, Certification for Contractors, Grants and Loans (RD instruction 1940-Q, Exhibit A-1)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009, as amended.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

§ 10.1. The constructor shall provide Performance and Payment Bonds on USA / RD Forms, equal to 100% of the Contract Sum, prior to the start of construction. Surety companies executing Bonds must appear on the current Treasury Circular 570 and be authorized to transact business in Pennsylvania.

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

This Agreement is entered into as of the day and year first written above, and is executed in a minimum of five (5) original copies of which one is to be delivered to the Contractor, one to the RD Area Office for the USDA for Agency Concurrence, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner. All five (5) copies should have original signatures.

Where appropriate, a copy of the resolution or Power-of-Attorney authorizing the individual to act on behalf of the firm or entity should be attached.

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

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SECTION 006100 - PERFORMANCE BOND AIA A312

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

CONSTRUCTION CONTRACT
Date:
Amount: $

Project Description:
(Name and location)
New Fayette County Prison
245 McClellandtown Road
Uniontown, PA 15401

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

(Row deleted)

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
L. R. Kimball
615 West Highland Avenue
Ebensburg, PA 15931

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

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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SECTION 006200 - PAYMENT BOND AIA A312

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

CONSTRUCTION CONTRACT
Date:
Amount: $

Project Description:
(Name and location)
New Fayette County Prison
245 McClellandtown Road
Uniontown, PA 15401

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

(Row deleted)

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
L. R. Kimball
615 West Highland Avenue
Ebensburg, PA 15931

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

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User Notes: (1651067514)

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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SECTION 007000 - GENERAL CONDITIONS OF THE PROJECT FOR CONSTRUCTION (AIA A232/CMA)

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This section contains fifty-six (56) pages, not including this cover page.

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AIA® Document A232™ – 2009

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

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

New Fayette County Prison
245 McClellandtown Road
Uniontown, PA 15401
Fayette County

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

Reynolds Construction, LLC
3300 North 3rd Street
Harrisburg, PA 17110

THE OWNER:
(Name, legal status and address)

Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

THE ARCHITECT:
(Name, legal status and address)

L. R. Kimball
615 West Highland Avenue
Ebensburg, PA 15931

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and 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™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, 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 are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 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) 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.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 MISCELLANEOUS DEFINITIONS

§ 1.1.9.1 The term "Product" as used throughout the Contract Documents include materials, Owner purchased materials, systems, and equipment.

§ 1.1.9.2 The term "Project Manual" as used throughout the Contract Documents are the volumes which includes the bidding requirements, sample forms, and certain of the Contract Documents such as the Conditions of the Contract and

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Specifications.

§ 1.1.9.3 The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications and similar requirements in Contract Documents. Where terms such as "shown", "noted", "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

§ 1.1.9.4 The terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Architect/Construction Manager" and similar phrases. However, no implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

§ 1.1.9.5 The term "approved" where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

§ 1.1.9.6 The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations". It is acknowledged that Owner will supply certain materials, but Contractor shall be responsible for its delivery.

§ 1.1.9.7 The term "install" is used to describe operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimensions, finishing, curing, protecting, cleaning, and similar operations".

§ 1.1.9.8 The term "provide" means to furnish and install complete and ready for the intended use.

§ 1.1.9.9 The term "an installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term "experienced" when used with the term "installer" means having a minimum of five (5) previous projects similar in size and scope to this Project and familiar with the precautions required and has complied with requirements of the authority having jurisdiction.

§ 1.1.9.10 The term "PADOT" shall mean "The Pennsylvania Department of Transportation".

§ 1.1.9.11 The term "Agency" shall mean the "The United States of America, acting through the United States Department of Agriculture."

§ 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. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities with the highest being #1 descending to #8:

1. AIA Document A132-2009, as amended Standard Form of Agreement between Owner and Contractor
2. Addenda, with those of later date having precedence over those of earlier date
3. Multiple Contract Summary (Section 01120)
4. The Supplementary Conditions contained herein
5. The General Conditions of the Contract for Construction
6. Specifications – Division 0-1
7. Technical Specifications – Divisions 2-50
8. Drawings

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In the case of an inconsistency between Drawings and Specifications or within either document not clarified by Addendum, the better quality or greater quality of Work shall be provided in accordance with the Architect's interpretation.

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

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

§ 1.2.4 In case of discrepancy between Drawings and Specifications, such conflict shall be promptly referred to the Construction Manager. The Construction Manager shall review and get direction from the Architect for interpretation and final decision.

§ 1.2.5 Where the Work is shown in complete detail on only half or portion of a Drawing 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 other like portions of the structure. On all Work of a remodeling nature or installation within the present buildings, it will be the responsibility of the Contractor, by personal inspection, to satisfy himself as to the correctness of any information given which may affect the quantity, size, and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or within the Specifications.

§ 1.2.6 No measurement of a drawing by scale shall be used as a working dimension. Working measurements shall be taken from figured dimensions.

§ 1.2.7 Contractor shall carefully examine all 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 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 Construction Manager.

§ 1.2.8 Concurrence of the Contract by the Agency is required before it is effective.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

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§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.6.1 The Architect will make available to the Contractor, upon request, CADD files of the contract drawings for the Contractor's purposes in producing Shop drawings. The Contractor shall request CADD files of specific drawings using the Electronic Medial Release Form attached to these General Conditions. Upon receipt of the Release Form, CADD files of the requested drawings will be forwarded to the Contractor via a zip disk. The Contractor should include a check, made payable to L. R Kimball, in the amount of $100.00 with the Electronic Media Release Form to cover the cost of the zip disk, CADD time for transferring files, shipping, etc.

§ 1.6.2 Should the Contractor request and receive project information in an electronic format for his use in the execution of his Work, it is understood the electronic files provided are for informational purposes only and do not necessarily represent a final and/or complete design of the Project and its systems. Contractor shall not be entitled to rely on the accuracy of the information provided and instead, shall verify all information and actual Project conditions. Neither the Agency, Owner, Construction Manager nor Architect shall be responsible for the information contained on the electronic files or subsequent use thereof. Owner, Construction Manager, and Architect caution any user of the electronic files that subsequent changes may have been made to the Project and/or Contract Documents which are not reflected on the electronic files. Only final stamped drawings represent an accurate record of the Architect's design.

§ 1.6.3 The Contractor agrees to indemnify and hold harmless the Agency, Owner, Construction Manager, Architect, and their respective officers, directors, representatives, insurers, agents, employees and assigns from any and all claims, actions, damages, losses, and costs arising out of or related to the Contractor's request for and use of the electronic files, including, but not limited to any errors, omissions, anomalies, or variances contained therein.

§ 1.6.4 Successful bidders will be furnished, free of charge electronic PDF copies of the Drawings and Project Manuals necessary for the execution of the work. Hard printed copies will be available from the Architect at the cost of reproduction and handling.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

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§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 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.

§ 2.2.5 Unless otherwise provided in the Contract Documents, all Prime Contractors are to be furnished the following amount of drawings and specifications along with one compact disc:

Contract Number	Number of Drawings	Number of Specifications
General Construction	1	1
MEP Trades	1	1
All Other	1	1

§ 2.2.6 The Owner shall endeavor to 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.

§ 2.3 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, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five (5) business day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such five (5) day period, without prejudice to other remedies the Owner may immediately correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure, including without limitation the Owner's reasonable attorneys' fees. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Nothing in this paragraph shall obligate the Owner to carry out the Work for the benefit of the Contractor.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. 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 perform the Work in accordance with the Contract Documents.

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§ 3.1.4 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 or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any work not clearly and consistently defined in detail in the Contract Documents, special requests, additional drawings or instructions from the Architect. If the Contractor proceeds with such work without obtaining further drawings or instruction, he shall correct work incorrectly done at his own expense.

§ 3.2.5 Explorations and Reports: Reference is made to the Bidding Documents for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Architect in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for contractor's purposes. Except as indicated in the immediately preceding sentence and in section 3.7.4, Contractor shall have full responsibility with respect to subsurface conditions at the site.

§ 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, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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

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procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 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. Owner specifically reserves the right to reject any person Owner deems unfit to be permitted on school grounds and in proximity to students. Upon written notice from Owner, Contractor shall have all such persons removed from the Project. Owner's right to declare such person unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania Public School Code and/or Subchapter C.2 of the Child Protective Services Law.

§ 3.5 Warranty

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 with 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.

§ 3.6 Taxes

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.

§ 3.6.1 Select materials may qualify for tax exempt status under the laws of the Commonwealth of Pennsylvania. Tax exempt certificates prepared by the Contractors and subcontractors will be executed by the Owner for those items that are tax exempt.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and

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inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions with contemporaneous notification to the Construction Manager and to the Architect. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment 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 in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed 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 Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

(Paragraphs 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14-day period shall constitute notice of no reasonable objection. The Project Superintendent must be approved by the Owner and Architect prior to the start of Work. Within ten (10) days following receipt of notice to proceed, the Contractor shall submit a resume of the proposed Superintendent who will be on site full time. The resume shall include at least three (3) recent projects of similar contract scope with the names and telephone numbers of Owner and Architect representatives for each project. The Superintendent shall be on site full time and shall not be changed except with the consent of the Owner and Architect, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. In any event, a replacement Superintendent shall be subject to the approval of the Owner and Architect.

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§ 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 Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 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 under his supervision, then the Construction Manager will document such findings to the Contractor. If within ten (10) days of receiving such notice, no substantial effort or correction of the finding is made, then the Architect, as requested by the Owner, based upon the Construction Manager's recommendation, may require the replacement of the superintendent with an acceptable one.

§ 3.9.5 The Contractor shall not change the superintendent without the prior written consent of the Owner, which consent shall not be unreasonably withheld. The superintendent shall be present at the job until substantial completion of the Contractor's Work. At the Owner's request and after consultation with the Contractor, the Contractor shall assign a different superintendent to the Project should the Owner in accordance with paragraph 3.9.2 deem such necessary.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager 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.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, design mixes, calculations 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.

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§ 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 the way by which 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 4.2.9 through 4.2.11. 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 Multiple Prime 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 Multiple Prime Contractors.

§ 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 are not made in compliance with the preceding Section 3.12.5.1. Failure to provide shop drawings, product data, samples and similar submittals may constitute a breach of contract.

§ 3.12.5.3 Substitutions: When allowed, request clarifications and verifications of acceptability of substitutions or alternatives by correspondence with supporting data in accordance with the requirements of the Instructions to Bidders. Do not make requests for substitutions by the submittal process specified in this Section 3.12; such submittal of items that require substitution documentation will be returned un-reviewed.

§ 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.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing 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.

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§ 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 written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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.

§ 3.13.3 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. 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.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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.

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§ 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.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 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.

§ 3.18.3 The Contractor's indemnity obligations under this Paragraph 3.18 shall, but not by way of limitations, specifically include, without limitations, all fines, penalties and punitive damage arising out of, or in conjunction with, any (i) violation of or failure to comply with any Governmental Requirement by the Contractor responsible, (ii) method of execution of the Work, or (iii) failure to obtain, or violation of, any permit or other approval of a public authority applicable to the Work by the Contractor or any entity for whom the Contractor is responsible.

§ 3.18.4 In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party indemnifying shall, in addition to all other obligations, and upon adjudication of the party's liability for indemnification, pay the cost of bringing any such action, including, but not limited to, attorneys' fees, costs and expert fees, to the party requesting indemnity.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 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.

§ 4.1.11 The term "Architect" means the Architect, or the Engineer when the nature of the Work is within the authority granted Engineers by the State Licensure Law, or an authorized representative of the Architect or Engineer.

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§ 4.1.2 The Owner shall retain a Construction Manager lawfully licensed to practice construction management or an entity 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.

§ 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, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect.

§ 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. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. 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 reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include 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 reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple 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, or charge of, 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, except as provided in Section 3.3.1, 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 Facilitating Contract Administration. 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 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. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple 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 shall be through the Owner.

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§ 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 Architect will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed, but will take such action only after notifying the Construction Manager. Subject to review by the Architect, the Construction Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.6.18 through 4.6.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either 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 or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work. A decision by the Architect and/or Construction Manager shall be final and binding on all parties in all such matters arising prior to the date final payment is due regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed.

§ 4.2.9 The Contractor shall provide all Shop Drawings, Product Data, and Samples to the Architect in the quantity and format as is required by the Contract Documents. The Construction Manager shall perform an administrative review of the submittals only. The Architect shall be responsible for review and approval of submittals.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 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, unless otherwise specifically stated by the Construction Manager and Architect, 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 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.

§ 4.2.14 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.

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§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the 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 pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 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.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor and forward each request for information to the Architect. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. 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.

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 Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. Nothing in this paragraph shall obligate the Owner, Construction Manager or Architect to conduct an investigation of any Contractor or Subcontractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Agency, 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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§ 5.2.21 The Contractor shall not contract with any party who is suspended or debarred by any Federal or State government agency from participating in Federal or State assisted construction projects.

§ 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. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these 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.

§ 5.4 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.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER 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, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site

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under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. This project will be performed with multiple Prime Contractors as indicated in Section 01120 – "Multiple Contract Summary". The Contractor shall be aware that schedule adjustments will be required to coordinate with the Work of other Contractors.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime 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 or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.7 Should the Contractor cause damage to the work or property of any separate Contractor or other Contractor, the Contractor shall, upon due notice, promptly attempt to settle with the separate Contractor or other Contractor by agreement, or otherwise resolve the dispute. If such separate trade Contractor or other Contractor sues the Owner, the Construction Manager or the Architect on account of any damage alleged to have been caused by the Contractor, the Owner, Construction Manager or Architect shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner, Construction Manager or Architect shall notify the Contractor who shall defend such proceedings at the Contractor's expense, 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. There shall be no cause for action between Contractors for delay.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, 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, 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, Agency, Construction Manager, Architect and Contractor;

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, for a minor change in the Work.

§ 7.1.3.1 Notwithstanding anything contained in the Contract Documents to the contrary, a change in the Contract Sum, the Contract Time and any Milestone Date shall be accomplished only by Change Order 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, whether there is any unjust enrichment, 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 matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager to the Contractor utilizing Form RD 1924-7, "Contract Change Order," or AIA G-701 and signed by the Owner, Construction Manager, Architect, Agency Representative, 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.

§ 7.2.1.1 The Contractor's signing of the change order indicates complete agreement therein.

§ 7.3 Construction Change Directives

§ 7.3.1 A construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4. A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Agency's Representative, 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 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.

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

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

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;

.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 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

.6 In order to facilitate checking of quotations for extras or credits, 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 above. When major cost items are subcontracts, they shall be itemized also.

.7 An allowance for overhead and profit, included in the total cost to the Owner, shall be based on the following schedule;

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost;

.2 for the Contractor, for any Work performed by his Subcontractor, five percent (5%) of the amount due the Subcontractor;

.3 For each subcontractor or sub-subcontractor involved, for any Work performed by that subcontractor's own forces, fifteen percent (15%) of the cost;

.4 For each subcontractor, for any Work performed by his sub-subcontractor, five percent (5%) of the amount due the sub-subcontractor;

.8 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.

.9 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 on staff. Overhead: Includes telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor, legal services, travel and parking expenses, non-working foreman/superintendent, and project management.

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§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the 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, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. 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 Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

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 Agreement.

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

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. By bidding and by executing the Agreement, the Contractor confirms that the contract duration is a reasonable period for performing the work. Any preliminary construction schedule, if provided, is for information purposes only and constitutes a proposed sequence of events based on standard practices. Contractor shall independently analyze all required activities and durations necessary to perform their own work and shall not rely on dates or durations suggested by the preliminary construction schedule.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve each Milestone Date and shall achieve Substantial Completion within the Contract Time. Each Contractor agrees to increase manpower, increase work hours and to increase equipment necessary to maintain projected progress schedule.

§ 8.2.4 The Notice to Proceed shall be issued within twenty (20 calendar days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the Owner and Contractor, with the concurrence of the Agency. If the Notice to

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Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.

§ 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 an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 8.3.3 No payment or compensation or claim for damages shall be made to the Contractor 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 for delays shall be an EXTENSION OF TIME ONLY, pursuant to and only in accordance with this Paragraph 8.3, such extension to be a period equivalent to the time lost by reason of any and all of the aforesaid causes, as determined by the Construction Manager. In no event shall Contractor be entitled to any other remedy or compensation or recovery of any damages in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar claims for remuneration. In the event the Contractor shall choose to litigate or arbitrate this clause or issue and loses said arbitration/litigation, the Contractor shall reimburse the owner, Construction Manager, and the Architect for their reasonable attorneys' and expert witness fees and all other costs and expenses incurred by them in the litigation or arbitration.

§8.3.4 It shall be recognized by the Contractor that he may reasonably anticipate that as the job progresses, the Construction Manager will be making changes in and updating Construction Schedules pursuant to paragraph 3.10.1. Therefore, there shall be no claim for an increase in the Contract Sum for either acceleration or delay in the Construction Schedules which may be experienced in projects of similar size and complexity.

§8.4.1 The Contractor shall substantially complete all of the Work included in the Contract Documents ready for the Owner occupancy as defined by the milestones in the pre-bid schedule, subject to extensions of contract time as provided in Paragraph 8.3 of the General Conditions.

§8.4.2 It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of commencement, rate of progress and the time of completion of the work are essential conditions of this Contract, and it is further understood and agreed that the work covered under this Contract shall be started on the date specified in the Owner's notice to proceed.

§8.4.3 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in its locality.

§8.4.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under this Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

§8.4.5 Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; 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 by such delay with such determination to be set forth in writing.

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§8.4.6 Any delay attributable to lack of coordination and cooperation by and between the separate Contractors among themselves or their Subcontractors will not be recognized by the Owner as the basis for any claim for increase in any contract sum but shall be settled as provided in Paragraph 6.2 of the General Conditions.

§8.4.7 As outlined in Article 3 of the Agreement; the Contractor agrees to pay Liquidated Damages to the Owner for each calendar day the Contractor shall be in default.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§9.2.2 The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Agency's Representative, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be AIA Document G702/CMa, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.1.1 Work performed, and materials supplied under a change order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

§ 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 material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Payment on account of materials and equipment shall be made subject to the following:

§ 9.3.2.1 Materials Stored On Site

Materials properly stored at the construction site may be included in the Contractor's application for payment, subject to the following conditions: (1) All materials shall be stored in strict compliance with the manufacturer's recommendations in secure, dry enclosures; (2) Contractor shall provide property insurance covering materials stored at the construction site to the extent that Owner's property insurance does not provide coverage; (3) Contractor shall provide an accurate inventory of all materials included for payment with each application for payment. Contractor shall maintain the inventory until the materials are installed or otherwise incorporated into the work; and (4) Payment for materials stored on the construction site shall be limited to the actual, invoiced cost to the Contractor, F.O.B. the construction site. Contractor shall warrant that all suppliers are promptly paid in full for all materials included for

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payment and that materials are not encumbered by any lien, claim or mortgage that would prevent the Owner from taking full possession of the materials. Contractor shall produce satisfactory evidence of same to Owner.

§ 9.3.2.2 Materials Stored Off Site

Materials stored off the construction site shall not be included for payment in the Contractor's application for payment unless prior approval of the Owner has been obtained. Payment for materials stored off the construction site shall be subject to the conditions in subparagraph 9.3.2.1. and the following additional conditions: (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 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. Contractor shall be responsible for and shall pay all costs of transportation of the materials to the construction site.

§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 This is a public works project. Contractor and Subcontractors may not file a lien against the Project. Contractor shall contractually require all subcontractors and suppliers to waive any and all rights to file a lien against the Property or any property of the Owner.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment using AIA Document 702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate', review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) Review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) Prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) Prepare a Project Application and Certificate for Payment; (4) Certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) Forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 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 issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or 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.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge,

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information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of 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, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate 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 quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material 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 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 9.4.4 and 9.4.5 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 9.4.1 and 9.4.3. 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 or subsequent observations, 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 for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** Unsatisfactory Prosecution of the Work in accordance with the Contract Documents.
- **.8** Failure to comply with governmental statutes, regulations and laws.

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

§ 9.5.3 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 material or equipment suppliers 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.

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§ 9.5.4 If the Contractor disputes any determination by the Construction Manager and the Architect with regard to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to prosecute the Work.

§ 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 Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In accordance with 62 Pa. C.S.A. Section 3922: In the absence of good and sufficient reasons, within 20 days of the receipt of payment by the Contractor, the Contractor shall pay all subcontractors with whom he has contracted their earned share of the payment the Contractor received. The Owner, Architect or Construction Manager may as a pre-condition to payment require proof of payment to subcontractors, sub-subcontractors and suppliers at any time and from time to time.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment supplier's 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 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 except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers for items purchased by Contractor shall be treated in a manner similar to that provided in Section 9.6 in its entirety.

§ 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 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall 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 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 will 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 that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Payments are subject to the provisions of Paragraph 9.6.

The Owner shall retain five percent (5%) of all amounts due the Contractor after the Work is fifty percent (50%) completed, provided however, that in the event a dispute arises between the Owner and any Prime Contractor, which dispute is based upon increased costs claimed by one Prime Contractor occasioned by damages or other actions of another Prime 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 causing the additional claim furnishes a bond satisfactory to the Owner to indemnify the Owner

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against the claim. Notwithstanding anything to the contrary contained herein, in the event the Owner determines that the Contractor is not responsibly performing the Work, either by failure to reasonably follow the schedule, or by failure to adequately perform the Work, the Owner shall have the right to continue to make progress payments at the rate of only ninety percent (90%) of the amount due to the Contractor for each payment and the amount due the Contractor shall not include the value of work dispute. At Substantial Completion, Owner shall develop a list of uncompleted and disputed items (i.e. punch list). This list of uncompleted items shall be given a value. The Contractor, at Substantial Completion, shall be paid one hundred percent (100%) of the Contract Sum less one and one-half (1-1/2) times the value of the uncompleted items and disputed items. As these items are completed or corrected, the Owner will pay the value of the completed items to the Contractor in a timely fashion.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon fifteen additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in 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 so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. 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 requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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. The items on the list attached to the Certificate of Substantial Completion will have a value of 150% of the work affixed to them. These amounts will be deducted from the payment and held until the items are completed or corrected.

§ 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 such Certificate.

When the Work has been substantially completed, except for work which cannot be completed due to weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Provide a completed copy of Certificate to the Agency.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

.1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and Surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.

.2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.

.3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.

.4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.

.5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

§ 9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

(Paragraph deleted)

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written 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 will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, 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, 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 terms and conditions of 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.

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§ 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 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 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 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.

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

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

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

§**9.10.6** The final payment including the retainage shall become due in thirty (30) days following the date of the Construction Manager's issuance of a final Certificate for Payment provided that the Contractor has submitted all documents as required by subparagraph 9.10.2 and elsewhere in the Project Manual. The final payment may be reduced by an amount, as certified by the Construction Manager, to equal one and one-half time the cost required to complete any remaining uncompleted items. Final payment of any amount so withheld shall be paid forthwith upon completion of these items.

§**9.10.7** If more than one inspection of Substantial Completion or Final Completion is required, the Contractor will be billed for the professional fees and services of the Architect and Construction Manager. Following Substantial Completion, in the event Contractor or its subcontractor fails to complete the list of items of the work instructed by the Architect and/or Construction Manager to be corrected within 90 days after the date of Substantial Completion, the Owner may: 1) 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 defaulting Contractor; and 2) Retain and deduct from any payment or retention otherwise due to the defaulting Contractor any fees or expenses for services required to be provided by the Architect and/or Construction Manager more than 90 days after the date of Substantial Completion.

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 review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the

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Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

(Paragraph deleted)

§10.1.1 The Contractor shall furnish one (1) set of Material Safety Data Sheets (MSDS) to the Construction Manager for all materials used on the Project in accordance with government requirements. In addition, the Contractor shall maintain one (1) set of MSDS on the site for periodical inspection by the Owner, Architect, and Construction Manager. The Contractor shall be responsible for compliance with OSHA and the Hazard Communications Standard.§ 10.2 Safety of Persons and Property

§ 10.2.1 The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located in the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the work. The Contractor shall use best efforts to provide for the safety and protection of the Project, all persons who may come in contact with the Work and all real and personal property located on the Project or within or adjacent to the Project site. Without limitation to the foregoing, the Contractor shall, at the Contractor's sole cost and expense, take precautions for the safety of, and shall provide protection to prevent damage, injury or loss to:

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;

.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 or other Contractors.

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

§ 10.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 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, except damage or loss 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.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured,

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shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 In the event the Contractor encounters on the site materials reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report condition to the Owner and Construction Manager in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or when it has been rendered harmless by written agreement of the Owner and Contractor.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the owner shall indemnify and hold harmless the Contractor, Construction Manager, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by entities indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a part or person described in this subparagraph.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

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

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.2 but required by the Contract Documents to provide the insurance by that Clause;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving blanket, oral and written contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

.1 Premises-Operations (includes X, C and U as applicable)
.2 Independent Contractors
.3 Products and Completed Operations
.4 Personal Injury Liability with Contractual Liability Exclusion deleted
.5 Contractual, including specified Provision of Contractor's Obligations under Paragraph 3.18
.6 Owned, Non-owned, and Hired Motor Vehicles
.7 Broad Form Property Damage including Completed Operations
.8 Umbrella Excess Liability

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect

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to the Contractor's completed operations coverage, 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.

§ 11.1.2.1 The insurance required by Subparagraph 11.1.1shall be written for not less than the following, or greater if required by law:

For the duration of the Contract, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the Commonwealth of Pennsylvania, Statutory Workmen's Compensation including Occupation Disease as required by the laws of the Commonwealth of Pennsylvania and also Employer's Liability Insurance with limits not less than the following:

Statutory - Amounts and coverage as required by the laws of the Commonwealth of Pennsylvania.

Employer's Liability:	$500,000.00 each accident or for damages arising out of bodily injury including death, at any time resulting therefrom sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for two or more persons in any one accident. $500,000.00 disease [Policy Limit] $100,000.00 disease [Each Employee]

For the duration of these Contracts, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the Commonwealth of Pennsylvania, Comprehensive or Commercial General Liability, with limits not less than the following:

Per Occurrence Limit:	$1,000,000.00
Products and Completed Operations -	$1,000,000.00
General Aggregate Limit:	$1,000,000.00
Personal and Advertising Limit:	$1,000,000.00

Insurance shall be written with a combined bodily injury liability of not less than $700,000 per occurrence; and with an aggregate of not less than $700,000 per occurrence.

Medical Payments (Each Person):	$5,000.00

Products and completed operations shall be maintained for two (2) years after final payment. Provide a "Project Aggregate" CG 25 03 endorsement for all insurance policies.

The insurance of the Contractor shall be primary and non-contributory.

The Owner, Architect, Agency's Representative, and Construction Manager shall be named as additional insureds.

Umbrella Liability: $5,000,000.00 each occurrence/aggregate for all Contracts; $10,000 retention for self-insureds hazards, each occurrence.

For the duration of this Contract, the Contractor and each subcontractor shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the Commonwealth of Pennsylvania, Comprehensive automobile Liability.

Single Combined Limit:	$1,000,000.00

Coverage to include "non-owned" and "hired" car.

§ 11.1.3 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 until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final

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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 Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§11.1.5 If this insurance is written on the Comprehensive General Liability policy form, the Certificate shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable. Furnish two (2) copies of any endorsements that are subsequently issued amending coverages or limits; and furnish two (2) copies of Certificates at time of policy renewal indicating such renewal. The Certificates shall set forth evidence of all coverages required by the Contract Documents, and shall specifically certify the following:

§11.1.6 The coverage under these policies will not be canceled, non-renewed materially changed, with the limits reduced without a minimum of thirty (30) days prior written notice, by certified mail, being given to the Owner (the certificate holder named in the lower left-hand corner of ACORD Form 25S).

§11.1.7 Owner, Agency's Representative, Architect, Construction Manager and any others listed in the Certificates of Insurance are named as additional insured for all required coverages except worker's compensation, in and as their interest appear.

§11.1.8 The limits specified herein are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by Owner of responsibility for all deductibles applicable to any insurance. No acceptance and/or approval of any insurance or insurance certificates by Owner or Construction Manager shall relieve Contractor from any liability or obligation imposed by the provisions of the Contract Documents.

§11.1.9 All insurance required by the Contract Documents must involve insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carrier of whom the Contractor has purchased insurance coverage are to have "A-" or better rating plus a financial rating of VI or better with the A.M. Best's Company (Key Rating Guide - Latest Edition).

§ 11.2 Owner's Liability Insurance

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

§ 11.3 Property Insurance

§ 11.3.1 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 the site on a replacement cost basis with a $10,000 deductible per occurance. 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 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance 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. The form of policy for this coverage shall be Completed Value.

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§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance that will protect the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 The property insurance requires a $10,000 per event deductible, the offending contractor shall pay costs not covered because of this deductible. If no contractor is found to be at fault, the Owner will pay the cost of the deductible.

§ 11.3.1.4 This property insurance shall not cover portions of the Work stored off the site, and also shall not cover portions of the Work in transit.

§ 11.3.1.5 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.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor. "The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage."

(Paragraph deleted)

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any

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applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The Surety company executing the bonds must hold a certificate of authority as an acceptable Surety on Federal bonds as listed in Treasury Circular 570 and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

11.4.2 If at any time a Surety on any such bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

(Paragraph deleted)

§ 11.4.3 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. The Contractor shall deliver the required bonds to the Owner after receiving written intention to award and prior to executing the Agreement.

§ 11.4.4 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 permit a copy to be made.

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 observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.1.1 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 Construction Manager, Architect or any of their consultants in order to substantiate same or to approve remedies or alternate solutions will be prepared to compensate the Construction Manager and Architect for such additional work at standard prevailing rates by the Owner. The Owner will duly back charge the Contractor for such additional costs and deduct same from retainage or Application for Payment.

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§ 12.1.2 If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an 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 respond within 2 hours (where defect/deficiency is of emergency nature) and within 24 hours (where defect/deficiency is not of any emergency nature) to inspect and correct the work to the satisfaction of the Owner, unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and Termination of the Contract. The Owner shall give such notice promptly after discovery of the condition. Should the Contractor fail to remedy the defect/deficiency, the Owner shall have the right to correct the condition. The Contractor will be responsible for any and all cost incurred by the Owner to remedy the condition. Nothing contained in this paragraph shall decrease the responsibility set forth in the Performance Bond.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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.

§ 12.2.2 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 an 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 written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period 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.

§ 12.2.3 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, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors 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.

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§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.2 Non-discrimination: By submitting a bid and executing Contract Documents, the Contractor shall be deemed to agree as follows:

§ 13.1.2.1 No Contractor, Subcontractor, or any person acting on his or their behalf shall, by reason of race, creed, or color, discriminate in the hiring of any employee for work hereunder against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates, or thereafter discriminate against or intimidate any employee so hired; If Contractor, its employees, subcontractor, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from Construction Manager, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.

§ 13.1.2.2 That the Contractor will comply with the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the jobsite, pursuant to the provisions of Act No. 222, October 27, 1955, as amended and supplemented, known as the "Pennsylvania Human Relations Act".

(a) Contractor shall not discriminate against any employee, applicant for employment, independent contractor any other person because of race, color religious creed, ancestry, age, sex, national origin, handicap or disability.

§ 13.1.3 Site Excavation: Contractor shall agree that, not less than three (3) working days prior to beginning excavation or demolition Work as defined in Act 172 of Commonwealth of Pennsylvania, amending Act 287 of December 10, 1974, he shall request the information required by Section 5 of the Act and shall inform each operator employed at the site of the Work of the information received with respect to location of underground installations. Contractor shall agree to report immediately, to the user of the underground installations and to the Owner and Architect, any break in its line of dent, gouge, groove, or other damages to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition Work.

§ 13.1.4 Anti-pollution Legislation and Erosion Control: Contractors shall comply with all applicable statutes, rules and regulations.

§ 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 such 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 such assignment.

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§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Written notice to the Owner shall be deemed to have been duly served if delivered in person or sent by Registered or Certified mail to: Reynolds Construction, LLC with a copy mailed to FILL IN NAME HERE.

§ 13.4 Rights and Remedies

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

§ 13.4.2 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 in writing.

§13.4.3 Should the Contractor suffer injury or damage to person or property because of any act or omission of the Owner or of any of the Owner's employees or agents for whose act the Owner is allegedly liable, the claim shall be made in writing to the Owner within thirty (30) days after the first observance of such injury or damage, otherwise such claim shall be waived. This clause shall not allow claims for injury or damages, which are otherwise precluded by these Contract Documents. Owner shall not be responsible for actions or inactions of other Contractors.

§13.4.4 In the event Contractor shall breach any obligation imposed by the Contract Documents, in addition to all other damages, losses, costs and relief, whether in law or equity, which Owner may recover, Owner also shall be entitled to an award for any reasonable attorneys' fees incurred in attempting to enforce or recover damage by reason of the Contractor's breach.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

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§ 13.5.5 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.

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

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of three percent (3%) simple interest per annum. Interest on final payment shall be governed by Section 3941 of the Pennsylvania Commonwealth Procurement Act. 62 Pa.C.S. § 3941.

§ 13.7 Time Limits on Claims

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

§13.8 STATE HIGHWAY REQUIREMENTS – LANDS AND RIGHT-OF WAY

§13.8.1 Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the execution and completion of the work to be performed under this contract.

§13.8.2 Perform Work within the right-of-way of State Highways in accordance with the requirements of the Commonwealth of Pennsylvania Code, Title 67, Transportation, Department of Transportation, Chapter 459, Occupancy of Highways by Utilities, July 1989. The Regulations are made a part of this Contact and are bound in following these General Conditions.

§13.9 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

§13.9.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally- assisted construction contracts and subcontracts in excess of $10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

§13.9.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 C.F.R. chapter 60 implementing the Executive Order. The regulations at 41 C.F.R. part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 C.F.R. part 60-4.

§13.9.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is a single nationwide goal of 6.9 percent for utilization of women.

The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted

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or non- federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

§13.9.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

§13.9.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

§13.9.4.2 The Regional Director, OFCCP-DOL, will enforce the non- discrimination requirements of Executive Order 11246.

§13.9.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

§13.9.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

§13.10 STATUTES

§13.10.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

§13.10.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

§13.10.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of $100,000 are required to comply with these Acts. The Acts require the Contractor to:

.1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.

.2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.

.3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

§13.10.1.3 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 C.F.R. part 3018). This statute applies to the recipients of contracts or subcontracts that exceed $100,000 at any tier under a Federal loan that exceeds $150,000 or a Federal grant that exceeds $100,000. If applicable, the Contractor must complete a certification form on lobbying

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activities related to the specific Federal loan or grant that is a funding source for this contract. The Owner shall provide certification and disclosure forms to the Agency.

§13.11 RECORDS

§13.11.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Construction Manager, the Architect, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

13.12 ENVIRONMENTAL REQUIREMENTS

13.12.1 Mitigation Measures – The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

13.12.2 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

13.12.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology. Any excavation or other earth moving activity by the Contractor that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Contractor to:

.1 Temporarily stop work;

.2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;

.3 Take reasonable measures as necessary to protect the discovered materials or protected resource;

.4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and

.5 Resume work only upon notice from the Architect and the Agency.

13.12.3 Lead-Based Paint - The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

13.13 DEBARMENT AND SUSPENSION

13.13.1 The Contractor shall comply with the requirements of 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of sixty (60) days under final, non-appealable order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or subcontractor of their agents or any other persons performing any of the work under a contract with the Contractor, then the Contractor may, upon fifteen

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(15) calendar days written notice to the Owner, Construction Manager, and the Architect, terminate the Contract and recover from the Owner payment of all Work agreed upon by all parties as being properly executed. In no event shall Owner be responsible for lost profit or any indirect or consequential damages, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

(Paragraph deleted)

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon fourteen (14) days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner.

§ 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of breach of a provision of the Contract Documents.

.5 otherwise is guilty of material breach of a provision of the Contract Documents; or

.6 if the Contractor is adjudged bankrupt or files for bankruptcy or creditor protection under the laws of this United States. Contractor shall provide Owner with thirty (30) days' written notice before filing.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including legal fees incurred by the Owner in connection with the termination and in collecting any sums due on account of the termination, compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and

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other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 In the event the Owner terminates the contract for cause, or declares the Contractor to be in breach or default of the contract, and such cause or declaration of breach or default is determined to be valid and justified, in addition and without prejudice to all other rights, remedies and relief which the Owner may obtain under this Agreement and pursuant to the law, the Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Owner may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action). This provision shall create no right to the Contractor or to any other person or entity for payment of such costs or expenses.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 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.

§ 14.4.2 Upon receipt of written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 15.1.2 Notice of Claims. Claims by the Contractor must be initiated by written notice to the Owner with a copy sent to the Construction Manager and Architect Claims by the Contractor must 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, or shall be deemed waived

. **§15.1.2.1 Contractor's Certification**: Every Claim submitted by the Contractor shall include a certification under oath by an officer of the Contractor that (1) the Claim is made in good faith; (2) the supporting data are accurate and complete to the best of the Contractor's knowledge and belief; (3) the amount or other relief requested accurately

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reflects the amount or relief for which the Contractor believes the Owner is liable; and (4) the certifying officer is duly authorized to certify the claim on behalf of the Contractor.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work, including a schedule analysis. In the case of a continuing delay only one Claim is necessary. Extension of time shall be the sole recourse for delays and shall not act as an entitlement to Contractor for damages for said delays.

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

§ 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner 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

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.1.7 To the extent the Contractor commences legal proceedings 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, Owner shall be entitled to payment by Contractor of all reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees, together with all other costs or expenses, including the cost of any of Owner's employees' time, associated with analyzing any claim, pursing litigation or defending the claim or litigation, which Owner may incur in connection with said litigation. This provision shall create no right to the Contractor or any other person or entity for payment of such costs or expenses.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation 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)

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advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such 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 and the Architect and Construction Manager, if the Architect or Construction Manager 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 may be subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties may endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitrators will select a hearing location as close to the Owner's locale as possible.

§ 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 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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SECTION 009000 – CONSTRUCTION FORMS

The following are incorporated into this section:

1. Detailed Prime Contractor Breakdown

This section contains number (2) pages, not including cover page.

END OF SECTION

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Phase _____ of _____

Submit one original and five copies to Construction Manager with initial application for payment

Detailed Prime Contract Breakdown

Project Title: _____ Date Submitted: _____

Location: _____ Prime Contract # _____

Owner: _____ Type of Contract: _____

Spec No.	Item Description	No. of Units	Unit Measure	Unit Price Labor	Total Labor	Unit Price Material	Total Material	Total Labor and Material
	Bonds and Insurance				$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
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					$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
				Total Contract Price				$ -

Form must be signed by Contractor Contractor: _____ Date:_____

Approval by Architect: _____ Date:_____

Approval by Construction Manager: _____ Date:_____

Note: Additional work approved for this project is not necessarily applicable to above unit prices.

Phase _____ of _____

Project Title: _____
Location: _____
Owner: _____

Date Submitted: _____
Prime Contract # _____
Type of Contract: _____

Spec No.	Item Description	No. of Units	Unit Measure	Unit Price Labor	Total Labor	Unit Price Material	Total Material	Total Labor and Material
					$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
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					$ -		$ -	$ -
					$ -		$ -	$ -
					$ -		$ -	$ -
				Total Contract Price				$ -

Form must be signed by Contractor Contractor: _____ Date:_____

SECTION 011000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 0 - Bidding and Contract Requirements and Division 1 - General Requirements apply to this Section.

1.2 PROJECT DESCRIPTION

A. Construct a new 115,000 sqft county prison along with all associated site work.
B. Previous bid packages for asbestos abatement and building / site demolition have been bid out separately. The balance of the work as indicated with these bid documents is included within these bid package.

1.3 HAZARDOUS MATERIALS ABATEMENT

The Contractors' Work under this Project does not include the removal or rendering harmless of asbestos or polychlorinated biphenyl (PCB). The Owner will provide a separate Hazardous Material Consultant and Hazardous Material Contractor to perform this work.

In the event a Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, that Contractor shall immediately stop Work in the area affected and report condition to the Owner and Construction Manager in writing. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

Contractors shall not be required to perform any Work relating to asbestos or polychlorinated biphenyl (PCB) without their consent.

1.4 INVESTIGATION OF EXISTING SITE CONDITIONS

Each bidder shall carefully examine these specifications, visit the site, and become thoroughly acquainted with the conditions existing at the building and site, and satisfy himself concerning any and all existing conditions that will affect progress and construction as described in the Contract Documents or otherwise necessary to complete the work before submitting bid proposal. These conditions include, without limitation:

A. The location, condition, layout and nature of the Project site and surrounding areas.

B. Generally prevailing climatic conditions.

C. Anticipated labor supply and costs.

D. Availability and costs of materials, tools and equipment.

E. Other similar issues.

Submission of the proposal shall be considered as evidence that a visit to the site was conducted. The Contractor shall not be entitled to an adjustment in contract sum, contract time or any milestone date in connection with its failure to comply with the requirements of this paragraph.

1.5 DESCRIPTION OF CONTRACTS

A. The project is specified to be made up of the following 9 prime construction contracts and shall include all labor, materials, equipment and services necessary for the complete construction of all work shown on the drawings and the specifications.

Contract 1.....Asbestos Abatement (Previously Bid Out)
Contract 2.....Site and Building Demolition (Previously Bid Out)
Contract 3..... Sitework Construction
Contract 4. .....General Construction
Contract 5.....Food Service Construction
Contract 6 ..... Fire Protection Construction
Contract 7.....Plumbing Construction
Contract 8.....,,,,,,.....HVAC Construction
Contract 9.....Electrical Construction

All contractors are responsible for the Scope of Work as defined in the Multiple Contract Summary.

1.6 WORK PROVIDED BY OWNER

A. The Owner may provide furnishings and equipment not specified herein. It will be referenced as; Not in Contract (N. I. C.), furnished by Owner or by others.

B. In no event shall Owner have control over, charge of or any responsibility for construction means, methods, techniques, sequences or procedures, or for safety protection, and programs in connection with the Work notwithstanding any of the rights and authority granted to the Owner in the Contract Documents.

C. The rights granted Owner under the Contract Documents are cumulative and are not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

1.7 WORK SEQUENCE

A. All work shall be completed in the time specified in the Agreement between Owner and Contractor.

1.8 CONTRACTOR USE OF PREMISES

A. General: during the construction period, the Contractor shall have use of the area identified as “contract limit line” for construction operations, including use of the site. The Contractors’ use of the premises is limited only by the Owners’ right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

B. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

C. The Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the Drawings; any difference which may be found should be submitted to the Architect for consideration before proceeding with the work.

D. Prime Contractors are responsible for all testing required to ensure that their respective systems are installed and working properly. The Owner has retained the services of a third-party special testing and inspection agency for all code required testing and inspection services.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 011200 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Description of Contracts.

B. General Coordination and distribution of work between prime contracts.

C. Refer to other Sections and Drawings for further descriptions of work and coordination.

1.2 RELATED SECTIONS

A. Section 011000 - SUMMARY OF WORK

B. Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

C. Section 015000 - TEMPORARY FACILITIES AND UTILITIES

1.3 SAFETY - LEAD CONTRACTOR DESIGNATION

The General Contractor shall be designated as the “Lead Contractor” with respect to jobsite safety. Responsibilities and authority of the Contractor shall be as follows:

A. The lead Contractor will be responsible to inspect and maintain safe working conditions on the jobsite.

B. Where the work of one (1) Contractor places another Contractor’s workers in jeopardy, the “Lead Contractor” shall direct and coordinate the effort of the Contractors to ensure that jobsite safety is maintained.

C. The lead Contractor will maintain a “competent person” on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during inspection by OSHA employees.

D. The lead Contractor may direct another Contractor to make corrections in the event of a safety violation. Failure of another Contractor to take

prompt action (within 24 hours following written notice) to correct a safety violation shall empower the lead Contractor to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Construction Manager will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of the expense from the offending Contractor through deduct Change Order.

E. The lead Contractor's responsibilities and corresponding authority shall be as defined in the General Conditions of the Contract for Construction.

F. The individual Prime Contractors will maintain primary responsibility for the safety of their workers. The "Lead Contractor" will serve to identify areas of concern and will endeavor to accomplish required corrections through cooperation of other Prime Contractors. In the event this effort is unsuccessful, the "Lead Contractor" will take action as defined above.

G. The Owner will support the decisions and action taken by the "Lead Contractor" to maintain jobsite safety. The Owner will promptly make payment to the "Lead Contractor" when corrective action has been taken on behalf of an offending Contractor and the "Lead Contractor" has provided appropriate documentation.

H. Lead Safety Contractor shall provide regular and periodic safety inspections and reports by an independent safety consultant. Inspections and reports shall be performed at least once each month.

I. Each Contractor shall provide a safety representative who is trained in first aid and CPR.

1.4 DESCRIPTION OF CONTRACTS

A. The work of this project shall be performed under 9 Prime Contracts as defined in this Section.

B. The following is a list of the Prime Contracts to be bid for this project:

Contract 1..... Asbestos Abatement (Previously Bid Out)
Contract 2.....Site and Building Demolition (Previously Bid Out)
Contract 3.....Sitework Construction

Contract 4..... *General Construction*
Contract 5.....*Food Service Equipment Construction*
Contract 6..... *Fire Protection Construction*
Contract 7.....*Plumbing Construction*
Contract 8.....*HVAC. Construction*
Contract 9.....*Electrical Construction*

C. The General Conditions and Division 1 - General Requirements shall apply to all Prime Contracts and Subcontracts for this Project. Each Prime Contract Package Description is to include all Work in accordance with the Contract Documents, except Work covered by other Prime Contract Package Descriptions. Collectively, these Prime Construction Contracts include all materials, labor, supervision, transportation, tools, equipment and services for the Project as shown or implied on the drawings and specified herein, or as may be required or necessary for a complete and satisfactory job.

D. If there is a conflict on a specific item with regards to assignment of work to a specific Contractor between the Contract Documents and the Prime Contract Package Description as Stated herein, the Prime Contract Package Description will govern; however, if an item is covered in the Contract Documents, but not reiterated in the Prime Contract Package Description, the Bidder will be responsible for that item of work.

If an item is covered in two or more contract package descriptions, each Contractor shall include the item at the time of bid. After Contract award, a credit will be solicited for work in question.

E. Each Contractor shall supervise his Work, using his best skills and attention. He shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of their Work, with all Work to be performed under separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by Owner.

F. All items of work listed under the Prime Contract Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.

G. All Prime Contractors shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.

H. All Prime Contractors shall maintain, contribute to and coordinate the schedule as required in the Construction Progress Documentation Specification Section 013200.

I. Asbestos abatement of the existing buildings will be handled under separate contract by the Owner.

If a Contractor encounters material suspected to contain asbestos or another potentially hazardous material, that Contractor should immediately bring this discovery to the attention of the Construction Manager.

J. Contract Documents include all drawings, specifications, contract descriptions, etc. for the work of the Project. Each Prime Contractor shall review all Documents in their entirety.

K. The General Contractor will secure, and the Owner will pay for the building permit.

L. The Owner shall pay all utility tap-in fees for the permanent structure with the exception of the electrical service and electrical pole relocation fees. The Electrical Contractor shall include an allowance of $50,000 for the Electric Company fees for the permanent service. All other fees, including utility connection fees for temporary facilities and all other permits are the responsibility of the appropriate Prime Contractors.

M. The Owner will provide builder's risk insurance.

N. The Installing Prime Contractors will provide testing services for all work as indicated in the technical specifications and in Quality Control Requirements Section 014000 unless testing services are specifically noted as being provided by the Owner.

O. Each Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition except areas designated on the site utilization plan, which shall be the responsibility of the Sitework Contractor. Confirmation of completion of this requirement shall be necessary prior to release of final payment.

P. Definitions:

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."

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."

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations."

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".

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

Q. This is a phased project. Multiple trips to the site for some prime contractors will be required to complete this project.

R. The following items are to be included in each Prime Contractor's Scope of Work:

1. Coordinate all work with other Prime Contractors.

2. This project will utilize Procore Construction Management Software. There is no fee required from Contractors for the use of this product. Invitations to access the project including links to on-line tutorials and help services will be provided to each Contractor and their Personnel assigned to the project by Reynolds Project Manager upon contract execution. The project personnel of each Contractor will be responsible to utilize Procore for accessing, viewing, and downloading documents as well as the submission and processing of all RFI's and submittals throughout the course of the project.

3. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the Construction Manager's field office. A final set of drawings of this Contractor's work shall be submitted to the Construction

Manager upon the completion of the work.

4. Observe and comply with at all times all Federal and State laws and regulations, and Local bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all safety precautions and orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, such observance and compliance shall be solely and without qualification the responsibility of this Trades Contractor without reliance on superintendence or direction by the Owner or their Representative. The duty of enforcement of all of said laws, ordinances, regulations, orders or decrees lies with the body of agency promulgating them, not with the Owner or their Representatives.

5. Perform all work in accordance with the project schedule as described in Section 013200.

6. Provide protection of new roofing systems, equipment, structure, finishes and landscaping from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.

7. The General Contractor shall provide all engineering and layout for his work. In addition, the General Contractor shall provide and maintain throughout the project all building corners and column centerlines. The General Contractor shall provide floor control lines for each floor consisting of at least two perpendicular control lines per area and finish floor elevations. The General Contractor will provide layout for all walls and partitions. Each Trade Contractor shall be responsible for all other survey, engineering, layout, etc. required to execute their work. Each Trades Contractor, at his own expense is to provide all stakes, templates and labor required in laying out their work and is responsible for proper execution of the work to the lines and grades shown on the drawings or as indicated by the Architect/Engineer.

8. Provide all dewatering required to perform the work of their contract.

9. Provide all scaffolding, hoisting, shoring, barricades, ramps, etc., as necessary to perform the work of this contract.

10. Provide safety and protection of persons and property per OSHA, Local and State requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Each Contractor is to return the safety cables to an OSHA approved condition without slack. Provide protection at floor and roof penetrations not shown on the drawings but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the "Lead Contractor" prior to the start of work.

11. All contractors' personnel working on or visiting the project site while construction activities are underway are required to wear safety glasses and hard hats at all times. Appropriate work shoes and clothing should be worn by all construction personnel. The wearing of shorts or sleeveless shirts is not permitted. Clothing with offensive or politically incorrect wording / illustrations is not permitted.

12. Promptly address the recommendations made by the "Lead Contractor" for jobsite safety.

13. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than this Trades Contractor, the Contractor will give the Owner and their Representative timely notice of readiness. The Contractor will then secure and maintain a record of the required certificates of inspection, testing or approval.

14. Inspection, tests, or approvals by the Owner or their Representative shall not relieve this Trades Contractor from his obligation to perform the work in accordance with the requirements of the Contract Documents.

15. Provide all fees, Federal, State and Local taxes, special permits, inspections, etc. as required to perform the work of this Contract unless item is specifically identified as being provided by the Owner or is tax exempt.

16. All submittals, shop drawings and product samples must be received no later than forty-five (45) days following the date of Notice to Proceed. Those submittals for critical schedule activities must be submitted and approved in time to make required deliveries. Contractors are responsible to make material deliveries to accomplish phase completions.

17. No guns, illegal drugs, tobacco products or alcoholic beverages will be allowed on this project. The Owner may require any individual employed or engaged in the project, either directly or indirectly, to submit to drug, and/or alcohol testing, based on reasonable suspicion or if an individual has been involved in an accident. Random drug and/or alcohol testing is strongly encouraged. All testing shall be paid by the Prime Contractors. Any individual who refuses to cooperate with or submit for testing or who test positive for alcohol or drugs shall be excluded from the job site at the direction of the Owner.

18. The USDA, the Owner and their Representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating State, County or Local Municipal representative shall be permitted to inspect all work, materials, and other relevant data and records. This Trades Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.

19. Verify existing conditions prior to start of work and notify Construction Manager of any discrepancies.

20. The General Contractor shall provide for all temporary enclosures of building openings as required to maintain the schedule of the project. Should any Contractor have materials that are delayed on the project, which in turn delays the work of other Contractors, that Contractor shall be required to provide and/or maintain the temporary enclosures required to enclose the missing portions of that Contractor's Work.

21. Each Contractor shall provide holes in structural steel as required for the installation of their work with the approval of the Architect and Engineer. The structural reinforcing must be in accordance with the requirements of Structural Steel specification section.

22. Each Contractor shall provide sealants in accordance with Joint

Sealant specifications in any and all conditions where materials installed by the Contractor abut dissimilar materials (vertical and horizontal joints). Each Contractor is also responsible for sealing penetrations required for the scope of that trade.

23. All Contractors are responsible to clean their construction vehicle's wheels with the intent of keeping all mud off paved surfaces.

24. Each Prime Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The General Contractor shall provide construction dumpster(s) as required for the purpose of trash removal for all Prime Contractors, except the Sitework and Demolition Contractors, who shall remove their own debris. Removal of demolition debris from site will be by the Contractor performing the demolition. Hazardous materials shall not be placed in the dumpster but should be removed from site by Prime Contractor responsible for material. The General Contractor will also periodically organize a project clean up by all Contractors. Those Contractors on site shall provide labor to assist in this cleanup on a weekly basis. After the building is enclosed, the General Contractor shall also provide a laborer a minimum of 16 hours a week to broom sweep the project's interior floor areas with approved sweeping compound to control dust through the duration of the project. General Contractor shall provide a separate line item on the schedule of values for this laborer to broom sweep these areas. Each Prime Contractor shall provide a line item on their initial schedule of values for ongoing project clean-up activities.

25. All Contractors are responsible to provide dust, toxic fume and noise control for their own work.

26. Noisy demolition and construction work will need to occur from 7:00 AM to dusk and per local noise ordinance.

27. Identification badges must be worn by all Contractor Employees working on the Project site, as provided by the Owner.

28. Cutting and Patching:
    a. Exposed finished materials, structural elements, watertight assemblies, HVAC, plumbing, and electrical

equipment and systems.

i. Newly Installed Materials: A Contractor, requiring the cutting of openings in new work 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, requiring the opening, unless specified otherwise.

ii. Existing Materials: A Contractor requiring the cutting of openings in existing materials shall have such openings cut and patched by a Contractor specializing in that trade and the cost shall be at the expense of the Contractor requiring the opening.

iii. 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.

b. Other locations: Cutting and sealing of penetrations in other locations including firestopping shall be by the Contractor requiring the cutting of such openings.

c. All blocking, bracing, reinforcement or structural enhancement required due to cutting and patching shall be provided at no additional cost to the Owner. All patching work shall match adjacent existing work unless otherwise noted.

29. Provide firesafing and firestopping at all locations that are required to maintain a fire rating at floor and wall penetrations as a result of work of each prime contract. All new and/or existing penetrations at walls or ceilings related to a prime Contractor's scope of work shall be firestopped by that Contractor as per the specifications.

30. Provide Steel and Aluminum product certifications as required under the Steel Products Procurement and Trade Practice Acts otherwise known collectively as the "Buy American" requirements of all Public Works Construction Contracts funded in part by the Commonwealth of Pennsylvania.

31. General Contractor will be responsible for the costs of up to and including two Labor and Industry elevator inspections. Any costs associated with additional inspections beyond the second inspection will be equally distributed to the parties that were

responsible for the previous failure.

32. **Coordination Drawings:** Coordination drawings among the HVAC, Plumbing, Fire Protection, Electrical and Ceiling Contractors are required with the lead role assigned to the HVAC Contractor. The HVAC Contractor shall prepare ¼" scale CADD drawings with ductwork & piping layout for review by the other Trade Contractors. The other Trade Contractors shall then prepare and provide CADD additions/modifications representing their work to the HVAC Contractor, who will then prepare final layout and coordination drawings illustrating work by all Trades on one set of coordination drawings for the project as a part of his Contract price. The HVAC Contractor shall conduct coordination meetings with all Trade Contractors to discuss and resolve interference problems. Once each Trade Contractor has initialed with approval the coordination drawings, the HVAC Contractor shall submit the coordination drawings to the Construction Manager for review. The other Trade Contractors should finalize their shop drawings in accordance with the coordination drawings and submit to the Construction Manager.

    Schedule: The HVAC Contractor shall prepare and distribute ductwork & piping drawings for the **first phase of construction** within 25 days after start of construction. The other Trade Contractors shall than prepare and distribute to the HVAC Contractor their CADD input within 15 days. Final coordination drawings to be completed and distributed by the HVAC Contractor for the first phase of construction within 55 days after start of construction**. Each successive phase** is to be completed 45 days following the completion of coordination drawings of the previous phase.

33. Visit the site prior to submitting bid and thoroughly examine the site for existing conditions that may need to be modified or demolished in order to provide the work of this contract. Each Prime Contractor is to include the cost of those modifications or demolition cost within their base bid proposal. No claim for additional work will be permitted for modifications to existing conditions or demolition of existing items that are required to install new work of this contract that are apparent and should have been discovered during the prebid walkthrough.

34. All Prime Contractors shall provide unit prices and quantity allowances as identified with in the specifications. See Section 012750 Unit Prices and Quantity Allowance.

PART II - SEPARATE CONTRACT DESCRIPTIONS

3.0 **CONTRACT No. 3 - GENERAL CONSTRUCTION**

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following specification sections and as shown or implied and indicated on the drawings and as described in the narrative contract description. The work is not restricted by division of drawings or specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording “General Trades Contractor”, “GTC” or “GC” shall mean the same as the “General Contractor”.

B. SPECIFICATION SECTIONS:

INTRODUCTORY INFORMATION
All Sections

BIDDING REQUIREMENTS
All Sections

CONTRACTING REQUIREMENTS
All Sections

DIVISION 1 – GENERAL REQUIREMENTS
All Sections

DIVISION 3 – CONCRETE
All Sections

DIVISION 4 - MASONRY
All Sections

DIVISION 5 – METALS
All Sections

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

All Sections

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
All Sections

DIVISION 8 – OPENINGS
All Sections

DIVISION 9 – FINISHES
All Sections

DIVISION 10 – SPECIALTIES
All Sections

DIVISION 11 – EQUIPMENT

Section 11 1313	Loading Dock Bumpers
Section 11 1319.13	Loading Dock Levelers
Section 11 1700	Teller and Service Windows
Section 11 1900	Detention Surface Padding System
Section 11 2130	Property Storage Equipment
Section 11 2300	Laundry Equipment

DIVISION 12 – FURNISHINGS
All Sections

DIVISION 13 – SPECIAL CONSTRUCTION
All Sections

DIVISION 14 – CONVEYING SYSTEMS
All Sections

DIVISION 31 – EARTH WORK
All Sections (as applicable)

C. Narrative Description of Contract No. 3 - GENERAL CONSTRUCTION The work of this Contract includes, but shall not be limited to the following items:

1. Provide all work indicated on the Architectural and Structural, drawings unless specifically indicated as being furnished, installed or provided by another prime contractor.

2. Provide all fees, Federal, State and Local taxes, inspections, as

required to perform the work of this contract. The building permit will be paid for by the Owner and obtained by the General Contractor.

3. Provide all engineering and layout required to perform the work of this contract.

4. Utilize a professional licensed surveyor to lay out all building corners, to provide a proper benchmark elevation (or elevations) adjacent to new building location and to establish finished slab on grade elevations from those benchmarks. Benchmark(s) will be protected until after all slab on grade work, sidewalks and concrete curb work adjacent to building is completed.

5. Provide incidental erosion and sedimentation control as required for the work of this Trade Contractor's work. The Sitework Contractor will be responsible for installing and maintaining the erosion and sedimentation control while they are working on the site. The General Contractor is responsible to maintain the erosion and sedimentation control measures in the phases of the project where the Sitework Contractor is not on the site. The General Contractor is responsible to schedule his work to satisfy D.E.P./County Conservation District and will be responsible for any violations, fine, etc., issued by D.E.P./County Conservation District or other agencies as a result of the work not being installed, completed or maintained during those phases when the Sitework Contractor is not on the site.

6. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the Sitework Contractor. The General Contractor will be named co-permittee holders with the Sitework Contractor.

7. Provide temporary railings and protection at all floor openings, stairs, elevated floor perimeters, roof openings, roof perimeters, etc., as required by OSHA. Protection for excavations shall become the sole responsibility of the Trade Contractor conducting the excavation.

8. Provide temporary toilet facilities as per specification Section 015000.

9. Provide general snow removal through-out the project in order to facilitate construction. Remove snow from roof surfaces and roof deck in order to facilitate installation of roofing system. Sitework Contractor shall be responsible to remove snow as required for Site Construction.

10. Perform all final cleaning except work specified to be by another trade.

11. Provide an on-site office trailer for the General Contractor's use that shall be large enough for job conferences with 12 people. Trailer shall be a minimum of 12' wide by 48' long and shall be equipped with an 8' conference table with a minimum of 12 office chairs for job conferences. Provide set up of trailer including stairs and landing, skirting, wheel blocking and anchorage. Location shall be as directed by the Construction Manager.

12. Provide construction identification sign per specification Section 015000 and per USDA's standard.

13. The Building and Demolition Contractor shall furnish and install temporary fencing where indicated on the site demolition drawings and include rental of fencing for two months. Demolition Contractor will provide name of fence rental company for transfer of fence rental agreement to the General Contractor. The General Contractor will pay for the rental of the fence for the remainder of the project. Removal and return of temporary fencing will be the responsibility of the General Contractor.

14. The Building and Site Demolition Contractor will provide all mass building and site demolition work required for the project unless noted otherwise. The Building and Site Demolition Contractor will disconnect and cap existing services and systems feeding the existing onsite buildings scheduled for demolition.

15. Provide all excavation and backfill required for work of this Trades Contractor with the exception that the Sitework Contractor shall excavate and provide proper OSHA approved excavated laybacks at concrete building retaining walls and building retaining wall foundations. The Sitework Contractor will

stockpile a sufficient quantity of proper approved backfill material for the General Contractor to utilize for backfilling those building retaining walls. The Sitework Contractor will provide the building pad sub-grade to the correct elevation +/- 1". Variations from design subgrade shall balance so that General Contractor shall not be required to either haul-in or off of building pad earth in order to achieve design subgrade prior to placing stone base. The General Contractor shall accept the building pad and be responsible for restoring proper subgrade elevations prior to placing his stone base for slab-on-grade.

16. The General Contractor shall be responsible for excavation of all other foundations other than the retaining wall foundations.

17. The Sitework Contractor shall provide for sweeping and cleaning all parking lots and roadways during the period when earthwork operations are proceeding. The General Contractor is to provide for these areas to be kept clean after the Sitework Contractor is substantially complete with the earthwork. The Sitework Contractor is to provide for removal off site of all waste or excess materials generated by this work.

18. Provide all building concrete work including foundations, slabs on grade, slabs on deck, elevator pits, topping slabs, pads, walls, stairs and miscellaneous concrete. Provide all formwork, reinforcing, expansion control, fine grading, stone base, vapor barrier, rigid insulation, finishing, curing, accessories, etc necessary for this work.

19. Note that the concrete retaining wall must be backfilled prior to any floor framing being placed.

20. The General Contractor shall remove all excess materials resulting from the excavations for his work from the building pad area to a contiguous location on site. Location to be determined by the Construction Manager.

21. The General Contractor is to furnish, lay out all and install all reinforcing steel.

22. Provide all site concrete paving, sidewalks, ramps, steps, stoops and frost walls including reinforcing steel. Site curbs shall be

provided by the Sitework Contractor.

23. Make provisions for and/or install all items embedded in concrete supplied by other Prime Contractors.

24. MEP trades are to provide all housekeeping and equipment pads required for their work.

25. General Contractor shall provide all concrete equipment pads required for the Food Service and Laundry Equipment Contractor's equipment.

26. Provide concrete for metal pan stairs and landings.

27. Provide all precast concrete cells along with items and finishes identified as being preinstalled offsite. Coordinate erection sequencing between the GC's structural steel erector, The GC's concrete subcontractor, the GC's masonry subcontractor and the GC's precast cell erector. There may be a need to sequence a portion of the buildings concrete foundations and steel erection to permit the precast concrete cell erector access to install some of the interior precast concrete cells. These precast cells weigh in excess of 20 tons each.

28. General Contractor's Precast Concrete Cell subcontractor shall coordinate Fire Protection, Plumbing, HVAC and Electrical requirements with those Prime Contractors to ensure complete fire protection and MEP system components are made completely operational.

29. Provide all precast hollow core plank.

30. Provide all masonry including all accessories.

31. Provide temporary enclosures, winter protection and heat as required to install work of this contract in conformance with the project schedule.

32. Provide all masonry anchors and structural anchor straps including field welding to structural steel if required.

33. Provide dowels, embeds, concrete lintels etc. Install anchor bolts,

embeds, loose steel lintels, etc., as furnished under other Prime Contracts, and installed in masonry.

34. Provide grouting of structural members into masonry.

35. Provide grouting of hollow metal and security frames in masonry.

36. Install any access panels in masonry furnished by other Prime Contractors. Coordinate location and openings with Prime Contractors.

37. Provide masonry cavity wall insulation or inserts as shown or specified.

38. Provide all flashings.

39. Provide final cleaning of masonry. Provide washdown of exposed masonry surfaces.

40. Provide all window stools.

41. All cranes are required to have FAA approved flashing beacon lights due to helicopters landing at the hospital across the street. General Contractor to provide the FAA and the Uniontown Hospital's officials the proper advanced notice of when any crane work will occur along with the approximate duration the crane will be there.

42. Provide all structural steel, steel joists, metal decking, structural steel shapes/members/elements indicated on the Structural or Architectural drawings.

43. Provide openings and framing in all new floor and roof decks for other trades with any dimension larger than 12". Contractor requiring opening shall provide layout for openings. Openings with both dimensions smaller than 12" shall be provided by the Contractor requiring the opening. Review architectural and MEP drawings for opening locations that may not be indicated on structural drawings.

44. Furnish and install 2 runs of continuous safety cables at elevated

floor perimeters and floor openings. Provide turnbuckles at appropriate intervals to permit tightening of safety cables to OSHA approved tolerances without the use of come-a-longs. Turnbuckles shall be no further than 150 feet apart. General Contractor shall remove safety cables when no longer required.

45. With respect to OSHA requirements for steel erection, the General Contractor shall be the "controlling Contractor" responsible to provide written notification for work of their contract, to the steel erector. Please reference OSHA regulations sections 1926.750 through 1926.752, etc.

46. Provide installation, grouting and leveling of base and bearing plates.

47. Provide all miscellaneous metals, metal stairs, railings and cold-formed metal fabrications.

48. Provide all loose metal lintels as noted and for masonry openings shown on architectural or structural drawings. All loose lintels required, but not clearly shown, scheduled or dimensioned on either architectural or structural drawings shall be furnished by the trade requiring the opening. General Contractor's Masonry Subcontractor to install loose steel lintels furnished by other trades. The Prime Contractor requiring the opening shall provide lay out for lintel installations to the Masonry Subcontractor in a timely manner.

49. Provide all light gage metal framing.

50. Provide all expansion joints and covers not specifically noted to be provided by other prime contracts.

51. Provide rough carpentry including but not limited to interior wood blocking - shown or required and roof blocking.

52. Provide all finish carpentry including but not limited to, custom millwork and casework. All architectural wood casework supplied under this contract that has exposed wood elements shall have these elements shop finished prior to delivery to the project site. Shop finish shall be as approved by the Architect during the shop drawing process.

53. Provide all solid surface materials. GC to coordinate cut-outs for sinks and toilet accessories with Plumbing Contractor.

54. Provide all waterproofing and damp proofing.

55. Provide all under slab and foundation insulation. Provide all insulation that is not provided by another Prime Contractor.

56. Provide all weather barriers.

57. Provide all roof systems.

58. Provide all rigid roof insulation.

59. Provide all gutters, downspouts, scuppers and roof accessories.

60. Provide all exterior metal roof fascia and soffit materials and associated wood blocking.

61. Provide all metal flashings, copings, and roof edgings as required and indicated for a complete roofing installation.

62. Roof drains will be furnished and installed by the Plumbing Contractor.

63. Provide all splash blocks and walkway pads as indicated.

64. Provide all roof blocking, anchor bolts and nailers as required.

65. Install all kitchen equipment curbs, furnished by the Food Service Contractor.

66. Provide roofing expansion joints and covers.

67. Provide all properly executed roof warranties.

68. Provide all roof penetration boots, flashings and counter flashings as required.

69. Provide and maintain protection of roof edges and penetrations during the work of this Contract.

70. HVAC Contractor shall furnish curbs as required for all roof-mounted equipment to General Contractor for installation. Wood blocking at roof openings to be provided by the General Contractor. Coordinate blocking locations and requirements with HVAC Contractor.

71. Cut openings in new roof membrane and insulation for installation of new roof penetrations and openings.

72. Provide all metal wall panels.

73. Provide firestopping for work of this contract and general firestopping not provided under the other prime contracts. Refer to remainder of Prime Contract Descriptions for work of the other prime contracts.

74. Provide all Intumescent fire protection on all exposed to view structural steel that requires a fire rating.

75. Provide all sprayed-on fireproofing.

76. Provide roof hatches and roof ladders.

77. Provide all joint sealants related to the work of this Trades Contractor.

78. Provide all hollow metal frames, doors and borrowed lite frames. Provide toothing of masonry if the hollow metal or security frames are not delivered in accordance with the project schedule.

79. Provide all detention doors and frames. Coordinate associated electrical components with the Electrical Contractor's Security subcontractor.

80. Provide all aluminum entrances and storefronts, aluminum windows, glass and glazing systems. Include all misc. flashings and copings as required for each system, unless clearly noted by Contract Documents, to be provided by another prime Contractor.

81. Provide additional structural members as maybe required for the installation of glass and glazing systems, but not clearly indicated on Structural drawings.

82. Provide brakemetal interior and exterior window, storefront and curtain wall trim.

83. Provide miscellaneous glass and glazing at hollow metal doors, frames and wood doors.

84. Provide stainless steel and aluminum doors and door frames.

85. Provide finish hardware for all doors.

86. Provide spandrel insulation where indicated.

87. Provide all security windows and window screens.

88. Provide all access doors and panels as shown on Architectural drawings. Install all indicated access panels in this Contractor's work furnished by other trades. All access panels required but not shown shall be provided by the Contractor requiring the same.

89. Provide all coiling doors, coiling counter doors, and overhead doors.

90. Provide finish hardware for all doors provided as part of this contract as well as cylinders for all doors.

91. Provide all detention door hardware.

92. Provide all interior metal studs, sound batt insulation and gypsum wallboard systems.

93. Provide acrylic plaster finishes where indicated.

94. Provide all adhesives, mastics, edgings, nails, binding, tape, floor fillers, primers, cleaners, etc. for a complete finish flooring product.

95. Provide assurance/guarantee of compatibility of adhesive with

existing floor conditions and with leveling/patching material provided as work of this contract.

96. Provide floor and/or wall preparation prior to installation of the materials of this contract, to include normal/reasonable flash patching, final scraping and sweeping.

97. Should floor moisture emissions exceed manufacturers recommended levels for standard adhesive, Contractor shall provide, at no additional cost, appropriate special adhesives or sealers that will allow floors to be installed without adversely affecting the project schedule in accordance with the manufacturer's recommendations.

98. Provide protection of finished surfaces until finishes have been accepted by the Owner.

99. Provide all reducer strips and transition strips to dissimilar floor finishes and floor transitions.

100. Provide all flooring and base required.

101. Provide extra stock of flooring and base as specified.

102. Provide all porcelain, ceramic and quarry tile finishes.

103. Provide extra material of each type of tile as per the specifications.

104. Provide all acoustical ceiling systems including hanging wire, wall angle, main runner grid, T-grid, ceiling tiles, edge banding, etc.

105. Provide security ceiling assemblies.

106. Provide extra stock of each type of ceiling tiles as specified.

107. Provide all expansion joint covers and sealants in ceiling-to-ceiling and ceiling to wall applications as required in areas to receive new acoustical ceilings.

108. Participate in the coordination drawing process as defined in this

specification section Part 1.4.P.

109. Provide painting of all walls, ceilings, doors, door frames, wood surfaces, misc. metals, etc. as scheduled.

110. Provide painting of exposed HVAC, plumbing, fire protection and electrical systems and equipment in finished spaces (except factory-finished equipment).

111. Provide extra stock of each color and type of paint.

112. Provide primer touch-up and paint finish for all hollow metal frames, doors, steel lintels or other metal surfaces indicating finish.

113. Provide surface preparation as specified or required.

114. Provide field finishing of new and existing architectural woodwork as shown or specified unless noted to be prefinished.

115. Disposal of all hazardous materials shall be done in accordance with Federal, State, County and Local requirements. No hazardous materials shall be placed in the Owner's or other party's waste containers or dumpster.

116. Paint all site miscellaneous metals as required.

117. Paint all structural and miscellaneous metals exposed to public view or scheduled to be finished.

118. Provide all high-performance coatings.

119. Provide for protection of all finished installations under this contract until acceptance by the Owner.

120. Provide all Specialties indicated in Division 10 – Specialties.

121. Refurbish and reinstall the existing flagpole. The Demolition contractor shall remove and salvage the existing flagpole and turn over to the General Contractor.

122. Provide all equipment in Division 11 - Equipment, except for the

Food Service Equipment Section 114000.

123. Provide laundry equipment.

124. Provide all window treatments.

125. General Contractor shall set, and grout kitchen drain pan furnished by the Food Service Equipment Contractor.

126. Provide new elevators including all testing and permits as required.

127. General Contractor will be responsible for the cost of up to and including two Labor and Industry elevator inspections. Any cost associated with additional inspections beyond the second inspection will be equally distributed to the parties that were responsible for the previous failure.

128. Grout elevator sills.

4.0 CONTRACT No. 4 - SITEWORK CONSTRUCTION

A. The work of this Prime Contract Package Description consists of the Work detailed by the following specification sections and as shown or implied and indicated on the drawings. The work is not restricted by division of drawings or specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "Site Contractor" shall mean the same as "Sitework Contractor".

B. SPECIFICATION SECTIONS:

INTRODUCTORY INFORMATION
All Sections

BIDDING REQUIREMENTS
All Sections

CONTRACTING REQUIREMENTS
All Sections

DIVISION 1 – GENERAL REQUIREMENTS
All Sections

DIVISION 3 – CONCRETE
All Sections (as applicable)

DIVISION 31 – EARTH WORK
All Sections

DIVISION 32 – EXTERIOR IMPROVEMENTS
All Sections

DIVISION 33 – UTILITIES
All Sections

C. Narrative description of Contract No. 4 – SITEWORK CONSTRUCTION. The work of this contract includes, but shall not be limited to the following items:

1. Provide all work indicated on the Civil and Landscaping drawings unless specifically indicated as being furnished, installed or provided by another prime contractor.

2. The Sitework Contractor will provide all engineering and layout required to perform their work. Refer to 01012-5, P.

3. Provide for sweeping and cleaning all parking lots and roadways during the work of this Prime Contract. The General Contractor to provide for these areas to be kept clean after the Sitework Contractor is substantially complete with the earthwork or during those phases of the project when the Sitework Contractor is not mobilized on the site. Provide for removal off site of all waste or excess materials generated by this work.

4. Sitework Contractor shall be responsible to remove snow as required for Site Construction.

5. Maintain and remove construction entrances.

6. Provide all quality control testing as required by the Contract Documents for the work of this Contractor, exclude testing specifically indicated to be provided by the Owner.

7. Provide temporary construction access drive, parking and staging areas. Provide and maintain stoned areas for field offices, laydown areas and temporary construction or access roads as shown or indicated by the Site Utilization Plan or Section 015000. Restore at completion of the project.

8. Provide topsoil removal and replacement, seed and mulch. The topsoil shall be stored on site as designated by the soil conservation service until ready to be re-spread as directed by the Construction Manager. Provide imported topsoil if required by the site conditions.

9. Sitework Contractor should examine the site demolition drawings that were previously bid. The Building and Site Demolition Contractor is responsible for the following items indicated on those drawings and are therefore not a part of the Sitework Contract:

    A. Provide all Building and Site Demolition as indicated on site demolition plans.

B. Provide all temporary erosion control measures as indicated on the demolition drawings. Provide a temporary construction entrance.
C. Disconnect, plug and cap all utilities per local utility company requirements. Contact utility companies directly and coordinate that work with them. Copy Construction Manager on all correspondence.
D. Remove abandoned utilities and storm piping. Note that not all stormwater piping is indicated but the locations of the existing manholes are located. Contractor to remove interconnecting stormwater piping between these manholes even if not shown on demolition drawings.
E. Remove retaining walls.
F. Remove underground fuel storage tank.
G. Remove all items as needed to complete work.
H. Furnish and install temporary fencing where indicated and include rental of fencing for two months. Demolition Contractor will provide name of fence rental company for transfer of fence rental agreement to the General Contractor. Removal and return of temporary fencing will be by General Contractor.
I. Provide demolition of building foundations and grease pit.
J. Provide backfill of voids created by foundation removals to 95% compaction in areas where the proposed new building slab on grade will be above that elevation. No need for proper compaction of earth that will be removed during the next phase of construction.
K. Remove all trees, shrubs and other plant life, light poles, light pole bases, bollards, concrete curbs, asphalt and concrete paving, as well as other items indicated.
L. Gravel base under asphalt and concrete to remain when demolition activities are complete.

10. Provide additional erosion control measures that were not previously indicated on the site demolition drawings as being provided by the Demolition Contractor. The Sitework Contractor will be responsible for installing the remainder of the erosion control devices and maintaining the erosion and sedimentation control while working on the site. The General Contractor will be responsible to maintain the erosion and sedimentation control in the phases of the project where the Sitework Contractor is not on the site. The Sitework Contractor is responsible to schedule

this work to satisfy D.E.P./County Conservation District and will be responsible for any violations, fines, etc., issued by D.E.P./County Conservation District or other agencies as a result of the work not being installed, completed or maintained. During those phases when the Sitework Contractor is not on the site this will become the responsibility of the General Contractor.

11. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the Sitework Contractor. The General Contractor will be named co-permittee holders with the Sitework Contractor.

12. Provide all remaining site demolition as may be required to complete the work of this contract, including removal of all demolition debris.

13. Provide all rough earthwork to final sub grade conditions.

14. Provide all excavation and backfill required for work of this Trades Contractor. The Sitework Contractor shall excavate and provide proper OSHA approved excavation laybacks at concrete building retaining walls and building retaining wall foundations. The Sitework Contractor will stockpile a sufficient quantity of proper approved backfill material for the General Contractor to utilize for backfilling those building retaining walls. The Sitework Contractor will provide the building pad sub-grade to the correct elevation +/- 1". Variations from design subgrade shall balance so that General Contractor shall not be required to either haul-in or off of building pad earth in order to achieve design subgrade prior to placing stone base.

15. The General Contractor shall be responsible for excavation of all other foundations other than the retaining wall foundations.

16. Provide all excavation cuts and fills, including imports and exports of spoils as necessary to achieve final grades for all areas.

17. The General, Plumbing, and Electrical Contractors shall remove all excess materials resulting from the excavations for their work to a contiguous location on site. The Sitework Contractor shall load and truck all of these excess materials created by these operations and dispose of them legally offsite.

18. Provide all rock excavation as required for the work of this

contract to design subgrades.

19. Verify all underground utilities prior to excavation. Furnish Construction Manager with confirmation. The utility lines shown on the drawings were located by field surveys or from utility companies' maps. These lines are not guaranteed or represented as being accurate by the Owner or their representative, or to be in the position indicated on the drawings. There is no guarantee or representation that all existing lines and facilities are shown on the Drawings.

    The Contractor shall take whatever measures necessary to provide such bracing and shoring to protect all existing utilities from damage. No additional payment will be made for protecting utilities or for providing bracing and shoring. This work will be considered incidental to the work being performed.

    If the Contractor damages existing utilities, he shall immediately notify the Construction Manager, the Owner and said utility company and take such measures as are necessary to ensure the safety of the workmen, the public, and the project area. He shall arrange to repair immediately all such damages to restore service and the expense incurred will be the responsibility of the Contractor.

20. It shall be the Contractor's responsibility to comply with all applicable requirements of Act 287, or as amended, in order to contact all utilities within the project site and to have facilities field located and referenced prior to excavation.

21. If the Authority Having Jurisdiction (AHJ) requires that plumbing work provided as part of site utility work be installed by a licensed master plumber, the Sitework Contractor shall employ a licensed master plumber to meet that requirement.

22. Provide all Division 23 Utilities.

23. Provide packaged utility wastewater pumping station.

24. Provide site water and fire service lines, water meter pit, tap-in, with accessories as required. Provide water line to a termination within 5' of the building line. Final connection to building pipe shall be by the Plumbing Contractor.

25. Provide site storm water work as indicated on all drawings including all inlets, headwalls, endwalls, riprap and geotextile fabrics required. Plumbing Contractor shall provide all storm water piping within the building to 5' outside the building. Final connection to building pipe shall be by the Plumbing Contractor. Provide all perimeter stormwater collection piping.

26. Provide site sanitary sewer and manholes as indicated on all drawings to a termination within 5' of the building line including sanitary force mains and gravity lines. Final connection to building pipe shall be by the Plumbing Contractor.

27. Review the plumbing drawings for coordination with site utilities and provide a complete system to allow for final connection by the Plumbing Contractor in accordance with the Plumbing Contractor's scope of work.

28. Provide complete storm water detention system.

29. Provide mowing and maintenance of lawns within the construction areas as required by the specifications until accepted by the Owner.

30. Provide bituminous paving, line striping, handicap markings, concrete bumper blocks, road and parking accessories and signs, lawn and grasses as shown or specified.

31. Sitework Contractor to clean binder paving and provide tack coat on temporary lots as required for construction phasing. Schedule for placement of binder and topcoat is to be determined by Construction Manager.

32. Provide layout, excavation, backfill and construction of concrete curbs.

33. Provide all miscellaneous site improvements as noted on the Contract Documents, unless noted specifically to be provided by another Prime Contractor.

34. Pole-mounted light fixtures and concrete bases shall be provided by Sitework Contractor. Electrical Contractor shall provide all conduit and wiring for those light fixtures. All other site electrical work is provided by the Electrical Contractor. Electrical Contractor to provide electric to sewer pump station.

35. Electrical Contractor to provide all saw cutting, excavation, and backfill, including work for new incoming electrical service, etc. as necessary to install the work of the Electrical Contract. Patching of sitework areas and surface restoration will be by the Sitework Contractor.

36. Provide all temporary signage and traffic control measures required by the work of this Contract.

37. Provide segmental retaining walls.

38. Sitework Contractor shall provide re-grading of the site following completion of exterior masonry as required as a result of the mason's lifts, cranes and equipment.

39. Sitework Contractor shall provide site fences and gates including decorative metal fences and gates.

40. Provide restoration of disturbed lawn areas at the completion of the work.

41. Provide temporary protection of trees and shrubs.

42. Provide all landscaping, including soil preparation, trees, shrubs, ground covers, plantings, seed, sod, mulch and edging.

43. The Sitework Contractor shall provide for the use of the GC's Structural Steel Subcontractor the following as per OSHA Standard:

"1926-752©(1) Adequate access roads into and through the site for the safe delivery and movement of derricks, cranes, trucks, other necessary equipment, and the materials to be erected and means and methods for pedestrian and vehicular control. Exceptions: this requirement does not apply to roads outside of the construction site.

1926-752©(2) A firm, properly graded, drained area, readily accessible to the work with adequate space for the safe storage of materials and the safe operation of the erector's equipment."

5.0 CONTRACT No. 5 - FOOD SERVICE EQUIPMENT

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes.

B. SPECIFICATION SECTIONS:

INTRODUCTORY INFORMATION
All Sections

BIDDING REQUIREMENTS
All Sections

CONTRACTING REQUIREMENTS
All Sections

DIVISION 1 – GENERAL REQUIREMENTS
All Sections

DIVISION 11 – EQUIPMENT
Section 114000 Food Service Equipment

C. Narrative description of Contract No. 5 - FOOD SERVICE EQUIPMENT: The work of this contract includes, but shall not be limited to the following items:

1. Provide all work indicated on the Food Service Equipment Drawings unless specifically indicated as being furnished, installed or provided by another prime contractor.

2. Submit shop drawings, samples, schedules, manuals, as-built drawings, etc. as required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the Construction Manager's office. A final set of As-Built drawings of this Contractor's work shall be submitted to the Construction Manager upon completion of the work.

3. Provide Operation and Maintenance manuals and instructions to Owner as specified.

4. Coordinate the location and sizing of mechanical and electrical connections with HVAC, Plumbing, and Electrical Contractors.

5. Provide kitchen equipment layouts and fabrication drawings giving locations, dimensions off column lines, elevations, etc. for rough-in and final connections of HVAC, plumbing and electrical service.

6. Provide general and final cleanup of kitchen equipment.

7. Provide all kitchen equipment as shown or specified. Provide finish trim as required.

8. Provide setting of all equipment. The final HVAC, plumbing, and electrical connections will be by others. Coordinate these connections with those Prime Contractors.

9. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractors.

10. Furnish roof curbs and all other equipment associated with the food service equipment to the appropriate Contractors for installation.

11. Provide all sealant work as related to food service equipment and required by Department of Health, D.E.P., etc.

12. Provide any access panels, which are required for access to the work by this Contract and not shown on the Architectural drawings. Coordinate opening requirements with the other Prime Contractors.

13. Provide firesafing and firestopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract. All new and/or existing penetrations at walls or ceilings related to this scope of work shall be fire caulked by this Contractor.

14. General Contractor shall provide all concrete equipment pads required for the Food Service Contractor’s equipment.

15. Provide exhaust hoods including fire suppression systems.

6.0 CONTRACT No. 6 - FIRE PROTECTION CONSTRUCTION

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following specification sections and as shown or implied and indicated on the drawings and as described in the narrative contract description. The work is not restricted by the division of drawings or specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the specifications and applicable codes. The use of the wording "Fire Suppression Contractor" or "Sprinkler Contractor" shall mean the same as the "Fire Protection Contractor".

B. SPECIFICATION SECTIONS:

INTRODUCTORY INFORMATION
All Sections

BIDDING REQUIREMENTS
All Sections

CONTRACTING REQUIREMENTS
All Sections

DIVISION 1 – GENERAL REQUIREMENTS
All Sections

DIVISION 03 – CONCRETE
All Sections (as applicable)

DIVISION 05 – METALS
Section 055000 Metal Fabrications (as applicable)

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
Section 078400 Firestopping (as applicable)
Section 079200 Joint Sealants (as applicable)

DIVISION 08 – OPENINGS
Section 083100 Access Doors and Frames

DIVISION 21 – FIRE SUPPRESSION
All Sections

DIVISION 26 – ELECTRICAL (as Applicable)

C. Narrative Description of Contract No. 6 – FIRE PROTECTION CONSTRUCTION: The work of this Contract includes, but shall not be limited to the following items:

General Requirements:

1. Provide all work indicated on the Fire Protection drawings unless specifically indicated as being furnished, installed or provided by another prime contractor.

2. Participate in the coordination drawing process as defined in this specification section Part 1.4.P.

3. Provide de-watering of excavations for work of this Contract.

4. Provide Operation and Maintenance instruction manuals and specified training to the Owner. Provide copies of all test results to the Construction Manager.

5. Provide layout for the General Construction Contractor indicating all openings in the new floor and roof decks that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Fire Protection Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not shown on the architectural or structural drawings shall be by the Contractor requiring it for their work.

6. Provide protection of structure, finishes and landscaping from damage resulting from the work of this Contract. Repair any damage promptly to the satisfaction of the Owner.

7. General Contractor shall provide all steel, not including loose lintels and miscellaneous metal for the new building. The trade requiring a lintel, which is not clearly indicated on either the architectural or structural drawings, shall provide those lintels required to install his work.

8. Provide painting for “touch up” required to restore “factory finished” equipment and material to its original condition.

Project Requirements:

1. Provide all sprinkler work including sprinkler piping, heads, flow and tamper switches, trim, accessories, supports unless shown or specified by others, anchorage, etc., as shown and/or specified in order to have 100% sprinkler coverage throughout the buildings.

2. Provide metal sprinkler pipe enclosures under day-room mezzanine walkways and where indicated.

3. Provide color-coding and identification of valves and lines as indicated.

4. Provide cleaning and testing of lines and equipment. Include final inspection. Provide testing of underground fire protection lines per NFPA 13 requirements.

5. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of fixtures and equipment.

6. General Contractor to provide all loose metal lintels as noted for masonry openings shown on architectural or structural drawings. All loose lintels required, but not clearly shown, scheduled or dimensioned on either Architectural or Structural drawings shall be furnished by the trade requiring the opening. General Contractor to install loose steel lintels furnished by other trades. The prime Contractor requiring the opening shall provide lay out for lintel installations to the General Contractor’s Masonry Subcontractor in a timely manner.

7. Verify existing services prior to start of work in existing facility and notify the Construction Manager of any discrepancies.

8. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.

9. Furnish any embeds and sleeves required to be cast in concrete or masonry to the appropriate Prime Contractor.

10. Perform final connection to sprinkler service provided by another Prime Contractor.

11. Provide fire pump and standpipe system.

12. Provide firesafing and firestopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.

13. Provide and install any access panels, which are required for access to the work by this Contract. Coordinate opening requirements with the General Contractor's Masonry Subcontractor and Acoustical Ceiling Subcontractor.

14. Coordinate tie in of sprinkler system to fire alarm system with Electrical Contractor. Provide flow and tamper switches for connection to fire alarm system.

15. Work must be complete and tested to meet the requirements of PA L&I and Local code for each phase.

16. Provide maintenance and testing of the fire suppression system for one year after final completion, perform on a quarterly basis.

7.0 CONTRACT No. 7 - PLUMBING CONSTRUCTION

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following specification sections and as shown or implied and indicated on the drawings and as described in the narrative contract description. The work is not restricted by the division of drawings or specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the specifications and applicable codes.

B. SPECIFICATION SECTIONS:

INTRODUCTORY INFORMATION
All Sections

BIDDING REQUIREMENTS
All Sections

CONTRACTING REQUIREMENTS
All Sections

DIVISION 1 – GENERAL REQUIREMENTS
All Sections

DIVISION 31 – EARTHWORK
Section 312316.13 Trenching (as applicable)
Section 312319 Dewatering (as applicable)

DIVISION 03 – CONCRETE
All Sections (as applicable)

DIVISION 05 – METALS
Section 055000 Metal Fabrications (as applicable)

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
Section 078400 Firestopping (as applicable)
Section 079200 Joint Sealants (as applicable)

DIVISION 08 – OPENINGS
Section 083100 Access Doors and Frames (as applicable)

DIVISION 11 – EQUIPMENT
Section 112300 Laundry Equipment (as applicable)
Section 114000 Food Service Equipment (as applicable)

DIVISION 21 – FIRE SUPPRESSION
All Sections (as applicable)

DIVISION 22 - PLUMBING
All Sections

DIVISION 26 – ELECTRICA L
As Applicable

C. Narrative description of Contract No. 7 – PLUMBING CONSTRUCTION: The work of this Contract includes, but shall not be limited to the following items:

General Requirements:

1. Provide all work indicated on the Plumbing drawings unless specifically indicated as being furnished, installed or provided by another prime contractor.

2. See food service equipment, laundry equipment, architectural and civil drawings for additional plumbing related notes.

3. Participate in the coordination drawing process as defined in this specification section Part 1.4.P.

4. Provide Operation and Maintenance manuals and instructions to Owner as specified.

5. Provide layout for the General Construction indicating all openings in the new floor and roof decks that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Plumbing Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not shown on the architectural or structural drawings shall be by the Contractor requiring the opening.

6. Verify existing services prior to start of work in existing facility and notify the Construction Manager of any discrepancies.

7. General Contractor will provide all steel including loose lintels and miscellaneous metals indicated on architectural or structural drawings. If not indicated on architectural or structural drawings, the Plumbing Contractor will provide as required for his work.

Project Requirements:

1. Provide all plumbing work including sanitary sewer and vent piping, domestic water piping and equipment, gas piping, pipe insulation, roof and floor drains, plumbing fixtures, trim, accessories, supports unless shown or specified by others, anchorage, etc., as shown and/or specified.

2. Coordinate plumbing requirements with the General Contractors Precast Concrete Cell Subcontractor to ensure a complete plumbing system to make all plumbing components completely operational.

3. Provide a complete storm water system as shown on plumbing or civil drawings, to 5' outside of building. Provide final tie-in (of storm sewer). Coordinate with Sitework Contractor.

4. Condensate drain lines, if required for HVAC equipment shall be provided by the HVAC Contractor.

5. Provide a complete domestic water and sanitary system as shown on plumbing or civil drawings to 5' outside of building. Provide final tie-in (of domestic water and sanitary system). Coordinate work with Sitework Contractor and Fire Protection Contractor.

6. The Sitework Contractor shall provide the packaged utility wastewater pumping station and precast concrete valve vaults and meter boxes per division 33 Utilities.

7. Provide for a complete building and site gas services as noted on documents. The underground gas service to the meter is by the Utility Company. Coordinate site gas line work with Natural Gas

Company and any of the lines they are providing.

8. Provide sump pumps and applicable drainage piping where required.

9. Provide underground radon system as indicated on structural drawings and plumbing drawings. Coordinate with General Contractor with the work they are providing. Provide an add alternate for above ground piping. The add alternate fans for this system will be provided by the HVAC Contractor.

10. Provide color-coding and identification of valves and lines as indicated.

11. Provide cleaning, disinfecting and testing of lines and equipment, and final inspection.

12. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of fixtures and equipment.

13. Provide insulation required for the scope of this Contract.

14. Provide all excavation, bedding and backfill, etc. as necessary to install the work of this Contract.

15. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.

16. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.

17. Provide concrete at all services crossing under or near foundations that require excavated area to be filled with concrete.

18. Coordinate with the General Contractor's Masonry Subcontractor installation of piping installed inside masonry units; include providing any temporary supports that are necessary.

19. General Contractor to provide all loose metal lintels as required for masonry openings shown on architectural or structural

drawings. All loose lintels required, but not clearly indicated on either architectural or structural drawings shall be furnished by the trade requiring the opening. General Contractor's Masonry Subcontractor to install loose steel lintels furnished by other trades. The Prime Contractor requiring the opening shall provide lay out for lintel installations to General Contractor's Masonry Subcontractor in a timely manner.

20. Provide fire-safing and fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.

21. Provide any access panels, which are required for access to the work by this Contract that are not indicated on the architectural drawings. Coordinate opening requirements with the General Contractor's Masonry Subcontractor and Acoustical Ceiling Subcontractor.

22. Provide final plumbing connection of all casework and equipment as required.

23. Provide final cleaning of all fixtures.

24. Furnish roof drains; turn over to the General Contractor's Roofing and Sheet Metal Subcontractor for installation.

25. All fused disconnects will be provided by the Electrical Contractor. Refer to the drawings and specifications for the motor starters and disconnects. VFDs will be provided by he contractor providing the equipment.

26. Review Food Service and Laundry Equipment Specifications and Drawings for required plumbing work. Provide all plumbing work as required to provide a functioning kitchen and laundry but not clearly identified as being provided by the Food Service and Laundry Equipment Contractor.

27. Provide temporary water service for construction purposes.

28. Work must be complete and tested to meet the requirements of PA L&I and Local code inspections for each phase.

8.0 CONTRACT No. 8 - HVAC CONSTRUCTION

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following specification sections and as shown or implied and indicated on the drawings and as described in the narrative contract description. The work is not restricted by the division of drawings or specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the specifications and applicable codes. The use of the wording “Mechanical Contractor” or “Heating Contractor” shall mean the same as the “HVAC Contractor”.

B. SPECIFICATION SECTIONS:

INTRODUCTORY INFORMATION
All Sections

BIDDING REQUIREMENTS
All Sections

CONTRACTING REQUIREMENTS
All Sections

DIVISION 1 – GENERAL REQUIREMENTS
All Sections

DIVISION 03 – CONCRETE
All Sections (as applicable)

DIVISION 05 – METALS
Section 055000 Metal Fabrications (as applicable)

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
Section 078400 Firestopping (as applicable)
Section 079200 Joint Sealants (as applicable)

DIVISION 08 – OPENINGS
Section 083100 Access Doors and Frames (as applicable)

DIVISION 11 – EQUIPMENT
Section 112300 Laundry Equipment (as applicable)

Section 114000 Food Service Equipment (as applicable)

DIVISION 23 - HVAC
All Sections

C. Narrative Description of Contract No. 8 - HVAC CONSTRUCTION: The work of this Contract includes, but shall not be limited to the following items:

General Requirements:

1. Provide all work indicated on the HVAC or Mechanical drawings unless specifically indicated as being furnished, installed or provided by another prime contractor.

2. Participate in the coordination drawing process as defined in this specification section Part 1.4.P.

3. Provide Operation and Maintenance instruction manuals and specified training to the Owner.

4. Provide layout for the General Construction Contractor indicating all openings in the new floor and roof decks that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the HVAC Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not shown on the architectural or structural drawings shall be by the Prime Contractor requiring the framing.

5. Provide protection of structure, finishes and landscaping from damage resulting from the work of this Contract. Repair any damage promptly to the satisfaction of the Owner.

6. General Contractor to provide all loose metal lintels as noted for masonry openings indicated on architectural or structural drawings. All loose lintels required, but not clearly indicated on either architectural or structural drawings shall be furnished by the trade requiring the opening. General Contractor’s Masonry Subcontractor to install loose steel lintels furnished by other trades. The prime Contractor requiring the opening shall provide

lay out for lintel installations to the General Contractor's Masonry Subcontractor in a timely manner.

7. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.

Project Requirements:

1. Provide all Heating, Ventilation, Air Conditioning (HVAC) work as shown or specified including but not limited to vibration isolation, HVAC equipment, ductwork, duct insulation, boilers, chillers, flues, expansion tanks, heat recovery units, condensing units, pipe, piping systems, pipe insulation, water treatment, roof top units, condensers and accessories, air distribution outlets and inlets; instrumentation; test and balance of systems; valving and coil connections; air handlers; fan coil units; fire and smoke dampers; inspections; identification; roof ventilators; curbs; fans; unit and cabinet heaters; terminal equipment; pumps; hangers; blocking; support pipe anchors; supports unless designated specifically by the General Contractor, wall sleeves and flashing, etc. as shown and/or specified.

2. Coordinate HVAC requirements with the General Contractors Precast Concrete Cell Subcontractor to ensure a complete HVAC system to make all HVAC components completely operational.

3. Install ductwork in accordance with the latest recommendations of ASHRAE and SMACNA for low and medium pressure ductwork.

4. HVAC Contractor to provide pumps at locations where condensate lines cannot be gravity drained.

5. Provide testing and cleaning of distribution systems and equipment and final inspection.

6. Coordinate connections of equipment, dampers etc. as required to the fire alarm system with the Electrical Contractor.

7. Provide identification of equipment, valves, piping and ductwork as required.

8. Provide all excavation, bedding, backfill, etc., as necessary to install the work of this Contract.

9. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract,

10. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.

11. Provide for miscellaneous structural or misc. steel framing as required as result of this Contract, but not clearly shown on architectural or structural drawings.

12. HVAC Contractor shall furnish curbs as required for all roof-mounted equipment to the General Contractor's Roofing and Sheet Metal Subcontractor. Wood blocking at roof openings to be provided by the General Contractor. Coordinate blocking locations and requirements.

13. Provide firesafing/firestopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.

14. Provide all insulation required for the scope of this Contract.

15. Provide any access panels, which are required for, access to the work by this Contract that are not indicated on the architectural drawings. Coordinate opening requirements with the General Contractor.

16. Provide all exterior louvers and vents that are not indicated as "by General Contractor".

17. Coordinate/layout openings required in new construction with the General Contractor.

18. Provide final HVAC connection of Laundry and Kitchen Equipment. Provide all ductwork components which are not indicated to be provided by another trade but are required to provide a complete and functional project.

19. Coordinate tie-in of ventilation control system to fire alarm system with Electrical Contractor.

20. All fused disconnects will be provided by the Electrical Contractor. Refer to drawings and specifications for motor starters and disconnects. VFDs will be provided by the Contractor providing the equipment.

21. Provide heat tracing for own work.

22. Install any loose duct smoke detectors furnished by the Electrical Contractor that have not been provided with the HVAC equipment. Most of the duct smoke detectors are to be provided with the HVAC equipment.

23. See section 01 50 00 – Temporary Facilities and Utilities section for temporary heating, air conditioning and humidity requirements.

24. HVAC Contractor shall provide temporary air conditioning or dehumidification for installation of materials requiring conditioned spaces if permanent system is not operational at the time air conditioning or dehumidification is required for installation of millwork, flooring, casework, countertops, ceiling tile, etc.

25. Systems must be complete, operational and tested to meet the requirements of PA L&I and Local code for each phase.

26. Assist and cooperate with the Owner's Commissioning Agent.

9.0 CONTRACT NO. 9 - ELECTRICAL CONSTRUCTION

A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following specification sections and as shown or implied and indicated on the drawings and as described in the narrative contract description. The work is not restricted by the division of drawings or specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the specifications and applicable codes.

B. SPECIFICATION SECTIONS:

DIVISION 31 – EARTHWORK
Section 312316.13 Trenching (as applicable)
Section 312319 Dewatering (as applicable)

DIVISION 03 – CONCRETE
All Sections (as applicable)

DIVISION 05 – METALS
Section 055000 Metal Fabrications (as applicable)

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
Section 078400 Firestopping (as applicable)
Section 079200 Joint Sealants (as applicable)

DIVISION 08 – OPENINGS
Section 083100 Access Doors and Frames
Section 087100 Door Hardware (as applicable)
Section 087163 Detention Door Hardware (as applicable)

DIVISION 11 – EQUIPMENT
Section 111319.13 Loading Dock Levelers (as applicable)
Section 112130 Property Storage Equipment (as applicable)
Section 112300 Laundry Equipment (as applicable)
Section 114000 Food Service Equipment (as applicable)

DIVISION 13 – Special Construction
Section 134263 Precast Concrete Detention Equipment (as applicable)

DIVISION 14 – CONVEYING EQUIPMENT
All Sections (as applicable)

DIVISION 21 – FIRE SUPPRESSION
All Sections (as applicable)

DIVISION 22 – PLUMBING
All Sections (as applicable)

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING
All Sections (as applicable)

DIVISION 26 – ELECTRICAL
All Sections

DIVISION 27 – COMMUNICATIONS
All Sections

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY
All Sections

C. Narrative Description of Contract No.9 – ELECTRICAL CONSTRUCTION: The work of this contract includes, but shall not be limited to the following items:

GENERAL REQUIREMENTS

1. Provide all work indicated on the Electrical, Security and Telecommunications drawings unless specifically indicated as being furnished, installed or provided by another prime contractor.

2. See food service equipment, laundry equipment, architectural and civil drawings and specifications for additional electrical related notes.

3. Participate in the coordination drawing process as defined in this specification section Part 1.4.P.

4. Provide all excavation, bedding, backfill, etc., as necessary to install the work of this Contract.

5. Provide de-watering of excavations for work of this Contract.

6. Provide Operation and Maintenance instruction manuals and specified training to the Owner.

7. Provide layout for the General Construction Contractor indicating all openings in the new floor and roof decks that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Electrical Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not shown on the architectural or structural drawings shall be by the Prime Contractor requiring the framing.

8. Verify existing services prior to start of work and notify the Construction Manager of any discrepancies.

9. General Contractor to provide all loose metal lintels as noted for masonry openings shown on architectural or structural drawings. All loose lintels required, but not clearly indicated on either architectural or structural drawings shall be furnished by the trade requiring the opening. General Contractor's Masonry Subcontractor to install loose steel lintels furnished by other trades. The prime Contractor requiring the opening shall provide lay out for lintel installations in a timely manner.

10. Provide start up and training as required by the Contract Documents.

11. Review temporary facilities and controls and electrical specifications for temporary electric requirements. Temporary electric shall be provided and installed by the Electrical Contractor including site and service electric if applicable.

12. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.

13. Provide temporary power and lighting as indicated in specification section 01510 Temporary Facilities and Controls.

PROJECT REQUIREMENTS

1. Provide all electrical work including testing, conduit, wiring and cable, boxes, wiring devices, enclosures, equipment final connections, support devices, identification, switchboards, disconnect switches, primary and secondary grounding, panel boards, motor controls, lighting fixtures, detention equipment security systems, emergency power and lighting, fire alarm and smoke detection, final HVAC electrical, fire protection electrical and plumbing electrical connections, hangers, supports unless specifically designated to be by the General Contractor, blocking, wall sleeves, flashing, etc. as shown and/or specified.

2. Provide equipment and wiring necessary for installation of the following systems:
   A. Fire Alarm System
   B. Lighting Controls, etc.
   C. Generator
   D. Video Surveillance System
   E. Security Access Control System
   F. Control Systems for Security
   G. Watch Tour System
   H. CATV Distribution System
   I. Intercom and Paging System
   J. Computer Structured Cabling

3. Provide equipment and wiring necessary for interfacing with the following systems:
   A. HVAC Equipment
   B. Temperature Control
   C. Plumbing Equipment
   D. Fire Protection Equipment
   E. Elevator Equipment
   F. Sewerage Ejector
   G. Packaged Utility Wastewater Pumping Station
   H. Sanitary Wet well and Valve Meter Chamber
   I. Sump Pumps
   J. Electrically operated overhead doors and grills
   K. Door operators
   L. Kitchen Equipment
   M. Laundry Equipment
   N. Loading dock equipment

4. It is the intent of the Contract for the Electrical Contractor to provide complete electrical systems for all systems above including conduit, wire, fiber optics, patch panels, connectors, terminations, patch controls, jacks, UTP cabling, testing, equipment, brackets, hardware, layout, check out, training, etc.

5. Coordinate electrical requirements with the General Contractors Precast Concrete Cell Subcontractor to ensure a complete electrical system to make all electrical components completely operational.

6. Provide identification of equipment as required.

7. Electrical Contractor to provide all saw cutting, excavation, and backfill, including work for new incoming electrical service, etc. as necessary to install the work of the Electrical Contract. Patching of sitework areas and surface restoration will be by the Sitework Contractor.

8. Provide fire rated backboards for electrical and telephone equipment as shown or specified.

9. Provide food service interconnect wiring as per the Contract Documents.

10. Provide cast-in-place or precast vaults, handholes, etc. required for electrical service. Provide all associated excavation and backfill including any shoring that may be required.

11. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.

12. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.

13. As per drawing E002 pole-mounted light fixtures and bases shall be provided by the Sitework Contractor. The Electrical Contractor shall provide conduit and wire for this work. The Electrical Contractor shall provide trenching and backfilling for Electrical Contractor’s work.

14. Provide concrete for encasement of conduit, etc. as required for work by this contract. Provide warning tape as required. Provide rebar reinforcement as shown on Contract Documents.

15. Provide firesafing at all locations that are required to maintain a fire rating at floor and wall penetrations made as a result of the work of this Contract.

16. Provide any access panels, which are required for access to the work of this Contract but not shown on the Architectural Drawings. Coordinate openings with General Contractor. Provide under floor boxes as shown or specified.

17. Provide power wiring to all fire protection, HVAC, electrical, plumbing equipment, etc. as required or shown.

18. Verify existing services prior to start of work and notify the Construction Manager of any discrepancies.

19. Furnish and install all fused disconnect switches and fuses.

20. Refer to drawings and specifications for motor starters and disconnects.

21. VFD's will be provided by the Contractor providing the equipment.

22. The Electrical Contractor shall furnish and install the conduit and wire for all systems using 120 Volts A.C. and above.

23. Provide testing and documentation of test results for electrical and telecommunications systems as per the Contract Documents.

24. Provide ductbank complete with excavation and backfill, concrete, conduit, warning tape and manholes.

25. Final grading and surface restoration shall be provided by the Sitework Contractor. Coordinate all planned electrical sitework with the Sitework Contractor prior to installation of asphalt and concrete paving so that new asphalt and concrete paving will

not have to be patched.

26. Furnish and wire duct smoke detectors. Installation shall be by HVAC Contractor.

27. Emergency generator fuel oil shall be provided by the Electrical Contractor. A full tank shall be provided at final turnover to the County.

28. Electrical Contractor shall provide conduit and back boxes, surface metal raceway, pull strings, sleeves to communication closets, and device boxes as required for installation of all communication systems as per the Contract Documents.

29. Electrical Contractor to provide and install telephone and data cables for connection to the fire alarm panel, security panel, ATC panels, etc. As per the Contract Documents.

30. Electrical Contractor to coordinate and Owner shall pay any cost incurred by the telephone company to provide service as per the site plan and building telephone installation as per the Contract Documents.

31. Electrical Contractor to coordinate and Owner shall pay any cost incurred by the Cable TV Company to provide service as per site plan and building TV installation as per the Contract Documents.

32. Provide new incoming electrical service. Coordinate installation with utility company. Electrical Contractor shall pay any cost incurred by Electric Utility Company to provide service as per the site plan and Contract Documents. Electrical Contractor shall provide an allowance of $50,000 for Electrical Utility Company fees within the Electrical Contractor's base bid.

33. Electrical Contractor shall provide fire alarm wiring to fire sprinkler flow and tamper switches as required.

34. Coordinate with HVAC Contractor for electrical hook-up of HVAC equipment in order to complete all construction-phasing requirements.

END OF SECTION

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: 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 Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

B. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate 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 integrate work of the alternate into 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 as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if

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.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. GC-1 Precast Cell Manufacturer to provide concrete full thickness at precast concrete mechanical chases for prison cells in lieu of a 2" recess and an applied 2" cast in place topping.

B. PLUM -1 Base bid will include the radon mitigation pits as indicated with Plumbing Contractor providing the 6" PVC, Schedule 40 pipe and fittings, solvent weld, from pit to adjacent pipe chase, through the floor with a cap. Plumbing Contractor to provide an add alternate price to include 6" Schedule 40 pipe and fittings, extending through the roof. EC to provide an add alternate to provide associated electric to power fans. HVAC Contractor to provide an add alternate to provide the fans.

C. FS-1 On Food Service documents, delete Item No. 36 – Convection Steamer in its entirety.

D. FS-2 On Food Service documents, delete Item No. 38 - Fryers with Filter and Heat Lamp in its entirety.

E. FS-3 On Food Service documents, delete Item No. 43 – Blast Chiller/Shock Freezer in its entirety.

F. HVAC-1 Add UV light option to each rooftop unit as indicated on mechanical drawings, sheet M201, Package RTU schedule, note #2.

G. HVAC-2 Base bid will include the radon mitigation pits as indicated with Plumbing Contractor providing the 6" PVC, Schedule 40 pipe and fittings, solvent weld, from pit to adjacent pipe chase, through the floor with a cap. Plumbing Contractor to provide an add alternate price to include 6" Schedule 40 pipe and fittings, extending through the roof. EC to provide an add alternate to provide associated electric to power fans. HVAC Contractor to provide an add alternate to provide the fans.

H. ELEC -1 Delete video surveillance cameras from all Janitor Closets EXCEPT rooms FM115, FM118, FM128, and CS303.

I. ELEC -2 Base bid will include the radon mitigation pits as indicated with Plumbing Contractor providing the 6" PVC, Schedule 40 pipe and fittings, solvent weld, from pit to adjacent pipe chase, through the floor with a cap. Plumbing Contractor to provide an add alternate price to include 6" Schedule 40 pipe and fittings, extending through the roof. EC to provide an add alternate to provide associated electric to power these fans. HVAC Contractor to provide an add alternate to provide the fans.

END OF SECTION

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Promptly implement change order procedures.

1. Provide full written documentation and dates required to evaluate changes.

2. Maintain detailed records of work done on a time and material/force account basis.

3. Provide full documentation to Architect or Construction Manager on request.

B. Designate in writing the member of Contractor's organization:

1. Who is authorized to accept changes in the work.

2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.

C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.2 RELATED REQUIREMENTS

A. OWNER-CONTRACTOR AGREEMENT: The amount of established unit prices.

B. GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION:

1. Methods of determining cost or credit to Owner resulting from changes in work made on a time and material basis.

2. Contractor's claims for additional costs.

C. Section 012900: PAYMENT PROCEDURES

D. Section 013200: CONSTRUCTION PROGRESS DOCUMENTATION

E. Section 017800: PROJECT RECORD DOCUMENTS

1.3 DEFINITIONS

A. Change Order: See General Conditions.

B. Construction Change Directive, AIA Document G714: Per General Conditions of Contract, Article 7.3. A construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4. of General Conditions of the Contract.

C. Architect's Supplemental Instructions, AIA Document G710: A written order, instructions, or interpretations, signed by Architect making minor changes in the Work not involving a change in the Contract Sum or Contract Time.

1.4 PRELIMINARY PROCEDURES

A. Construction Manager may initiate changes by submitting a Proposal Request to Contractor. Request will include:

1. Detailed description of the change, products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Architect, through the Construction Manager, containing:

1. Description of the proposed changes.

2. Statement of the reason from making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.

4. Statement of the effect on the work of separate Contractors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

A. In lieu of Proposal Request, Construction Manager may issue a Construction Change Directive for Contractor to proceed with a change for subsequent inclusion in a Change Order. A construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4. of the General Conditions.

B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

C. The Owner, the USDA's Representative, the CM and the Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.

D. Contractor shall sign and date the Construction Change Directive to indicate agreement with the terms herein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient data to allow Architect and Construction Manager to evaluate the quotation.

B. On each proposal, additional data to support time and cost computations:

1. Labor required. In computation of cost breakdown estimates, the contractor shall use MCAA & SMACNA for all Mechanical labor units and NECA for all Electrical labor units.
2. Equipment required.

3. Products required.

    a. Recommended source of purchase and unit cost.
    b. Quantities required.

4. Taxes, insurance and bonds.
5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit.
7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time and material/force account basis, with documentation as required for a lump sum proposal, plus additional information.

    1. Name of the Owner's authorized agent who ordered the work, and date of the order.

    2. Dates and times work was performed, and by whom.

    3. Time record, summary of hours worked, and hourly rates paid.

    4. Receipts and invoices for:

        a. Equipment used, listing dates and times of use.
        b. Products used, listing of quantities.
        c. Subcontracts.

D. Document requests for substitutions for Products as specified in Section 01600.

1.7 PREPARATION OF CHANGE ORDERS

A. Construction Manager will prepare each Change Order.

B. Form: USDA Change Order Form

C. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details to the change.

D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

E. Agreement on any change order shall constitute a final settlement on all matters relating to the change in the Work that is subject to the change order, including, but not limited to, all direct and indirect costs associated with such change and any adjustment to the Contract Sum and the Project Schedule.

1.8 LUMP SUM / FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Construction Manager's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.

2. Contractor's Proposal for a change, as recommended by Architect and Construction Manager.

B. Owner, USDA, Architect and Construction Manager will all sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Architect definition of the scope of the required changes.

2. Contractor's Proposal for a change, as recommended by Architect and Construction Manager.

3. Survey of completed work.

B. The amount of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between Owner and Contractor, if not identified in Agreement.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. Owner, USDA, Architect and Construction Manager will sign and date the Change Order as authorization for Contractor to proceed with the changes.

2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the work:

1. Construction Manager will issue a Construction Change Directive directing Contractor to proceed with the change on the basis of Unit Prices and will cite the applicable unit prices.

2. At completion of the change, Architect and Construction Manager will determine the cost of such work based on the unit prices and quantities used.

a. Contractor shall submit documentation to Construction Manager to establish the number of units of each item and any claims for a change in Contract Time on a daily basis.

3. Architect and Construction Manager will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

4. Owner USDA and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL / FORCE ACCOUNT CHANGE ORDER / CONSTRUCTION CHANGE AUTHORIZATION

A. Architect, Owner and Construction Manager will issue a Construction Change Directive directing Contractor to proceed with the changes.

B. Contractor will submit to the Construction Manager on all inclusive list of labor rates within 20 days from issuance of Contract Documents and prior to the start of any time and material work.

C. Should time allow, prior to commencement of work, Contractor shall submit to the Construction Manager a “not to exceed quotation” for extra work being done on a time and material force account change order.

D. Contractor will submit daily work sheets to the construction manager for approval by the following day.

E. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section. Supporting data shall include daily worksheets signed by Construction Manager.

F. Architect and Construction Manager will determine the allowable cost of such work including overhead and profit, as provided in the General Conditions and Supplementary Conditions.

G. Architect and Construction Manager will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

H. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Contractor will periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.

B. Construction Manager will periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Revise sub-schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, Contractor will enter pertinent changes in Record Documents.

1.12 UNJUST ENRICHMENT

A. In no event shall Owner be subject to a claim of unjust enrichment or quantum meruit, regardless of whether Owner has been unjustly enriched.

B. Contractor hereby waves any right to make or bring a claim of unjust enrichment on quantum meruit.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

FORM APPROVED
OMB NO. 0575-0042

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO.	
DATE	
STATE	
COUNTY	

CONTRACT FOR

OWNER

To

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	$	$
	$	
TOTALS NET CHANGE IN CONTRACT PRICE	$	

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By the Sum Of: _____

_____ Dollars ($_____).

The Contract Total Including this and previous Change Orders Will Be: _____

_____ Dollars ($ _____).

_____ Days.

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) :

This document will become a supplement to the contract and all provisions will apply hereto.

Requested

(Owner)	*(Date)*
Recommended *(Owner's Architect/Engineer)*	*(Date)*
(Contractor)	*(Date)*
Approved by Agency	
Accepted	
(Name and Title)	*(Date)*

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

ORIGINAL-BORROWER'S CASE FOLDER
COPY-CONTRACTOR
COPY-BORROWER

Form RD 1924-7 (Rev. 2-97)

POSITION 6

SECTION 012750 – UNIT PRICES AND QUANTITY ALLOWANCES

PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes:

1. Administrative and procedural requirements governing unit prices and quantity allowances.

2. Schedule(s) of Unit Prices and Quantity Allowances. Specification Sections that may be referenced in unit price and quantity allowance schedules contain requirements for products necessary to achieve the unit price work. **No unit prices or quantity allowances are required for Contracts not listed in Part 3.**

1.2 DEFINITIONS

A. A unit price is an amount proposed by bidders stated on the Form of Proposal as a price per unit of measurement for materials or services added to, or in some instances deducted from, the Contract Sum by appropriate modification if the quantities of Work required by the Contract Documents are increased or decreased, or if additional Work not included in the Base Bid is added. Additional work based on unit prices will occur only within the Contract limits for the Project.

1. Unit prices may be used only as elected and authorized by the Owner. Having an established unit price does not mean the Work will be authorized. For each type of unit price work, the Owner reserves the right to perform the work with its own forces or to seek pricing from and award such work to other contractors or sources.

B. **A quantity allowance is, unless otherwise specified herein, a stipulated quantity of work to be included in the Base Bid,** or if so stated, in an Alternate Bid for areas or locations not indicated to receive such work. All quantity allowances have a corresponding unit price. **The unit prices are to be inserted in the bid form.**

1.3 ADMINISTRATIVE REQUIREMENTS AND PROCEDURES

A. Unit prices and quantity allowances shall include all costs for the specified Work including as applicable, cost of materials, delivery, installation, demolition, cutting and patching, equipment rental, insurance, taxes, overhead and profit, etc.

B. Unit price descriptions include requirements for each type of Work. Additional requirements and related information for materials and/or assemblies described under each unit price are included by reference to Specification Sections of Division 2 through 33 and in some instances to Drawings.

C. Quantity allowances are, unless otherwise specified, established for unidentified or undesignated areas or locations of certain types of Work where conditions or scope are not fully known at the time of bid and to defer locating the actual performance of such Work to a later date when additional information is available for evaluation. Use each quantity allowance only as directed and for Owner's purposes.

1. Be advised that identical or similar Work to the type(s) included in each quantity allowance may be required if and where indicated in the Contract Documents for specific locations or areas of construction. Such specifically identified or designated areas of Work are included in the scope of work, but NOT as part of the quantity allowances unless so specified in the schedule(s) of unit prices and quantity allowances in this Section 01 27 50.

2. When extra work arises of a type that could be charged to a quantity allowance, the Owner may in its discretion, elect instead to authorize a different method of pricing for the extra work.

D. No cash allowances are included in this Project.

E. Measurement and Payment: Methods of measurement and payment for unit prices are specified in referenced Specification Sections if such methods need clarification or vary from the following:

1. Measurement: Unless otherwise indicated, the Contractor is responsible for making accurate measurement of the actual unit price-based work-in-place by means acceptable to the Architect and Construction Manager.

2. Basis for Payment: Unless otherwise indicated, payment will be made on actual net quantity of authorized unit price-based work in place and approved. Adjustments will be made based on net variation of total installed quantity from the estimated or allowed quantity, if any, required by the Contract Documents.
   a. No additional compensation will be made for costs due to unauthorized work.
   b. No payment will be made for rejected work.

F. Owner reserves the right to reject Contractor's measurement of work in place that involves use of established unit prices and to have this work measured at the Owner's expense by an independent surveyor acceptable to the Contractor.

G. After actual installed quantity of Work covered by each allowance and unit price is measured and verified, a Change Order will be issued based on the unit price established in the Form of Proposal to adjust the Contract Sum (add or deduct) for the difference between the allowance quantity and the installed quantity.

H. List each quantity allowance on the Schedule of Values as its own line item to enable tracking of the used and unused allowance amounts.

1. The unit prices provided in the Contractor's completed bid form multiplied by the quantity allowance provided in this section shall equate to the dollar value of the base bid schedule of values provided by the Contractor for that quantity allowance item.

2. At Project closeout, if a quantity allowance has not been used or is only partially used, the remaining unused value shall be deducted from the Contract Sum by Change Order.

1.4 SCHEDULING

A. At the earliest practical date after award of the Contract, notify the Owner, Construction Manager and Architect of the date when specific areas of work described by each quantity allowance must be completed to avoid delaying the Work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Obtain new materials in the quantity needed for the specific areas of work which are identified and for which authorization is given to proceed. Purchase of more materials than the quantity necessary for the actual work is at the Contractor's own risk.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine products 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 and unit price with related materials and installations to ensure that each item is completely integrated and interfaced with related work.

3.3 SITEWORK CONSTRUCTION – SCHEDULE OF UNIT PRICES AND QUANTITY ALLOWANCES

A. **Unit Price SC.1 – Bulk Rock Excavation:**
   1. Description: Where authorized below design Subgrade elevations for buildings and structures due to unsuitable bearing, provide removal of existing bulk rock and replacement with compacted structural fill or other approved material in accordance with Division 2 Section "Earthwork" and Drawings. Bidders are reminded that all excavation down to design Subgrade elevations is UNCLASSIFIED. Authorized over excavation will be on a CLASSIFIED basis.
   2. Unit of Measurement: **Per 1 cubic yard**
   3. Quantity Allowances:
      a. Include **10 cubic yards.**

B. **Unit Price SC.2 – Trench Rock Excavation:**
   1. Description: Where authorized below design Subgrade elevations for buildings and structures due to unsuitable bearing, provide removal of existing trench rock and replacement with compacted structural fill or other approved material, in accordance with Division 2 Section "Earthwork" and Drawings. Bidders are reminded that all excavation

down to design Subgrade elevations is UNCLASSIFIED. Authorized over excavation will be on a CLASSIFIED basis.

2. Unit of Measurement: **Per 1 cubic yard.**
3. Quantity Allowances:
   a. Include **10 cubic yards.**

C. **Unit Price SC.3 – Earth Excavation**

1. Description: Where authorized below design Subgrade elevations for buildings and structures due to unsuitable bearing, or expansive pyritic material, provide removal and disposal of existing earth off site by truck in accordance with Division 2 Section "Earthwork" and Drawings. Bidders are reminded that all excavation down to design Subgrade elevations is UNCLASSIFIED. Authorized over excavation will be on a CLASSIFIED basis.
2. Unit of Measurement: **Per 1 cubic yard**
3. Quantity Allowances:
   a. Include **1,500 cubic yards**

D. **Unit Price SC.4 – Imported Structural Fill due to Unsuitable Bearing:**

1. Description: Where authorized below design Subgrade elevations for buildings and structures due to unsuitable bearing, or expansive pyritic material, provide imported compacted structural PennDOT 2A Stone fill (or approved RCA) .
2. Unit of Measurement: **Per 1 cubic yard.**
3. Quantity Allowances:
   a. Include **1,500 cubic yards.**

E. **Unit Price SC.5 – Bituminous Coating over Asphalt Paving**

1. Description: Provide 2 applications of Bituminous Coating over asphalt paving when directed by Construction Manager.
2. Unit of Measurement: **Per 1 square yard.**
3. Quantity Allowances:
   b. Include **2,400 square yards (two applications)**

3.4 GENERAL CONSTRUCTION – SCHEDULE OF UNIT PRICES AND QUANTITY ALLOWANCES

A. **Unit Price GC.1: Structural Steel**

1. Description: Furnish and install one ton of structural steel, fully fabricated, shop-primed and erected, in accordance with the applicable Division 5 Section.

2. Unit of Measurement: **Per Ton**
3. Quantity Allowance:
   a. Include **2 tons**.

B. **Unit Price GC.2 – General Laborer:**
1. Description: Provide a general laborer for the Owner's use for work as directed by the Construction Manager and at his discretion:
2. Unit of Measure: **Per Man-hour**
3. Quantity Allowance:
   a. Include **120 man-hours.**

C. **Unit Price GC.3 – Journeyman Painter Class 2 Labor:**
1. Description: Provide a journeyman painter for Owner's use for work as directed by the Construction Manager and at his discretion:
2. Unit of Measure: **Per Man-hour**
3. Quantity Allowance:
   a. Include **80 man-hours.**

D. **Unit Price GC.4 – Carpenter Journeyman Labor for replacing damaged ceiling tile:**
1. Description: Provide a journeyman carpenter for replacing damaged ceiling tile as directed by the Construction Manager and at his discretion.
2. Unit of Measure: **Per Man-hour**
3. Quantity Allowance:
   a. Include **40 man-hours.**

3.5 FIRE PROTECTION CONSTRUCTION – SCHEDULE OF UNIT PRICES AND QUANTITY ALLOWANCES

A. Unit Price FP.1 – Sprinkler Heads
1. Description: Provide an additional sprinkler head including 30 lineal feet of branch piping.
2. Unit of Measurement: **Per assembly.**
3. Quantity of Allowance:
   a. Include **2 assembly.**

B. Unit Price FP.2- Additional Sprinkler Piping Enclosure
1. Description: Provide additional sprinkler pipe enclosure in accordance with the applicable Division 21 sections.
2. Unit of Measurement: **Per lineal foot.**

3. Quantity of Allowance:
    a. Include **50 linear feet.**

3.6 PLUMBING CONSTRUCTION – SCHEDULE OF UNIT PRICES AND QUANTITY ALLOWANCES

A. **Unit Price P.1 – Additional 2" Ball Valve:**
1. Description: Provide additional 2" ball valve in new copper water pipe and insulate fitting in accordance with the applicable Division 22 Sections.
2. Unit of Measurement: **Per assembly**
3. Quantity Allowance:
    a. Include **6 assemblies.**

B. **Unit Price P.2 – Additional 1" Ball Valve:**
1. Description: Provide additional 1" ball valve in new copper water pipe and insulate fitting in accordance with the applicable Division 22 Sections.
2. Unit of Measurement: **Per assembly**
3. Quantity Allowance:
    a. Include **6 assemblies.**

C. **Unit Price P.3 – Additional 2" Copper Piping:**
1. Description: Provide additional 2" Type L copper piping as extension of new water pipe, including insulation and hangers in accordance with the applicable Division 22 Sections.
2. Unit of Measurement: **Per linear foot.**
3. Quantity Allowance:
    a. Include **100 linear feet.**

D. **Unit Price P.4 – Additional 1" Copper Piping:**
1. Description: Provide additional 1" Type L copper piping as extension of new water pipe, including insulation and hangers in accordance with the applicable Division 22 Sections.
2. Unit of Measurement: **Per linear foot.**
3. Quantity Allowance:
    a. Include **100 linear feet.**

E. **UNIT Price P.5 – 4" PVC Sanitary Piping – Below Grade:**
1. Description: Furnish and install below grade 4" PVC sanitary piping including trenching, bedding and backfill in accordance with the applicable Division 22 Sections.

2. Unit of Measurement: **Per linear foot**
3. Quantity Allowance:
   a. Include **60 linear feet**

F. **UNIT Price P.6 – 4" Cast Iron Sanitary Piping – Below Grade:**
4. Description: Furnish and install below grade 4" cast iron sanitary piping including trenching, bedding and backfill in accordance with the applicable Division 22 Sections.
5. Unit of Measurement: **Per linear foot**
6. Quantity Allowance:
   b. Include **60 linear feet**

G. **Unit Price P.7 – Journeyman Plumber Labor:**
1. Description: Provide a journeyman Plumber for Owner's use for work as directed by the Construction Manager and at his discretion.
2. Unit of Measure: **Per Man-hour**
3. Quantity Allowance:
   a. Include **80 man-hours.**

3.7 HVAC CONSTRUCTION – SCHEDULE OF UNIT PRICES AND QUANTITY ALLOWANCES

A. **Unit Price H.1 – Additional 2" Ball Valve:**
1. Description: Provide additional 2" ball valve in new copper water pipe and insulate fitting in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: **Per assembly**
3. Quantity Allowance:
   a. Include **6 assemblies.**

B. **Unit Price H.2 – Additional Sensors:**
1. Description: Provide additional sensors installed with 50 ft. of wiring to the DDC Controller in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: **Per assembly**
3. Quantity of Allowance:
   a. Include **3 assemblies.**

C. **Unit Price H.3 – Additional Thermostats:**
1. Description: Provide additional low voltage thermostats installed with 50 ft. of wiring in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: **Per assembly**

3. Quantity Allowance:
    a. Include **3 assemblies**

D. **Unit Price H.4 – Additional Ductwork:**
    1. Description: Provide additional galvanized steel ductwork including fiberglass duct liner and steel hangers in accordance with the applicable Division 23 Sections.
    2. Unit of Measurement: **Per pound**
    3. Quantity Allowance:
        a. Include **500 pounds.**

E. **Unit Price H.5 – Additional 4" Steel Pipe:**
    1. Description: Provide additional 4" diameter steel pipe including insulation and hangers in accordance with the applicable Division 23 Sections.
    2. Unit of Measurement: **Per linear foot**
    3. Quantity Allowance:
        a. Include **100 linear feet.**

F. **Unit Price H.6 – Additional 2" Copper Pipe:**
    1. Description: Provide additional 2" diameter copper pipe including insulation and hangers in accordance with the applicable Division 23 Sections.
    2. Unit of Measurement: **Per linear foot**
    3. Quantity Allowance:
        a. Include **100 linear feet.**

G. **Unit Price H.7 – Roof Curbs:**
    1. Description: Provide new roof curbs including 24" x 24" x 18" high curbs, installation of fan on curb, reconnection of power wiring, reconnection of ductwork and reconnection of control wiring in accordance with the applicable Division 23 Sections.
    2. Unit of Measurement: **Per assembly**
    3. Quantity Allowance:
        a. Include **2 assemblies.**

H. **Unit Price H.8 – Journeyman Sheet Metal Worker Labor:**
    1. Description: Provide a journeyman sheet metal worker for Owner's use for work as directed by the Construction Manager and at his discretion:
    2. Unit of Measure: **Per Man-hour**
    3. Quantity Allowance:
        a. Include **80 man-hours.**

I. **Unit Price H.9 – Additional Supply Air Devices:**
   4. Description: Provide additional 2x2 supply air device with flexible ductwork and volume damper in accordance with the applicable Division 23 Sections.
   5. Unit of Measure: **Per Assembly**
   6. Quantity Allowance:
      b. Include **5 assemblies.**

J. **Unit Price H.10 – Additional Return Air Devices:**
   7. Description: Provide additional 2x2 return air device in accordance with the applicable Division 23 Sections.
   8. Unit of Measure: **Per Assembly**
   9. Quantity Allowance:
      c. Include **5 assemblies.**

K. **Unit Price H.11– Additional Fire Dampers:**
   10. Description: Provide additional fire damper in accordance with the applicable Division 23 Sections.
   11. Unit of Measure: **Per Assembly**
   12. Quantity Allowance:
      d. Include **5 assemblies.**

3.8 ELECTRICAL CONSTRUCTION SCHEDULE OF UNIT PRICES AND QUANTITY OF ALLOWANCES

A. **Unit Price E.1 – Duplex Receptacle & Wiring:**
   1. Description: Provide an additional duplex receptacle assembly. Include 20A, 120V duplex receptacle, back box, cover plate, ¾" conduit/raceway with 2, #10 conductors and 1, #10 Ground wire to a point of authorized connection, necessary wall penetration, terminations and labeling. Perform in accordance with applicable Division 26 Sections and Drawing requirements for similar work.
   2. Unit of Measurement: **Per assembly**
   3. Maximum Distance: **100 feet**
   4. Quantity Allowance:
      a. Include **10 assemblies.**

B. **Unit Price E.2 – Exit Sign & Wiring:**
   1. Description: Provide an additional exit sign assembly including appropriate mounting equipment, ¾" conduit/raceway with 2, #10 conductors and 1, #10 ground wire, necessary wall penetrations,

terminations and connections. Connect to closest normal/emergency "Exit Sign" circuit. Perform in accordance with applicable Division 26 Sections and Drawing requirements for similar work.

2. Unit of Measurement: **Per assembly**
3. Maximum Distance: **20 feet**
4. Quantity Allowance:
   a. Include **2 assemblies.**

C. **Unit Price E.3 –Light Fixture & Wiring:**

1. Description: Provide an additional light assembly, consisting of luminaire type C or D (Architect's choice)appropriate mounting equipment, ¾" conduit with 2, #12 conductors and 1 #12 ground wire to a point of authorized connection, necessary wall penetrations, terminations and connections. Perform in accordance with applicable Division 26 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum Distance: **20 feet**
4. Quantity Allowance:
   a. Include **5 assemblies.**

D. **Unit Price E.4 – Heat or Smoke Detector & Wiring**

1. Description: Provide an additional heat or smoke detector assembly consisting of detector of type required for application, appropriate backbox (as applicable) and mounting equipment, cabling, conduit, necessary wall penetrations, terminations, connections to fire alarm system and programming required. Perform in accordance with applicable Division 28 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum Distance: **100 feet**
4. Quantity Allowance:
   a. Include **5 assemblies.**

E. **Unit Price E.5 – Fire Alarm Pull Station &Wiring:**

1. Description: Provide an additional pull station assembly consisting of pull station device, backbox, cabling, conduit, necessary wall penetration cutting and patching, terminations, connections to fire alarm system and programming required. Perform in accordance with applicable Division 28 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum Distance: **100 feet**

4. Quantity Allowance:
    a. Include **2 assemblies.**

F. **Unit Price E.6 – Fire Alarm Audible/Visual Device & Wiring:**
1. Description: Provide an additional fire alarm A/V device assembly, consisting of A/V device, backbox, cabling, conduit, necessary wall penetrations, terminations, connections to fire alarm system, programming, and additional power supplies required. Perform in accordance with applicable Division 28 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum Distance: **100 feet**
4. Quantity Allowance:
    a. Include **5 assemblies.**

G. **Unit Price E.7 – Data Outlets:**
1. Description: Provide an additional data outlet assembly consisting of (2) data drops. Include jacks, back box, cover plate, 1" conduit/raceway to above nearest accessible ceiling, cabling to a point of authorized connection, necessary wall penetration, terminations and labeling. Perform in accordance with applicable Division 26 and 27 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum distance: **200 feet per data drop**
4. Quantity Allowance:
    a. Include: **10 assemblies**

H. **Unit Price E.8 – Wireless Access Points:**
5. Description: Provide an additional data outlet assembly for wireless access point device (furnished by Owner). Include jacks, back box, cover plate, 1" conduit/raceway to above nearest accessible ceiling, cabling to a point of authorized connection, necessary wall penetration, terminations and labeling. Perform in accordance with applicable Division 26 and 27 Sections and Drawing requirements for similar work.
6. Unit of Measurement: **Per assembly**
7. Maximum distance: **200 feet**
8. Quantity Allowance:
    b. Include: **5 assemblies**

I. **Unit Price E.9 – Telephone Outlets:**
1. Description: Provide an additional telephone outlet assembly consisting of (1) telephone drop. Include jacks, back box, cover plate, 1"

conduit/raceway to above nearest accessible ceiling, cabling to a point of authorized connection, necessary wall penetration, terminations and labeling. Perform in accordance with applicable Division 26 and 27 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum distance: **200 feet**
4. Quantity Allowance:
   a. Include: **5 assemblies**

J. **Unit Price E.10 – Video Surveillance Cameras:**
1. Description: Provide an additional video surveillance camera Type 1 assembly. Include camera, appropriate mounting equipment, 3/4" conduit/raceway to above nearest accessible ceiling, cabling to a point of authorized connection, necessary wall penetration, terminations and labeling. Perform in accordance with applicable Division 26 and 28 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum distance: **200 feet**
4. Quantity Allowance:
   a. Include: **10 assemblies**

K. **Unit Price E.11 – Video Surveillance Cameras:**
1. Description: Provide an additional video surveillance camera Type 7 assembly. Include camera, appropriate mounting equipment, 3/4" conduit/raceway to above nearest accessible ceiling, cabling to a point of authorized connection, necessary wall penetration, terminations and labeling. Perform in accordance with applicable Division 26 and 28 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum distance: **200 feet**
4. Quantity Allowance:
   a. Include: **5 assemblies**

L. **Unit Price E.12 – Television Outlets:**
1. Description: Provide an additional television outlet assembly. Include connector, back box, cover plate, ¾" conduit/raceway to above nearest accessible ceiling, cabling to a point of authorized connection, necessary wall penetration, terminations and labeling. Perform in accordance with applicable Division 26 and 27 Sections and Drawing requirements for similar work.
2. Unit of Measurement: **Per assembly**
3. Maximum distance: **200 feet per Television Outlet**

4. Quantity Allowance:
    a. Include: **5 assemblies**

M. **Unit Price E.13 – Journeyman Electrician Labor:**
1. Description: Provide a journeyman electrician laborer for Owner's use for work as directed by the Construction Manager and at his discretion.
2. Unit of Measurement: **Per Man-hour**
3. Quantity Allowance:
    a. Include **80 man –hours.**

END OF SECTION

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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 1, Specifications Sections apply to this Section.

1. Provisions of this section apply to the work of the Prime Contract.
2. Detailed Prime Contract Breakdown Form must be completed.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

B. This Section specifies administrative and procedural requirements governing each Prime Contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule. Provide a list of Subcontracts and a Submittal Schedule.

C. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.3 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

B. Each Prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.

1. Correlate the items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's construction schedule.
b. Application for Payment form.

c. List of subcontractors.
d. Schedule of alternates.
e. List of products.
f. List of principal suppliers and fabricators, if items purchased by Contractor.
g. Schedule of submittals.

2. Submit the Initial Schedule of Values on the Detailed Prime Contract Breakdown Form provided by the Construction Manager within 10 days of award of contract and prior to submittal of initial payment request. An electronic excel spreadsheet version is available from the Construction Manager upon request.

3. Sub-Schedules: Where the work is separated into phases, areas or floors that require separate payments, provide sub-schedules showing values correlated with portion of the work.

C. Format: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

1. Type Schedule on AIA Document G703 - Continuation Sheet for Application and Certificate for Payment or on 8-1/2 x 11 in. white bond paper.

2. Contractor's standard forms or media driven printout will be considered upon request.

3. Follow Table of Contents or Project Manual for listing component parts. Identify each line item by number and title of major Specification Section. Include the following Project identification on the Schedule of Values:
a. Project name and location.
b. Name of the Architect.
c. Project number.
d. Contractor's name and address.
e. Date of submittal.

D. Content:

1. List each "Major Item of Work" and each "Subcontracted Item of Work" and each item covered under “General Conditions”:

a. As a separate line item to serve as a basis for computing values for Progress Payments.

2. For each major line item, list sub-values of products operations under the item for the various portions of the Work:

   a. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
   b. For items on which progress payments will be requested for stored materials, breakdown the value into:
      i. The cost of the materials, delivered and unloaded, with taxes paid.
      ii. The total installed value.
   c. Contractor shall include in various items a proportional amount of overhead and profit on Owner's direct purchased materials which were included in Contractor's bid.

3. Submit a "Sub-Schedule" of unit costs and quantities for each separate stage, phase or portion of Work with unit values for the materials to be purchased by Contractor broken down into:

   a. Cost of the material, delivered and unloaded at the site, with taxes paid.
   b. Installation costs, including Contractor's overhead and profit.

4. The installed unit volume multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

5. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment: After the USDA's Representative, Construction Manager and Architect have issued a Project Certificate for Payment; the Owner shall make payment within the time provided in the Contract Documents.

C. Payment Application Times: Pencil copies of pay applications are due to be submitted to the **On-Site Construction Manager** on the 25th day of each month for work completed up to that day. Upon approval by the **On-Site Construction Manager,** four (4) notarized originals shall be sent to the Project Manager for further processing. Originals must be received by the Project Manager by the 1st of each month. Contractors will receive payment in accordance with the general conditions to the contract.

D. Payment Application Forms: Use AIA Document G702/CMa and Continuation Sheets G703 as the form for Application for Payment.

E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

F. Transmittal: Submit FOUR (4) executed copies of each Application for Payment to the Project Manager by means ensuring receipt by the 1st of the month.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. Contractor's Construction Schedule per Section 01 32 00.
2. List of subcontractors.
3. List of principal suppliers and fabricators for both Owner's direct purchase of Materials and Contractors.
4. Schedule of Values.

5. Schedule of principal products.
6. Schedule of unit prices.
7. Submittal Schedule.
8. Copies of authorizations and licenses from governing authorities for performance of the work.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work. Administrative actions and submittals that shall proceed or coincide with this application include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreement.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Start-up performance reports.
7. Change-over information related to Owner's occupancy, use, operation and maintenance.
8. Final cleaning.
9. Application for reduction of retainage, and consent of surety.
10. List of incomplete work recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project close-out requirements.
2. Completion of Punchlist items.
3. Transmittal of required Project construction records to Owner.
4. Resolution of all Claims
5. Execution of all Change Orders
6. Assessment of Liquidated Damages
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish and similar elements.
9. Change of door locks to Owner's access.
10. Consent of Surety to release final payment.

11. Executed final waiver

J. Owner Payment:

1. Notwithstanding anything to the contrary, in no event shall Contractor stop the Work in connection with any withholding of payment for an item on failure to make payment relating to an item in connection with a good faith dispute.

2. Owner reserves the right, at its sole discretion, to issue joint checks. In no event shall joint payment create any obligations or contracts between Owner and a sub-contractor's supplier.

1.5 PAYMENT FOR STORED MATERIALS:

A. The Owner may pay for off site stored materials to be purchased by Contractor, at their discretion and through consultation with the Architect, USDA's Representative and Construction Manager, provided the following requirements are met:

1. Prime Contractor must provide insurance certificate indicating such materials specifically insured. Materials remain Prime Contractor's insurance responsibility until they are delivered to the job site, which is when the Owner's Builders Risk goes into effect. Reference insurance specifications.

2. Materials shall be segregated and clearly marked with the Owner's name and project name.

3. Prime Contractor must provide a fully executed "Bill of Sale".

4. Prime Contractor must provide proof (through personal inspection by Owner's representative) that materials noted can be physically verified. Prime Contractor shall reimburse the Owner and Construction Manager for all reasonable expenses associated with representative's inspection trip.

END OF SECTION

Status of Funds Report to be Submitted with Payment Requests

Owner: Project Name: County:

Date: _____Pay Period: _____ to _____ Payment Request No. _____

Notice to Proceed Date: _____ Original Completion: _____ % Completed _____On Schedule? Yes/No

Partial/Final

1. Construction Contracts	Amounts Scheduled For Project	Requested to Date	(Less) Retainage 10%	(Less) Previous Payments	Current Payment Due	Sources of Funds RD	Owner	Other	Total:
Construction									$ -
									$ -
Subtotal:	**$ -**								$ -
					$ -				$ -
					$ -				$ -
					$ -				$ -
2. Contingency					$ -				$ -
3. Land & Rights-of-Way					$ -				$ -
4. Legal Services					$ -				$ -
Engineer Services					$ -				$ -
5. Architect Services					$ -				$ -
*** Basic Services**					$ -				$ -
*** Additional Services**					$ -				$ -
					$ -				$ -
6. Interest					$ -				$ -
7. Equipment					$ -				$ -
8. Refinancing					$ -				$ -

9. Initial OGM					$ -				$ -
10. Initial Reserve					$ -				$ -
Total:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Construction Account:

A	**B**	**C**	**D**	**A+B+C+D**
Previous Balance:	Interest Earned:	Current Month Transfer	Current Payment:	Balance:
$ -	0	$ -	$ -	$ -
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Certification: I Certify that to the best of my knowledge and belief the Requisitions are in accordance with the terms of the Contract Documents for the project and that sufficient funds are available for payment from funds committed for this project.

Owner: Signature: _____ Architect: Signature:_____

Date: _____ Telephone: Date: _____ Telephone:

Name and Title: Name and Title:

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: Fayette County Commissioners
61 East Main Street
Uniontown, PA 15401

PROJECT: Fayette County Prison
Project #20-1737
254 McClellandtown Road
Uniontown, PA 15401

APPLICATION NO: 001
PERIOD TO:
CONTRACT FOR: Demolition Contractor
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER : ☐

FROM CONTRACTOR:

VIA ARCHITECT: L.R. Kimball
615 West Highland Avenue
Ebensburg, PA 15931-1048

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$0.00
2. NET CHANGE BY CHANGE ORDERS	$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	$0.00
b. 0 % of Stored Material (Column F on G703)	$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$0.00
8. CURRENT PAYMENT DUE	$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**

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SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Sizes and locations of installed items and the general direction of installation area indicated on the Contract Documents. It is not the intent of the Documents to show every pipe, fitting connection, offset, etc., nor every structural difficulty to be encountered during installation. It is each Prime Contractors responsibility to verify routings before work commences and provide the materials and accessories necessary for a complete installation.

B. Coordinate this section with the appropriate "Coordination Section" in the mechanical and electrical divisions of the Specifications.

C. This section encompasses and involves ALL Prime Contractors, and all Prime Contractors should review this section carefully and fully to determine to what extent their work is affected.

1.2 COORDINATION MEETINGS

A When necessary, the appropriate Consultant will participate in coordination meetings.

B. All Prime Contractors are required to participate in coordination meetings as necessary where mechanical and electrical work may coincide or interfere with their installations.

1.3 COORDINATION DRAWINGS

A. Before materials are purchased, fabricated or work is begun, the HVAC Contractor shall prepare coordination drawings for all floors and areas, including buried systems and services, showing the size and location of the contractor's equipment and systems size, location and routing, in the manner described herein. The coordination drawings shall be no less than ¼ inch scale and shall be generated from a computer CADD program compatible with AutoCADD Release 123. Base architectural drawings and base MEP drawings will be available from the Architect and/or Engineer. Refer to Section 01 11 00 for further details.

B. Each Contractor shall take the basic coordination drawings prepared by the HVAC Contractor and add (draft) their particular trade item, in locations decided upon in coordination meetings. Contractor shall add items to the coordination drawings only after all present at the coordination meetings agree to their location. Sequencing of drawing additions will be as follows:

1. HVAC Contractor (prepares original coordination documents).
2. Plumbing Contractor.
3. Electrical Contractor.
4. Fire Protection Contractor.

Documents will be used as a guide, with final approved coordination drawings governing installation sequence.

Adjustments in sequencing will be made as necessary in coordination meetings. All drawings will be prepared in accordance with all applicable rules, regulations and governing authorities.

C. Once reviewed and approved by each Trade Contractor, the Mechanical Trade Contractor shall prepare a final reproducible Systems Coordination Drawings, illustrating the work by all Trades. This reproducible drawing shall be submitted with two (2) prints to the Construction Manager prior to start of work but no later than 90 days from notice to proceed. The Construction Manager will forward this drawing to the Architect for his review.

D. Final coordination documents (with ALL contractor markings) will be reviewed by the Consultants for general compliance with the original intent of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 COORDINATION OF INSTALLED WORK

A. In case of interferences with work of other trades or scheduling problems during any portions of actual construction, Construction Manager shall decide which work will be relocated or adjusted. These minor adjustments will be made with NO additional COST to the Owner.

B. The Architect or Engineers may direct minor architectural location changes during the installation of the Work. All adjustments will be completed at no additional cost to the Owner.

C. Each contractor is responsible to coordinate with all other Contractors and Construction Manager when installing their work. This may involve minor adjustments or modifications in the work to accommodate the work of other trades. This coordination shall be considered part of each Contractor's contract.

D. The commencement of any work in any section indicates that previous work has been inspected and meets the full satisfaction of the Contractor and his willingness to undertake all of the guarantee stipulations as noted within the Contract specifications.

E. It is the responsibility of each Contractor to assure that all other trade work is completed prior to the commencement of the following work. The Owner is in no way liable for work which is closed up before each trade has satisfactorily completed their portion of the work.

F. Each Contractor shall be required to schedule and coordinate his activities with the other Contractors to assure proper fit of the various elements of work in common.

3.2 GENERAL SUBSTRATE ACCEPTANCE

A. In general, installation of any Contractor's work to another Contractor installed substrate indicates acceptance of the substrate as satisfactory for an acceptable installation. Surfaces with defects in excess of the specifications tolerances for the Contractor installing the substrate should be brought to the attention of the Construction Manager before the Contractor proceeds with their work.

3.3 MATERIAL COMPATIBILITY

A. It is each Contractor's responsibility to assure that all finish application adhesives, cements, materials, etc. are compatible with substrate installed materials such as curing components, additives, materials, etc. before proceeding with their work.

3.4 SCHEDULE

A. The HVAC Contractor shall prepare and distribute ductwork & piping drawings within 25 days after start of construction. The other Trade Contractors shall then prepare and distribute to the HVAC Contractor their CADD input within 15 days. HVAC Contractor will complete and distribute the final coordination drawings for the first phase of construction within 55 days after the start of construction.

END OF SECTION

SECTION 013110 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Contractor participation in Preconstruction Meeting and Project Meetings.

1.2 RELATED REQUIREMENTS

A. Section 011200 - MULTIPLE CONTRACT SUMMARY

B. Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

C. Section 013300 - SUBMITTAL PROCEDURES

D. Section 017839 - PROJECT RECORD DOCUMENTS

E. Section 018230 - OPERATING AND MAINTENANCE DATA

F. Individual Specification Sections: Preinstallation Conference

1.3 PRECONSTRUCTION CONFERENCE (Initial Job Conference)

A. Construction Manager will schedule THE PRECONSTRUCTION CONFERENCE after Notice to Award.

B. Location: Construction Manager's temporary field office or as designated by Construction Manager.

C. Attendance:
1. Owner/Owner's Representative.
2. USDA’s Representative.
3. Architect’s Representative.
4. Construction Manager's Representative.
5. Contractor's Representative, as appropriate.
6. Contractor's major Subcontractors' Representatives as deemed appropriate by Contractor or Construction Manager.

D. Agenda: Use this format:
1. Distribution of Contract Documents.

2. Submittal of Source of Supply Forms listing subcontractors, proposed products, Schedule of Values, and progress schedule.
3. Designation of responsible personnel.
4. Procedures and processing of field decisions, required submittals, substitutions, applications for payment, proposal requests, change orders, and Contract close-out procedures.
5. Scheduling, major equipment and component deliveries, and priorities.
6. Use of premises by Owner and Contractor(s).
7. Owner's requirements, and when appropriate, occupancy.
8. Temporary facilities.
9. Security and housekeeping.
10. Procedures for testing.
11. Requirements for start-up of equipment.
12. Inspection and acceptance of equipment put into service during construction.

1.4 PROGRESS MEETINGS

A. Construction Manager will schedule regular progress meetings bi-weekly.

B. Called meetings and/or special meetings shall be as required by progress of the work.

C. Location of the progress meetings: Construction Manager's office trailer or as designated by Construction Manager.

D. Attendance:
1. Owner/Owner's Representative.
2. USDA’s Representative.
2. Architect’s Representative.
3. Construction Manager's Representative.
4. Contractors working on site or necessary for coordination of upcoming work (mandatory).
5. Suppliers as appropriate to the agenda.

E. Agenda:
1. Review, approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observation, problems, conflicts.
4. Problems which impede Construction Schedule.

5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain project's schedule.
7. Revisions to Construction Schedule.
8. Progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Review proposed changes for:
    a. Effect on Construction Schedule and on Completion date.
    b. Effect on other contracts of the Project.

14. Other business.
15. Discuss outstanding proposal requests, RFI's, change orders, etc.
16. Safety Issues
17. Insurance Certificates – up to date

1.5 PROJECT SUPERINTENDENT MEETINGS

A. Construction Manager will schedule regular superintendent meetings.

B. Called meetings and/or special meetings shall be held as required by progress of the work.

C. Location of the superintendent meetings: Construction Manager's office trailer or as designated by Construction Manager.

D. Attendance:
1. Construction Manager's Representative.
2. Contractors' superintendents working on site or those that are necessary for coordination of upcoming work (mandatory).
3. Subcontractors' Representatives as required by Construction Manager or Job Conditions.
4. Representatives of Prime Contractors not yet mobilized as required by Construction Manager.
5. Suppliers as required.

E. Agenda:
1. Review, approval of minutes of previous meetings.
2. Review of work progress since previous meetings.
3. Review of upcoming work.
4. Problems/conflicts.

5. Old business/new business.
7. Safety.
8. Daily required manpower report submittals.

1.6 PREINSTALLATION MEETINGS

A. When required in individual specification sections, the respective Contractor shall convene a Preinstallation meeting at the site prior to commencing work of the section.

B. All Contractors directly affecting or affected by the work of the specific section shall be required to attend.

C. The responsible Contractor shall notify the Construction Manager, Architect/Engineer Owner and other affected Contractors five days in advance of the meeting.

D. The Contractor shall prepare the agenda and preside at the meeting.
1. Review the conditions of installation, preparation and installation procedures.
2. Review the coordination of other work.

E. The Contractor shall record minutes and distribute copies within five days after the meeting to all participants, with two copies to the Construction Manager, and single copies to the Architect, Engineers, Owner and those affected by the decisions made and information provided.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION (CMa)

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Contractors' responsibilities for participation in the construction scheduling process.

1.2 RELATED REQUIREMENTS

A. Section 01 12 00 - MULTIPLE CONTRACT SUMMARY

B. Section 01 29 00 - PAYMENT PROCEDURES

C. Section 01 33 00 - SUBMITTAL PROCEDURES

PART 2 - CPM CONSTRUCTION SCHEDULE

3.1 GENERAL

A. A construction schedule will be composed and maintained by the Construction Manager with the input, collaboration and approval of the prime contractors, Owner and design professional. A baseline schedule meeting all contractual date requirements will be developed at the beginning of the project and it will be updated regularly throughout the course of the project.

B. The purpose of the schedule is to assure adequate initial planning and ongoing execution of the work of all prime contractors, and to assist the Construction Manager in monitoring and reporting the progress of the work.

C. The prime contractors shall provide all information required for development and maintenance of the schedule in accordance with the requirements of this section of the General Requirements.

3.2 PRELIMINARY CONSTRUCTION SCHEDULE

Any preliminary construction schedule, if provided, is for information purposes only and constitutes a proposed sequence of events based on standard practices. Contractor shall independently analyze all required activities and durations necessary to perform their own work. Contractor shall not rely on dates or durations suggested by the preliminary construction schedule; however all phase completion dates, and substantial completion dates shall be met.

3.3 INTERIM CONSTRUCTION SCHEDULE

At the first regularly scheduled job conference, after the kickoff meeting, the Construction Manager will provide an interim schedule covering the first three months' work on the project.

3.4 BASELINE CONSTRUCTION SCHEDULE

A. Following the contract award, the Construction Manager will meet with the Owner, prime contractors, vendors, specialty contractors, and energy service contractors to conduct a review of any preliminary schedule information included in the bid documents to assure their understanding of the schedule and contractual milestone dates.

B. To the extent necessary for the Construction Manager to reflect in a computerized schedule the prime contractors' proposed plan for completion of their work, the prime contractors shall be prepared to meet with and assist the Construction Manager, and furnish information subsequent to award of the contract.

C. Within ten work days after the meeting to review the preliminary schedule information from the bid documents, each prime contractor shall provide his schedule information to the Construction Manager. The contractor's schedule information shall consist of, but not be limited to, the following:

1. List of proposed construction activities. Each prime contractor shall be responsible for assuring that any and all subcontractor work, as well as his own work, is included.
2. List of proposed durations for construction activities (in work days). Proposed durations assigned to each activity shall reflect the prime

contractor's best estimate of time required to complete that activity considering the scope and resources planned for activity.

3. List of proposed durations for major and long-lead procurement items (in work days).
4. Proposed sequencing of construction activities, showing a coordinated plan of work.
5. The contractors' work activities shall be divided and specified according to the phasing and areas provided by the Construction Manager.

D. The Construction Manager may supply a detailed draft construction schedule to be used by the prime contractors in developing their schedule input information.

E. The information supplied by the contractors will be developed into a draft schedule by the Construction Manager.

F. The Construction Manager and the prime contractors will then meet and jointly develop the schedule, based on all of the prime contractors' proposed plans and sequences of operation. Any areas of such plans which, in the determination of the Construction Manager, conflict with timely completion of the project will be subject to revision by the Construction Manager unless adequate justification for these plans, durations and logic (as determined by Construction Manager) is provided by the prime contractor.

G. The baseline construction schedule will meet all phase and project completion dates shown in the contract documents.

H. The schedule will include all appropriate work by others, such as abatement, Owner moves, temporary partitions, etc. The Construction Manager will gather this information.

I. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to ensure the completion of all contract work within the allotted contract time milestone completion dates.

J. Failure by any of the prime contractors or Construction Manager to include any element of work required for performance of the contract shall not excuse any of the prime contractors from completing all their work within the contract completion date. If the Construction Manager

questions any of the prime contractor's proposed durations, said prime contractor shall within five work days provide estimates of his labor and intended crew and/or equipment sizes required for the activity which support the proposed duration to the satisfaction of the Construction Manager.

K. Within ten work days after receipt of the baseline construction schedule provided by the Construction Manager, each prime contractor shall meet with the Construction Manager, if required by either party, for joint review, correction, or adjustment of the proposed schedule. After these joint meetings, the baseline construction schedule will be revised in accordance with agreements reached during the joint reviews. Printed copies of the schedule will be provided to the prime contractors. The revised schedule will be reviewed by the prime contractors, and if found to be as previously agreed upon, will be accepted within three working days.

L. Upon establishment of an agreed upon schedule, the Construction Manager will then distribute the baseline construction schedule. If the prime contractor does not record any exceptions to the published baseline schedule within five work days of its receipt, he will be deemed to have accepted and approved it.

M. The process of creating, reviewing and approving the baseline construction schedule shall be completed within 60 calendar days following notice to proceed.

3.5 CONSTRUCTION SCHEDULE UPDATE

A. The approved baseline construction schedule will be updated by the Construction Manager on a regular basis for the purpose of recording and monitoring the progress of work.

B. The schedule will be updated at intervals of one month through completion of the project, and at completion, an as-built schedule will be composed and issued. As circumstances warrant, the schedule may be updated more frequently.

C. For each update, each prime contractor shall provide the Construction Manager with written data on the actual progress made to date for each of his tasks. In addition to the prime contractors obligation to provide

updated progress information to the Construction Manager at periodic job meetings, the prime contractor shall provide the Construction Manager with updated progress information at such other times as the Construction Manager may request from time to time through the course of construction. The data shall consist of dates of activities actually started and completed, and the percentage of work completed to date on each activity started but not completed.

D. In case of disagreements concerning actual progress to date, the Construction Manager's determination shall govern.

E. At the discretion and request of the Construction Manager, the prime contractors shall meet with the Construction Manager to review and clarify their supplied progress information.

F. Upon completion of the joint reviews, the Construction Manager will recalculate the schedule based on progress to date and provide a copy to the prime contractors.

G. During the update process, if errors in the schedule are discovered, these will be corrected by the Construction Manager.

3.6 SCHEDULE REVISION

A. Based on the most current schedule information, a revision to the schedule logic sequence may be required by the Construction Manager.

B. Any prime contractor may also request revisions to the logic sequence in the event his planning for the project is revised. If any prime contractor desires to make changes in the schedule to reflect revisions in this method of operating and scheduling, he shall notify the Construction Manager in writing two weeks prior to the next schedule update, stating the reasons for the proposed revision.

C. The Construction Manager will give consideration to reasonable requests for changes to the schedule logic sequence.

D. The Construction Manager will prepare a revised schedule incorporating the necessary or agreed to changes to the logic sequence and distribute it to all prime contractors.

3.7 RECOVERY SCHEDULE

A. When it becomes evident that the schedule, as written, cannot lead to on-time completion of the project, the Owner and Construction Manager may call for the creation of a recovery schedule.

B. The Construction Manager will determine whether a recovery schedule is required.

C. The contractors shall participate in meetings as required by the Construction Manager, providing information and resolving issues.

D. Phasing, durations and logic will be examined and may be changed in order to recover the lost time.

E. The Construction Manager will prepare and distribute the draft recovery schedule for review by the contractors and the Owner.

F. The contractors shall respond with questions and beneficial comments to the draft recovery schedule within five working days. In addition to the prime contractors obligation to provide beneficial comments on the recovery schedule to the Construction Manager, the prime contractor shall provide the Construction Manager with beneficial comments at such other times as the Construction Manager may request from time to time through the course of construction. If no response is made, the contractors will be deemed to have accepted the recovery schedule.

3.8 RESPONSIBILITY FOR COMPLETION

A. The prime contractor shall furnish sufficient forces, plans and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the most current update of the project schedule. If, in the opinion of the Construction Manager, the prime contractor falls behind in meeting the schedule as presented in the most current update, the prime contractor shall take steps as may be necessary to improve his progress, and the Construction Manager may require him to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without

additional cost to the Owner. All additional expenses incurred by the Owner due to such work will be deducted from the amount due the prime contractor. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays, and holidays if the prime contractor so elects and if approved by the Construction Manager.

B. The contractor understands and agrees that time is of the essence and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the contract documents, should the progress of the project be ahead of scheduled dates, the contractor agrees to coordinate and complete its project without additional compensation. In said case, contractor waives any right to claim that it has been accelerated.

C. Failure of the prime contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the prime contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the prime contractor's right to proceed with the work or any separable part thereof, in accordance with the provisions of the General Conditions, or may take such other actions as may be deemed appropriate.

3.9 STIPULATIONS

A. Each prime contractor shall be responsible for understanding the scheduling terminology employed.

B. The value of creating and maintaining the schedule shall be included in the schedule of values.

C. Acceptance of the approved baseline construction schedule by each prime contractor shall be a condition precedent to the making of any progress payments under the contract.

D. The schedule may be used in evaluating proposed changes to the contract and/or to the schedule itself.

E. Float is not for the exclusive use or benefit of either the Owner or any of the prime contractors.

F. Extensions of time to interim milestone dates or the contract completion date under the contract will be granted only to the extent that equitable time adjustment to the activity or activities affected by the contract modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the contract completion date.

G. Changes to the schedule affecting start and completion dates of activities or durations shall not automatically mean that an extension of the Contract Completion Date is warranted or due the contractor. A Contract Modification or delay may not affect existing critical activities or may cause non-critical activities to become critical, resulting only in absorbing a part of the available total float that may exist within an activity chain on the network and no change to the interim milestone dates or the Contract Completion Date.

H. In no event shall any progress report or updated schedule constitute an extension or change of the Contract Time, a milestone date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a change order.

I. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule.

J. If any prime contractor does not record any exceptions to the published project schedule update or the revised construction schedule within five work days of its receipt, he will be deemed to have accepted and approved it. In addition to the prime contractors' obligation to provide any recorded exceptions to the Construction Manager, prime contractor shall provide the Construction Manager with exceptions at such other times as the Construction Manager may request from time to time through the course of construction.

3.10 SCHEDULING TOOLS AND PROCESSES

A. The project management tool commonly known as the critical path method (CPM) will be employed for the planning, scheduling and reporting of all work to be performed under the contract.

B. The scheduling work will be performed within the principles and practices described in The Practice Standard for Scheduling and ANSI/PMI 99-001-2004, cited at the end of this specification section. Other reference books cited there will provide additional clarification and instruction.

C. Primavera P6 software will be used to maintain all schedule data, perform schedule calculations and provide all necessary schedule outputs.

D. Each time the schedule is updated it will be saved and copied. The copy will be used for the next update. Each schedule update will be assigned a unique project ID to differentiate it from other updates in the series.

E. The primary printed schedule presentation will be in the form of a Gantt Chart (bar chart). The activities will be organized by phases and work areas, according to the configuration of the specific project. In the column section the displayed data will include activity description, original duration, remaining duration (on an updated schedule, but not a baseline), (early) start and (early) finish dates, and total float. The title block will include the unique project ID.

3.11 REFERENCE DOCUMENTS:

A. The Practice Standard for Scheduling. Published by the Project Management Institute, Newtown Square PA, ISBN 13: 978-1-930699-84-7, ISBN 10: 1-930699-84-0.

B. A Guide to the Project Management Body of Knowledge, ANSI/PMI 99-001-2004, Section III, Chapter 6, Project Time Management. Published by the Project Management Institute, Newtown Square PA,

C. CPM in Construction Management, 5th Edition. Written by James J. O'Brien and Fredric L. Plotnick, published by McGraw-Hill, ISBN 0071344403.

D. Project Management: A Systems Approach to Planning, Scheduling and Controlling, 8th Edition. Written by Harold Kerzner, published by John Wiley & Sons, ISBN 0471225770.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Procedures for preparation and submittal of Shop Drawings, Product Data, and Samples.

B. Contractor review and approval, and distribution of copies.

1.2 RELATED REQUIREMENTS

A. GENERAL CONDITIONS of the CONTRACT: Definitions and basic responsibilities of entities.

B. Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION: Schedule for submittals.

C. Section 016300 – PRODUCT SUBSTITUTION PROCEDURES

D. Section 017839 - PROJECT RECORD DOCUMENTS

E. Section 018230 - OPERATION AND MAINTENANCE DATA

1.3 SHOP DRAWINGS

A. Present in a clear and thorough manner in CADD (not hand drawn). Title each drawing with Project name and number.

B. Identify field dimensions; show relation to adjacent or critical feature of work or products.

1. Elements of drawings shall be identified by reference to sheet number and detail, schedule or room numbers shown on Contract Drawings.

C. Minimum sheet size: Manufacturer's standard; adequate to clearly illustrate.

D. Each contractor submitting shop drawings is required to submit their information electronically directly to the Architect with a copy to the Construction Manager.

1.4 PRODUCT DATA

A. Submit only pages which are pertinent.
   1. Clearly mark printed data to identify applicable Products, models, options, and other data, referenced to Specification Section and Article number.
   2. Show reference standards, performance characteristics and capacities.
   3. Show dimensions and clearances required.
   4. Show wiring or piping diagrams and controls.
   5. Show component parts, and finishes.

B. Manufacturer's standard schematic drawings and diagrams:

   1. Modify drawings and diagrams to delete information which is not applicable to the Work.
   2. Supplement standard information to provide information specifically applicable to the Work.
   3. Delete information not applicable.
   4. Provide manufacturer's preparation, assembly, and installation instructions when required by the Specification Section.

C. Electronic Digital Distribution of Submittals:

   1. Provide electronic media versions of submittals including but not limited to shop drawings, diagrams and relevant product data. Information shall be provided by the Contractor in the format specified by the Architect using construction management software for information exchange, Submittal Exchange.

1.5 SAMPLES

A. Office Samples: Limit to items requiring color, pattern and similar selections and shall be sufficient size and quantity to clearly illustrate:

   1. Full range of color, texture and pattern, for Architect/Engineer selection.

2. Submit samples for selection of finishes within 20 days after date of Contract.
3. Submit a minimum of two items.

B. Label each sample with identification required for transmittal letter.

C. Approved samples which may be used in the Work are indicated in the respective Specification Section.

1.6 COLOR SELECTIONS

A. The Contractor, as soon as possible, shall assemble from appropriate subcontractors and material suppliers, the manufacturer's names of all material requiring color selection by the Construction Manager/Architect including those already defined on the drawings. Color charts shall be supplied to the Architect and Construction Manager. After all the required information has been supplied, the Architect will prepare a complete color schedule based on the approved samples of materials submitted. The Architect will not prepare a color schedule or approve colors of any items until complete information on all items requiring color selection has been supplied by all Contractors.

1.7 MANUFACTURER'S CERTIFICATES

A. Submit Certificates, in duplicate, in accordance with requirements of each Specification Section.

1.8 CONTRACTOR RESPONSIBILITIES

A. Review and approve Shop Drawings, Product Data, and Samples PRIOR to submission to Construction Manager, Architect and Engineer.

B. Determine and verify:

1. Field measurements.
2. Field construction criteria.
3. Manufacturer's catalog numbers and similar data.
4. Conformance of submittal with requirements of Contract Documents.

C. Coordinate each submittal with requirements of the Work and of the Contract Documents.

D. Sign or initial each sheet of shop drawings and product data and each sample label to certify approval and compliance with requirements of Contract Documents.

E. Notify the Architect and Construction Manager in writing, at time of submission, of ANY AND ALL DEVIATIONS in the submittals from requirements of the Contract Documents.

F. DO NOT FABRICATE PRODUCTS or begin work which requires submittals until return of submittals with Architect/Engineer review stamp.

1.9 SUBMITTAL REQUIREMENTS

A. Transmit submittals promptly in accordance with approved Progress Schedule, and in such sequence as to cause NO DELAY in the work or in the work of any other Contractor.

1. The Contractor shall transmit submittals directly to the Architect Copy the Construction Manager on the transmittal.
2. The Contractor shall transmit all submittals using the electronic submittal sheet supplied by the Construction Manager.
3. All submittals shall be made within 60 calendar days of the date of the Notice to Proceed, or earlier as required to maintain the project schedule.

B. Contractor shall prepare for his use on this project an electronic shop drawing stamp and permanent stick on labels for samples that shall contain the following:

_____ Contractor approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents and with work of other Contractors.

_____ _____
Date Contractor

Specification Section _____ Contract No. _____

Submittal No. _____

The above stamp or permanent stick on label shall be affixed by the Contractor to all shop drawings and data submitted by the Contractor thus indicating that the Contractor has thoroughly reviewed same and approves of their content. Drawings not stamped in this manner will be returned to Contractor as "not reviewed" for resubmission and no action shall be taken.

C. Number of submittals required:

1. Shop Drawings: Submit electronically.
2. Product Data: Submit electronically.
3. Samples: Submit the number stated in each specification section.

D. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The name of:
   a. Contractor
   b. Supplier
   c. Manufacturer
5. Identification of the project, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on re-submittals.
11. An 8-in. x 3-in. blank space for Contractor and Architect/Engineer stamps.

1.10 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by the Architect/Engineer or Construction Manager and resubmit under procedures specified for initial submittals.

B. Indicate any changes which have been made other than those requested by the Architect/Engineer or Construction Manager.

1.11 ARCHITECT/ENGINEER AND CONSTRUCTION MANAGER REVIEW

A. Architect's/Engineer's and Construction Manager's review of submittals is for GENERAL CONFORMANCE ONLY AND IS NOT IMPLIED OR EXPRESSED AS ACCEPTANCE OR APPROVAL of the submission.

B. Submittals will be reviewed and returned to the Contractor within three (3) weeks following the date of receipt from the Contractor to the Construction Manager.

1.12 DISTRIBUTION

A. Distribute electronic reproductions of the Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of review to:

1. Job site file.
2. Record Documents file.
3. Other affected contractors.
4. Affected sub-contractors.
5. Suppliers or fabricators.

B. Distribute samples which carry the Architect/Engineer stamp of review as directed by the Architect/Engineer.

C. Contractor will be required to submit approved shop drawings electronically to the Construction Manager for distribution to additional contractors for coordination.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

SECTION 013500 - SAFETY

PART 1 - GENERAL

1.1 SUMMARY

A. It is recognized that the safety of all personnel is the responsibility of all participants involved directly in the construction of this Project. It is the contractual obligation of each Contractor to adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. Each Contractor shall assure the safety of his personnel by providing all protection and safety devices, covers, etc. as they relate to the safe conduct of his work in accordance with all Local, State and Federal regulations. Each Contractor is responsible for any safety requirements that are contractually those of any Contractor.

B. **The General Construction Contractor** shall be designated as the **"Lead Safety Contractor"** and **"Competent Person"** with respect to jobsite safety once the demolition activities are substantially complete. The Demolition Contractor will have this responsibility until demolition activities are substantially completed as determined by the Construction Manager. This responsibility shall be fulfilled by a full-time on-site representative. This person can also serve as an onsite construction supervisor if so qualified. Responsibilities and authority of the "Lead Safety Contractor" shall be as follows:

1. The "Lead Safety Contractor" will be responsible for the overall safety management on the job site. This Contractor is responsible for executing the following activities:
    a. Collect and review the Safety Programs for all prime contractors to ensure that they are adequate and confirm that they have addressed safety guidelines and requirements.
    b. Conduct a site-specific safety orientation meeting in accordance with the requirements identified in this specification section. The orientation meeting shall review general safety best practices for the proposed scope of work on the project. The meeting shall be conducted prior to the commencement of construction activity. Participation by All Prime Contractors is mandatory.

c. Provide daily surveillance of Contractor work areas for compliance with OSHA requirements.
d. Develop and invoke procedures for advising Contractors of safety violations and deficiencies.
e. Initiate corrective action in keeping with this specification section if any contractor or subcontractor does not comply with safety violation directives.

2. Reviewing programs, qualifications, records and practices of all other contractors, suppliers, and personnel on the site is part of this responsibility. Where OSHA requires or where unique/ special operations and applications are utilized by any contractor, the "Lead Safety Contractor" must verify that a "Qualified Person" is present. The "Lead Safety Contractor" must conduct monthly Safety Meetings utilizing all contractor safety representatives. Additionally, each Contractor will assure that every employee and their subcontractors on the job site have received an orientation to the Safety Requirements and Policies for this specific site. This orientation must be documented, and proof of the orientation must be forwarded to both the "Lead Safety Contractor" and the Construction Manager.

3. The "Lead Safety Contractor" will maintain a "Competent Person" with a minimum of **a 30 Hour OSHA Certification** full time on site. This person's responsibility is to review the daily operations for all contractors, suppliers, visitors, and personnel as it pertains to safety. Daily safety walkthroughs are required. This person will be the initial person to serve as the designated site representative during an OSHA inspection. These duties may be assigned to a more senior safety professional if one is present or within an appropriate response time. The "Lead Safety Contractor" shall encourage participation of other contractor's "Safety Representatives" during these inspections.

4. Where the work of one (1) Contractor places another contractor's workers, suppliers, or subcontractors in jeopardy, the "Lead Safety Contractor" shall direct and coordinate the effort of the contractors, suppliers, and personnel to ensure immediate abatement.

5. The “Lead Safety Contractor” may direct anyone involved to make corrections in the event of a safety violation. Imminent danger conditions shall be corrected immediately. Other less serious infractions shall be abated within 24 hours. Failure of another Contractor to correct a safety violation following written notice by the “Lead Safety Contractor” shall empower the “Lead Safety Contractor” to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Construction Manager will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of expense from the offending Contractor through deduct Change Order.

6. The individual Prime Contractors will maintain primary responsibility for the safety of their own workers and subcontractors, if utilized. The “Lead Safety Contractor” will assist in identifying areas of concern and will endeavor to accomplish required corrections through cooperation of other Prime Contractors and all others involved as necessary. In the event this effort is unsuccessful, the “Lead Safety Contractor” will take action as defined above.

7. The Owner will support the decisions and action taken by the “Lead Safety Contractor” to maintain jobsite safety. The Owner will promptly make payment to the “Lead Safety Contractor” when corrective action has been taken on behalf of an offending Contractor, and the “Lead Safety Contractor” has provided appropriate documentation.

8. The “Lead Safety Contractor” shall provide regular and periodic safety inspections and reports by an independent safety professional with a minimum of a 30 Hour OSHA Certification. This Independent Safety Professional may not be a direct employee of the “Lead Safety Contractor” unless their duties are restricted to safety inspections and training. The Independent Safety Professional Inspections and reports shall be performed at least once each month and will include a review of all OSHA requirements for the entire site, including all Prime Contractor and subcontractor work, tools, equipment, and safety practices. A written report must be generated and distributed to all Prime

Contractors within 3 days of the safety inspection. Any safety violations noted within the report will be corrected immediately by the responsible party. If not corrected within 24 hours of the report being issued, the "Lead Safety Contractor" shall take action as noted above. A copy of the report must be forwarded to the Construction Manager as proof of performance. If the report is not complete or does not address the entire site and all working conditions, it will be rejected, and a new inspection must be held immediately.

9. The "Lead Safety Contractor" will provide a separate line item on their Schedule of Values for Safety. Once the monthly report is issued and accepted and other responsibilities are performed, the "Lead Safety Contractor" can bill against this line item.

10. Each contractor shall provide a safety representative who is responsible to act as the "Competent Person" for their company. This person must have at **least a 10-hour OSHA Certification,** a current First Aid and CPR certification, and all specific knowledge and certifications related to any of their functions and employees. For specialty operations or unique practices, a "Qualified Person" must be utilized and must represent the Contractor.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 ACCIDENTS

A. All Contractors shall notify the "Lead Safety Contractor" and the Construction Manager of any personal injury that could require medical treatment of anyone at the project site. Also, any damage to property arising in connection with the Contractor's performance should be told to the "Lead Safety Contractor" and the Construction Manager as promptly as possible after the occurrence of such injury or damage but at the maximum within 24 hours from the occurrence. Within 48 hours of such occurrence, the Contractor shall furnish to the "Lead Safety Contractor" and the Construction Manager a complete written report of such injury or damage. Accident Reports shall include specific actions taken by Contractor to preclude recurrence of similar incidents.

3.2 EMERGENCY DATA

A. Each Contractor shall provide the “Lead Safety Contractor” and the Construction Manager with the following emergency data prior to beginning work at the project site:

1. Emergency care facility to be utilized, address and telephone number.
2. Insurance Company and local agent/name, address and telephone number.
3. Detailed description of overall corporation or company safety program.
4. Employees qualified in any type of first aid, list employee and associated skill.
5. Detailed description of specifically tailored job site safety program.
6. Identify corporate and job site safety officer.
7. Submit weekly TOOLBOX SAFETY TALK program/meeting minutes including;

    a. Day of week.
    b. Time of day.
    c. Location.
    d. Attendance record.
    e. Agenda.
    f. Unsafe items previously discussed, date of correction.
    g. Identify on site personnel with FIRST AID training.

8. All applicable SDS program sheets. (Include numbered pages and table of contents.)
9. Submit completed hazardous substance survey form.
10. Review project “Emergency Response Plan” with Construction Manager.

3.3 SAFETY AGREEMENT

A. Each Contractor shall review and comply with the following Safety Agreement, items 1 through 4, before beginning work:

1. As a Contractor under this Contract, you have, by accepting this Contract, obligated yourself to conduct all your operations within this Safety Agreement.
2. The Contractor agrees that the prevention of accidents to employees engaged in the Work under this Agreement is the responsibility of the Contractor.
3. The Contractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work. When so ordered, the Contractor agrees to stop any part of the Work which the "Lead Safety Contractor" or any other applicable agency may deem unsafe until corrective measures satisfactory to the "Lead Safety Contractor" and in accordance with the applicable Federal and/or State regulations have been taken and further agrees to make no claim for damages growing out of such stoppages. Should the Contractor neglect to adopt such corrective measures, the "Lead Safety Contractor", through the Owner, may perform the corrections and all costs will be deducted from payments due or to become due the Contractor. Failure on the part of the "Lead Safety Contractor" to stop unsafe practices shall in no way relieve the Contractor of his responsibility.

4. The Contractor realizes that an effective accident prevention program is to the mutual benefit of all Contractors through improved employee and public relations and through increased efficiency and production. Further, no accident prevention activity can be truly effective without the sincere cooperation of each Contractor performing on the site. Your attention is directed, but not limited to the following items:

3.4 HOUSEKEEPING

A. Indiscriminate accumulations of debris waste or scrap in work areas will not be permitted. (Areas will be designated for storage or disposal.) All materials, tools and equipment must be stored in an orderly manner in designated areas.

3.5 PERSONAL PROTECTION EQUIPMENT

A. Each Contractor must furnish their employees with the proper type of personal protective equipment as required by the operations being performed, including, but not necessarily limited to the following:

1. Hard Hats must be furnished to employees and worn at all times when on this project, whether or not an overhead hazard exists or what state the project may be in.
2. Appropriate attire must be worn at all times while employees are working on-site. Appropriate attire includes sleeved shirts, long pants, appropriate footwear or shall be in accordance with all applicable OSHA regulations.
3. Safety glasses must be worn by people at all times while on site. No exceptions.

3.6 SAFETY MEETINGS

A. Each Contractor is required to conduct, and all employees are required to attend a “Toolbox” type safety meeting at the beginning of each week. The meetings may either be presided over by Contractor’s foreman or another competent representative designated by the Contractor. The Construction Manager’s personnel will be allowed to participate in these safety meetings.

3.7 FIRE PROTECTION

A. When necessary, Contractors must supply approved type fire extinguisher for emergency use within their own immediate area of operation, including the Contractor’s office, tool and storage enclosures.

3.8 TREATMENT OF INJURIES

A. Contractors shall require that all employees injured (no matter how slight) while working on this project, report immediately for First Aid Treatment. The Contractor shall maintain adequate First Aid Facilities in the field.

3.9 COOPERATION

A. Any deviation from this course of action will be called to the attention of the appropriate Contractor for immediate correction. Conversely, any Contractor should call attention to any unsafe conditions or unsafe practice by any other Contractor at the site.

3.10 INSTALLED SAFETY APPARATUS

A. Each Contractor is responsible for the reinstallation of safety apparatus installed by other Contractors if removed to facilitate the installation of their own contract work. Each Contractor is to return the safety cables to an OSHA approved condition without slack.

3.11.1 WEAPONS POLICY

A. All persons are prohibited from carrying, possessing or storing a handgun firearm, or weapon of any kind while on the project, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.

B. Failure to abide by all terms and conditions of the policy may result in discipline up to and including termination. Further, carrying any weapon onto the Owner's property in violation of this policy will be considered an act of criminal trespass and possession of a weapon will be grounds for immediate removal of the person from the Project Site, and may result in prosecution.

3.12 RADIOS

A. The playing of radios or the use of headsets/ earphones will not be permitted on this project.

3.13 DEFINITIONS

A. Per 29 CFR 1926.32(f), a "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions, which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

B. Per 29 CFR 1926.32(l), a "Qualified Person" is one who, by possession of a recognized degree, certificate, or professional standing, or who by

extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.

3.14 COVID-19 Safety Plan Requirements for Construction

A. The following requirements are pursuant to providing a safe work site for all personnel entering the site as well as protecting surrounding community.

1. All Contractors, Subcontractors, Tier Subcontractors and vendors shall comply to the most updated Centers for Disease Control (CDC) and Pennsylvania Department of Health (DOH) regulations and guidelines regarding working conditions of a construction site during the Covid-19 Pandemic. Refer to current information from the CDC and from the DOH, including but not limited to the current version of "Guidance for Businesses in The Construction Industry Permitted to Operate During the COVID-19 Disaster Emergency" as issued by the Pennsylvania's Governor's Office and DOH.

2. The General Contractor is the Lead Safety Contractor and shall be responsible for providing, implementing, and maintaining a site specific COVID -19 Safety Plan.

3. The Owner may employ an Industrial Hygienist to monitor the COVID-19 Safety Plan and provide screening as well as site COVID-19 Safety Inspections at their discretion.

4. The General Contractor shall distribute the site specific COVID-19 Safety Plan to its subcontractors, other Prime Contractors for use with their subcontractors, the Architect, Construction Manager, Owner, and the Industrial Hygienist within 14 days of the Notice to Proceed. The site specific COVID-19 Safety Plan shall be reviewed by all and comments and concerns submitted within 7 days along with individual company COVID-19 safety Plans for review and conformity

into the Overall Safety Plan of the Project.

5. The site specific COVID-19 Safety Plan provided by the General Contractor shall include but not be limited to the following:
   a. Provide Information to be posted on site regarding COVID-19 including but not limited to:
      i. COVID-19 awareness information as published by the CDC and the DOH.
      ii. Protection of individuals such as Steps to Prevent the Spread of COVID-19.
      iii. Emergency Information outlining steps to be taken in the event of Possible Exposure.
      iv. Provide a Site Plan showing the location and use of all sanitation facilities such as toilet facilities, hand washing stations and hand sanitizer dispensing stations provided by the General Contractor as well as a Daily Check-in Station for screening. Provide updates to the Site Plan as the construction proceeds through different phases and modifications to the Site Plan are required to comply with the CDC and the DOH current guidelines.
      v. Signs provided by the General Contractor to be posted at the project entrance and other areas as appropriate or later required as the work progresses that provide orientation instructions for arriving on site.
   b. Provide protocols that establish the frequency and methods to be used to sanitize equipment, tools and high touch points on the job site and designate the person(s) responsible to perform the sanitation.
   c. Provide protocols for maintaining social distancing for job meetings, work crews, and for wearing masks where 6 feet of separation is not maintained.

6. Within seven (7) calendar days of receiving the site specific safety COVID-19 plan, all Prime Contractors are to provide a COVID-19 safety plan that outlines their compliance to the requirements as set forth by the CDC and the DOH, and any requirements of local authorities having jurisdiction.

7. All Prime Contractors and their subcontractors shall, at a minimum, include the following in their individual COVID-19 Safety Plans for all vendors, workers and visitors (hence forth termed "Personnel") while at the construction site shall be required to abide by, but not limited to, the following requirements:
    a. In addition to the normally required Personal Protective Equipment (PPE), all companies shall provide their workers with COVID-19 PPE that includes but is not limited to a face masks and hand sanitizer.
    b. All Personnel reporting to the construction site have a responsibility to limit possible exposure on and off the site and shall be subject to daily screening upon entering the site, which will include a temperature check and required completion of an exposure risk assessment form.
    c. All Personnel shall maintain social distancing to the extent possible and limit the size of work crews and gatherings such as meetings and follow guidelines as issued by the CDC and the DOH. Face masks are required at all times where six feet of separation is not maintained.
    d. Personnel shall not share pencils, pens, or PPE equipment. Hand tools shall not be shared when feasible. Hand tools that must be shared shall be sanitized between users.
    e. Identify all high contact points on the job site and provide sanitation multiple times throughout the day, as appropriate and as required by the current CDC and the DOH guidelines. High touch points include but are not limited to doorknobs and handles at doors, toilet facilities, and door handles on equipment and vehicles.

f. Personnel should not ride to the site together.

8. All Prime Contractors will monitor all government and local authorities having jurisdiction. Will notify the project team of any requirement changes and will implement processes to comply with applicable requirements.

END OF SECTION

SECTION 014000 - QUALITY CONTROL REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Provision of specified Testing Laboratory Services.

B. All testing is to be provided by the appropriate Contractor as required for their work unless otherwise noted.

1.2 RELATED REQUIREMENTS

A. GENERAL CONDITIONS of the CONTRACT: Inspections, testing, and approvals required by public authorities.

B. Section 014533 Code Required Special Inspections and Proceedures

B. INDIVIDUAL SPECIFICATION SECTIONS: Inspections and tests required, and standards for testing.

1.3 DESCRIPTION

A. The Owner, through the Construction Manager, will coordinate and pay for concrete compressive strength testing, soils compaction testing, masonry strength testing and inspections, structural steel field inspections, HVAC smoke exhaust system and spray applied fire proofing for the purpose of quality assurance. All other required testing shall be coordinated and paid for by the Prime Contractor requiring such testing to complete their work.

B. Employment of testing laboratory shall in NO WAY RELIEVE Contractor of obligation to perform Work in accordance with requirements of Contract Documents and to perform necessary testing and inspections for purposes of quality control.

1.4 REFERENCE STANDARDS

A. American National Standards Institute (ANSI)/American Society for Testing and Materials (ASTM).

1. ANSI / ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as used in Engineering Design and Construction.

2. ANSI / ASTM E329 - Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

B. 2009 International Building Code (IBC), Chapter 17 – Structural Tests and Special Inspections

C. American Concrete Institute Building Code – ACI 318

D. American Welding Society - AWS D1.1

E. American Concrete Institute Building Code Requirements for Masonry Structures – AC! 530

1.5 QUALITY ASSURANCE

A. Comply with requirements of ANSI / ASTM D3740 and ANSI/ASTM E329.

B. Testing Laboratory Qualification: Shall have been inspected by a nationally recognized inspection agency, acceptable to Architect/Engineer. Evidence of such inspection and current status shall be provided to Architect/Engineer. In addition, the approved lab shall document participation in a nationally recognized soils and concrete reference testing program during the twelve (12) months preceding the start of work on this project. Results of reference testing shall indicate an average or above rating for the laboratory to be acceptable.

1. Laboratory authorized to operate in State in which Project is located.

C. Laboratory Representative: Laboratory shall maintain a full-time registered Engineer on staff to review services.

D. Field Technicians shall be fully certified to perform the field tests and inspections to which they are assigned. At a minimum they shall possess the following certifications:

1. Concrete – ACI Field Technician Level 1
2. Welding – AWS Certification
3. Nuclear Density Probe – Trained and Certified by an agency acceptable to the NRC or other governing body.

E. Testing Equipment: Shall be calibrated at reasonable intervals with devices of accuracy, traceable to either NBS standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

A. PRIOR TO START OF WORK, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer to Construction Manager. Include qualification data to demonstrate their capabilities and experience.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

C. Schedule all tests and inspections, except concrete compressive strength tests, masonry strength testing, soils compaction tests and structural steel weld and bolt tests. Prepare a schedule of tests, inspections and similar quality control services required by the Contract Documents. Submit schedule within 30 days of Notice to Proceed. Notify Owner's testing agency a minimum of 48 hours in advance of testing and inspections.

1.7 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.

B. Provide qualified personnel at site after due notice; cooperate with Architect/Engineer, Construction Manager and Contractor in performance of services.

C. Perform specified inspections, sampling, and testing of products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Construction Manager, Architect, Engineer and Contractor of observed irregularities or non-conformance of Work or products.

F. Perform additional inspections and tests required by Architect/Engineer and Construction Manager.

G. Obtain samples at the Project Site or source of the materials to be tested.

1.8 LABORATORY REPORTS

A. After each inspection and test, promptly submit copies of laboratory reports to Construction Manager, Architect, Engineer and to Contractor. Report shall include:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specification section.
6. Location of sample or test in the Project.
7. Type of inspection or test. Date of test. Time of test.
8. Results of tests and compliance with Contract Documents.

B. Daily Field Reports shall be prepared at the close of each day and distributed to all parties by the end of each week by e-mail. Failed test or inspections shall be reported to the appropriate prime contractor as soon as possible.

C. Concrete and masonry test cylinders and samples are to be stored outside in a locked box on-site and not in the laboratory.

1.9 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory MAY NOT release, revoke, alter or enlarge on requirements of Contract Documents.

B. Laboratory MAY NOT approve or accept any portion of the Work.

C. Laboratory MAY NOT assume any duties of the Contractor.

D. Laboratory HAS NO authority to stop Work.

1.10 CONTRACTOR RESPONSIBILITIES

A. Notify testing agencies at least 24 hours in advance of time when work that requires testing or inspection will be performed.

B. Cooperate with laboratory personnel, and provide access to Work, and to manufacturer's facilities.

C. Provide incidental labor and facilities to:

1. Provide access to Work to be tested.
2. To facilitate inspections and tests.
3. Provide for proper storage and curing of test samples in accordance with direction from testing agency.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

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SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. This section specifies procedural and administrative requirements for the compliance with governing regulations and imposed codes and standards, including the obtaining of permits, licenses, inspections, releases and similar requirements associated with regulations, codes and standards. "Regulations" is defined to include those rules, conventions and agreements within the construction industry which effectively control the performance of the work, regardless of whether lawfully imposed by governing authority.

B. Refer to the General Conditions and Statutory Requirements for requirements related to the compliance with governing regulations.

1.2 RELATED REQUIREMENTS

A. General Conditions

B. Section 014200 - REFERENCE STANDARDS AND DEFINITIONS

1.3 STANDARDS

A. Except to the extent more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith.

1. Referenced standards referenced directly in the Contract Documents or by governing regulations have precedence over non-referenced standards which are recognized in the industry for applicability to the work.

2. Non-referenced standards are hereby defined to have no particular applicability to the work, except as a general measurement of whether work complies with standards recognized in the construction industry.

B. Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.

C. Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels, implement the requirement which is of greater quality.

D. 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. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Construction Manager for a decision before proceeding.

E. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

1.4 GOVERNING REGULATIONS/AUTHORITIES

A. The procedure followed by the Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing the Contract Documents, recognizing that

such information may or may not be of significance in relation to the Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on the performance of the work. Advise the Construction Manager of any and all changes.

1. Copies of Correspondence: During preparation of Contract Documents, the Architect/Engineer may have maintained a file of correspondence with governing authorities. This file may therefore be available at the A/E office for reference by bidders/contractors.

B. The Contractor shall observe all laws and regulations, pertaining to his work including regulations of the Department of Labor and Industry, the Department of Health, and any other local laws or ordinances, and shall furnish as required, any permits, licenses, and certificates and pay any fees incidental thereto.

C. The Contractor shall comply with all applicable tax laws and shall pay for all permits, fees, and notices required in the performance of the work. The Contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules, and orders of any public authority bearing on the performance of the work. The Contractor shall be responsible for the acts and/or omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

D. The Contractor shall comply with all applicable, laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain as required by existing conditions and progress of the work, until the acceptance of the completion of their portion of the project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities. In no event shall Owner have control over or be responsible for acts or omissions of the Contractor. At all times, Contractor shall be the controlling party responsible for the safety programs and precautions applicable to its own Work and the activities of other’s work in areas designed to be controlled by Contractor. Contractor shall control the activities of its employees and

any other persons or entities for whom Contractor is responsible. Contractor shall be liable for each hazardous condition which Contractor either creates or controls, whether or not the persons exposed to the hazard are the Contractor's employees or agents.

E. In the event an action is undertaken against the Owner, Architect or the Construction Manager for violations of law as a result of conditions allegedly created or controlled in whole on in part by Contractor or its sub-contractors, regardless of their, or any other person or entity for whom Contractor is responsible, Contractor shall defend, indemnify and hold harmless the Owner, Architect and Construction Manager from any and all costs for damages which may be assessed as the result of such action, including attorney's fees and disbursements incurred in the defense and/or appeal of such action.

1.5 CODES AND REGULATIONS

A. The Contractor shall comply with all Federal, State and Local codes and ordinances including, but not limited to, the following:

1. The applicable Building Codes as adopted by the local municipality or as identified by Architect or Engineer, along with any locally adopted amendments. This is also applicable to Plumbing and Electrical code requirements.

2. Pennsylvania Department of Labor and Industry "Building Regulations for Protection from Fire and Panic".

3. NFPA - National Fire Protection Association.

4. NEC - National Electrical Code

5. EPA - Environmental Protection Administration

B. The Contractor for the work hereunder shall be totally responsible for compliance with regulations established under the Federal Occupational Safety and Health Act of 1970 including agreements with the U.S. Department of Labor and the Commonwealth of Pennsylvania under the State plan section of the act and any applicable amendments or revisions thereof whether associated with the furnishings or equipment and/or systems, the furnishing and installation of the

equipment and/or systems, the construction of facilities, the performance of services or any other similar contractual relations.

C. The Contractor shall be responsible and shall indemnify and hold harmless the Owner and Construction Manager for any violations of the Regulations including payment of costs involved with correction of violations, hearing or appeal procedures, claims and/or fines associated with said violations.

1.6 REGULATIONS GOVERNING ASBESTOS

A. Should material known or suspected to contain asbestos be encountered, the Contractor shall cease operations in that area and notify the Owner's representative or Construction Manager immediately. In this event, the Owner will:

1. Restrict or deny access to all or part of the site if deemed necessary for protection of workers and occupants during testing and removal operations.

2. Have material tested to verify presence or absence of ACM if such testing has not previously been performed.

3. If ACM is present, contract to have the material removed by a qualified contractor in accordance with the latest applicable statues and regulations of the Commonwealth of Pennsylvania and the latest rules and regulations of the United States Environment Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work.

B. Should asbestos material be encountered on the job, each contractor shall comply with all of the latest statutes and regulations of the Commonwealth of Pennsylvania and all of the latest rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work and the disposal of material asbestos. Particular attention is drawn to Code of Federal Regulations, Title 40, Part 61, "Section 112 of Clean Air Act".

"Each contractor shall comply fully with the latest regulations of OSHA as they pertain to

the protection of workers exposed to the emission of asbestos fibers and shall take all steps necessary to protect his employees, as well as all other people engaged in the building, from exposure to asbestos fibers resulting from his work."

1.7 SUBMITTALS

A. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon the performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 014200 – REFERENCE STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": 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": Furnish and install, complete and ready for the intended use.

I. "Project Site": 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.

1.3 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. Copies of Standards: Each entity engaged in construction on Project should 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.

D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	(601) 634-2355
FED-STD	Federal Standard (See FS)	
FTMS	Federal Test Method Standard (See FS)	
UFAS	Uniform Federal Accessibility Standards	(800) 872-2253

	Available from Access Board www.access-board.gov	(202) 272-0080

1.4 ABBREVIATIONS AND ACRONYMS

A. 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."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association	(972) 506-7216

	www.concrete-pipe.org	
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AFPA	American Forest & Paper Association (See AF&PA)	
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc.	(847) 394-0150

	www.amca.org	
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International)	(703) 534-8300

	www.awci.org	
AWCMA	American Window Covering Manufacturers Association (See WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CCFSS	Center for Cold-Formed Steel Structures www.umr.edu/~ccfss	(573) 341-4471
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333

CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CGSB	Canadian General Standards Board www.pwgsc.gc.ca/cgsb	(800) 665-2472 (819) 956-0425
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087

DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.asce.org	(800) 548-2723 (703) 295-6300
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association	(315) 339-6937
FCI	Fluid Controls Institute www.fluidcontrolsinstitute.org	(216) 241-7333
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM	Factory Mutual System (See FMG)	
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fscoax.org	52 951 5146905

GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	Geosynthetic Research Institute (See GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (See NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (See CSA)	
IBF	International Badminton Federation www.intbadfed.org	(441-24) 223-4904
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11

IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (607) 753-6711
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association www.lma.org	(201) 664-2700
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610

MH	Material Handling Industry of America (See MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800)-213-7193 ext. 453
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute	(262) 248-9094

	www.ncpi.org	
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association	(888) 846-7622

	www.nrmca.org	(301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (See RTI)	
NWWDA	National Wood Window and Door Association (See WDMA)	
OPL	Omega Point Laboratories, Inc. www.opl.com	(800) 966-5253 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute www.pgi-tp.ce.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662

RTI	Roof Tile Institute (Formerly: NTRMA - National Tile Roofing Manufacturers Association) www.ntrma.org	(312) 670-4177
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The)	(850) 434-2611

	www.spib.org	
SPI/SPFD	Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (See SPFA)	
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(608) 833-5900
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 705-9898
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association	(972) 243-3902

	www.uni-bell.org	
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (See WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 661-4261
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (See WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 548-0112
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220

EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 501-1888
LBL	Lawrence Berkeley Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 4533
CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Code-required special inspections.

B. Testing services incidental to special inspections.

C. Submittals.

1.02 RELATED REQUIREMENTS

A. Section 01 4000 - Quality Requirements.

1.03 ABBREVIATIONS AND ACRONYMS

A. AHJ: Authority having jurisdiction.

B. IAS: International Accreditation Service, Inc.

C. NIST: National Institute of Standards and Technology.

1.04 DEFINITIONS

A. Code or Building Code: ICC (IBC), International Building Code, Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements and specifically, Chapter 17 - Special Inspections and Tests.

B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

C. Special Inspection:
   1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
   2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

D. Construction Documents: Written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building permit. Construction Documents include all supplemental instructions, sketches, addenda, and revisions to the drawings and specifications issued by the registered design professional beyond those issued for a building permit.

E. Shop Drawings / Submittal Data: Written, graphic and pictorial documents prepared and/or assembled by the contractor based on the Construction Documents.

F. Structural Observation: Visual observation of the structural system by a representative of the registered design professional's office for general conformance to the approved construction documents. Structural observations are not considered part of the structural tests and special inspections and do not replace inspections and testing by the testing agency or special inspector.

G. Special Inspector: A qualified person who demonstrating competence, to the satisfaction of the code enforcement official and registered design professional in responsible charge, for inspection of the particular type of construction or operation requiring special inspection. The special inspector shall be a licensed professional engineer or engineering intern or a qualified representative from the testing agency.

H. Testing Agency: A qualified materials testing laboratory under the responsible charge of a licensed professional engineer, approved by the code enforcement official and the registered design professional in responsible charge, to measure, examine, test, calibrate, or otherwise determine the characteristics or performance of construction materials and verify confirmation with construction documents.

1.05 REFERENCE STANDARDS

A. AISC 360 - Specification for Structural Steel Buildings.

B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.

C. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

D. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete.

E. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

F. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

G. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing.

H. AWS D1.1/D1.1M - Structural Welding Code - Steel.

I. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel.

J. ICC (IBC) - International Building Code.

K. SDI (QA/QC) - Standard for Quality Control and Quality Assurance for Installation of Steel Deck.

L. SJI 100 - Catalog of Standard Specifications Load Tables and Weight Tables for Steel Joists and Joist Girders.

M. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures.

1.06 CONFLICTING REQUIREMENTS

A. General: 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.

B. Minimum Quantity of Tests and Inspections: The quantity of inspections required by the Schedule of Special Inspections or the Contract Documents shall be the minimum provided or performed. The actual number of inspections may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. An example where the number of inspections may exceed the required is establishing the proper soil compaction method. Once established, however, the quantity of inspections or tests performed shall generally be limited to those specified in the Contract Documents. Refer uncertainties to the registered design profession in responsible charge for a decision before proceeding.

C. The special inspector's reports and testing agencies results shall have precedence over reports and test results provided by the contractor.

D. Where a conflict exists between the construction documents and approved shop drawings / submittal data, the construction documents shall govern unless the shop drawings / submittal data are more restrictive. All conflicts shall be brought to the attention of the registered design professional in responsible charge.

1.07 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. The contractor shall submit construction schedules to the owner, registered design professionals and testing and inspecting agencies. Schedules will note milestones and durations of time for materials requiring tests and special inspections.

C. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
   1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
   2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
   3. Submit certification that Special Inspection Agency is acceptable to AHJ.

D. Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
   1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
   2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
   3. Submit certification that Testing Agency is acceptable to AHJ.

E. Smoke Control Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
   1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
   2. Submit documentary evidence that agency has appropriate credentials and documented experience in fire protection engineering, mechanical engineering and HVAC air balancing.
   3. Submit certification that Testing Agency is acceptable to AHJ.

F. Fabricator's Qualification Statement: Fabricator is required to submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.

G. Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of Special Inspector.
      d. Date and time of special inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of special inspection.
      h. Date of special inspection.
      i. Results of special inspection.
      j. Compliance with Contract Documents.
   2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.

H. Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.
   1. Include:

a. Date issued.
b. Project title and number.
c. Name of inspector.
d. Date and time of sampling or inspection.
e. Identification of product and specifications section.
f. Location in the Project.
g. Type of test or inspection.
h. Date of test or inspection.
i. Results of test or inspection.
j. Compliance with Contract Documents.

I. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Architect and AHJ, in quantities specified for Product Data.
   1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.08 SPECIAL INSPECTION AGENCY

A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.

B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.

C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.09 TESTING AND INSPECTION AGENCIES

A. Owner may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.

B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.10 QUALITY ASSURANCE

A. Special Inspection Agency Qualifications:
   1. Independent firm specializing in performing testing and inspections of the type specified in this section.

B. Testing Agency Qualifications:
   1. Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

A. Refer to drawings for Statement of Special Inspections.

B. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
   1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
   2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and

at the completion of the work.

3.02 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION

A. Refer to drawings for Statement of Special Inspections.

B. Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC).

3.03 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

A. Refer to drawings for Statement of Special Inspections.

3.04 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

A. Refer to drawings for Statement of Special Inspections.

B. Masonry Structures Subject to Special Inspection:
   1. Masonry construction when required by the quality assurance program of TMS 402/602.
   2. Perform inspections in accordance with Level B Quality Assurance.

3.05 SPECIAL INSPECTIONS FOR SOILS

A. Refer to drawings for Statement of Special Inspections.

3.06 SPECIAL INSPECTIONS FOR SPRAYED FIRE RESISTANT MATERIALS

A. Refer to drawings for Statement of Special Inspections.

3.07 SPECIAL INSPECTIONS FOR MASTIC AND INTUMESCENT FIRE RESISTANT COATINGS

A. Refer to drawings for Statement of Special Inspections.

3.08 SPECIAL INSPECTIONS FOR FIRE RESISTANT PENETRATIONS AND JOINTS

A. Refer to drawings for Statement of Special Inspections.

3.09 SPECIAL INSPECTIONS FOR SMOKE CONTROL

A. Refer to drawings for Statement of Special Inspections.

3.10 OTHER SPECIAL INSPECTIONS

A. Refer to drawings for Statement of Special Inspections.

B. Provide for special inspection of work that, in the opinion of the AHJ, is unusual in nature.

C. For the purposes of this section, work unusual in nature includes, but is not limited to:
   1. Materials and systems required to be installed in accordance with the manufacturer's instructions when said instructions prescribe requirements not included in the building code or in standards referenced by the building code.

3.11 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

A. Special Inspection Agency shall:
   1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified reference standards.
   3. Ascertain compliance of materials and products with requirements of Contract Documents.
   4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
   5. Perform additional tests and inspections required by Architect.
   6. Attend preconstruction meetings and progress meetings.
   7. Submit reports of all tests or inspections specified.

B. Limits on Special Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Agency may not approve or accept any portion of the work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the work.

C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.12 TESTING AGENCY DUTIES AND RESPONSIBILITIES

A. Testing Agency Duties:
1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with specified standards.
3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
5. Perform additional tests and inspections required by Architect.
6. Submit reports of all tests or inspections specified.

B. Limits on Testing or Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the work.

C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.

D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.13 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Contractor Responsibilities, General:
1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
3. Provide incidental labor and facilities:
   a. To provide access to work to be tested or inspected.
   b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
   c. To facilitate tests or inspections.
   d. To provide storage and curing of test samples.
4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. The contractor shall repair and / or replace work that does not meet the requirements of the construction documents.
   a. Contractor shall engage an engineer / architect to prepare repair and / or replacement procedures.

b. Engineer / architect shall be registered in the state in which the project is located. Engineer shall be acceptable to the registered design professional in responsible charge, code enforcement official, and owner.
c. Procedures shall be submitted for review and acceptance by the registered design professional in responsible charge, code enforcement official, and owner before proceeding with corrective action.

7. The contractor shall be responsible for costs of:
   a. Review of proposed repair and / or replacement procedures by the registered design professional in responsible charge and the inspectors and testing agencies.
   b. Repair or replacement of work that does not meet the requirements of the construction documents.

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND UTILITIES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section specifies requirements for temporary services and facilities including utilities, construction and support facilities, security and protection, as specified below. The scope of work includes installation, maintenance and removal of utilities.

B. Temporary utilities required include, but are not limited to:
   1. The Plumbing Contractor shall furnish temporary water service and distribution.
   2. Temporary utilities for the field offices are to be provided at the location noted on the Contract Documents or as directed by the Construction Manager. This includes all work associated with the temporary electric to this location. Each Contractor will make arrangements with the Electrical Contractor to have their trailers connected into the temporary electrical service. The Contractors will be responsible to pay all the labor and material costs used to connect the trailer. The Construction Manager will use an existing house on the adjacent piece of property for his temporary office. Job conferences will be held at that location.
   3. The Electrical Contractor shall provide temporary telephone cabling including surge and lightning protectors at the field offices. Electrical Contractor shall provide twenty-five (25) pair telephone cable from existing Telephone Company pole to central location near the field offices. Install cabling on proposed temporary electric service poles that will be installed as part of this contract. Electrical Contractor shall provide terminations and required hardware and include any Telephone Company connection fees in the base bid. Individual Contractors shall provide all wiring from central location to trailers, along with telephones. Electrical Contractor shall provide DSL or Cable high speed internet access to the existing house adjacent to the construction site that will be used by the Construction Manager. Each Prime Contractor shall be responsible for their own monthly telephone bills. Construction Manager

will be responsible for their own telephone and internet access monthly bills.

4. The Electrical Contractor shall provide one (1) 225-amp 120/208 3 phase service or one (1) 400-amp single phase service panel located on a service pole near the existing electrical transformer mounted on an existing telephone / electrical pole. The Electrical Contractor shall provide temporary electric for the building in accordance with OSHA, NEA and UL compliance installed per the National Electrical Code. The Electrical Contractor shall provide two (2) dusk to dawn light fixtures located on temporary poles at the lay down area. Refer to the Site Utilization Plan for additional information. Coordinate equipment location with the Construction Manager.

C. Temporary Construction and Support Facilities required include, but not limited to:
   1. Temporary heating, dehumidification and ventilating of the building shall be furnished by the HVAC Contractor once the building is enclosed unless otherwise noted in the summary of work.
   2. Field offices and storage facilities shall be provided by each Prime Contractor. Locations will be coordinated with the Construction Manager. Refer to the Site Utilization Plan for office and storage trailer locations.
   3. Temporary roads and parking lots shall be provided by Sitework Contractor.
   4. Sanitary facilities shall be provided by General Contractor.
   5. The Sitework Contractor shall be responsible for all dewatering to perform their work, including the building pad. The General Contractor shall be responsible for all dewatering of foundations in each area except for HVAC, Plumbing, and Electrical Contractors shall provide dewatering for their own work.
   6. Temporary building enclosure shall be provided by General Contractor unless noted otherwise in the summary of the work. This is to include all temporary window openings and temporary doorways required to ensure temporary heat throughout the duration of the project.
   7. Each Prime Contractor shall provide for his own hoisting and scaffolding.
   8. The General Contractor shall provide for temporary elevator usage once elevator is fully operational and inspected at no cost to other prime contractors.
   9. Temporary project identification signs, including signs for directions, warnings, deliveries and safety shall be provided by General Contractor and shall be coordinated by the Construction Manager.

10. Each Prime Contractor shall furnish safety and first aid supplies.

D. Security and Protection Facilities required included, but are not limited to:
   1. General Contractor shall provide temporary fire protection and extinguishers.
   2. The Sitework Contractor shall provide barricades, warning signs and lights for his work.
   3. Each Prime Contractor shall provide barricades, warning signs and lights required for their work for all areas other than those provided by the Sitework Contractor.
   4. Environmental protection shall be provided by all Trades.
   5. Securing of the building and property shall be provided by General Contractor.
   6. Temporary stairs, ladders, and temporary railing at all openings and building perimeter, as required by OSHA, shall be furnished by General Contractor. Two lines of safety cables will be provided by the General Contractor at the perimeters of multi-story structures.
   7. Special requirements for ventilation are the responsibility of the Prime Contractor requiring ventilation for their work.
   8. Demolition Contractor to provide the initial temporary fencing on site where indicated. He will include installation of the fence and fence rental for two months. The General Contractor will assume the monthly rental cost after that initial two months and remove the temporary fence when directed by the Construction Manager.

E. Quality Assurance:
   1. Regulations: All trades shall comply with industry standards and applicable laws and regulations of authority having jurisdiction, including but not limited to:
      a. Municipal and L&I Building Code Requirements.
      b. State Building Codes.
      c. Health and Safety Regulations.
      d. Utility Company Regulations.
      e. Police, Fire Department, and Rescue Squad rules.
      f. Environmental Protection Regulations.

F. Inspections: The Prime Contractor furnishing the temporary utility shall arrange for authorities having jurisdiction to inspect and test each temporary utility before use and obtain required certifications and permits. Provide copies of the results of all inspections and tests to the Owner and Construction Manager.

1.03 PROJECT CONDITIONS

A. Conditions of Use: Each Prime Contractor shall keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities or permit them to interfere with progress. Do not allow hazardous or unsanitary conditions or public nuisances to develop or persist on the site. Report any unsafe conditions noticed to the General Contractor and to the Construction Manager immediately.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Provide new materials or, if acceptable to the Architect and Construction Manager, undamaged previously used materials in serviceable condition may be used for temporary construction. Provide materials suitable for the use intended.

B. Lumber and Plywood: Comply with requirements in Division 6, Section "Rough Carpentry".

C. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame spread rating of 15 or less. For temporary enclosures, provide translucent nylon reinforced laminated polyethylene of polyvinyl chloride fire retardant tarpaulins.

D. Water: Provide potable water approved by local Health Authorities. Each Prime Contractor is responsible for providing potable water as approved by local health authorities for their personnel.

E. Construction Safety Fence: Four-foot (4') high plastic orange fence, supports as required.

F. Site Security Fence: Provide six-foot (6') high chain link fence where indicated. Posts shall be either driven or have movable bases as applicable for each condition.

2.02 EQUIPMENT

A. General: Provide new equipment or, if acceptable to the Architect/Construction Manager, undamaged previously used equipment in serviceable condition may be used for temporary construction. Provide equipment suitable for use intended.

B. Water Hoses: Provide three-quarter (3/4)" heavy duty abrasion resistant, flexible rubber hoses 200-feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shut off nozzles at hose discharge.

C. Electrical Outlets: The Electrical Contractor shall provide properly configured NEA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground fault circuit interrupters (GFCI), reset button and pilot light, for connection of power tools and equipment.

D. Electrical Power Cords: Each Prime Contractor shall provide grounded extension cords. Use hard service cords where exposed to abrasion and traffic. Provide waterproof GFCI connectors to connect separate lengths of electric cords, if single lengths will not reach areas where Construction activities are in progress. Do not exceed safe length-voltage ratio.

E. Lamps and Light Fixtures: The Electrical Contractor shall provide and maintain rough service light fixtures and LED lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where light fixtures are exposed to potential breakage. Provide exterior fixtures where exposed to moisture connected to GFCI. Electrical Contractor shall provide a minimum of one 1500 lumen LED light fixture in each room and on each stair landing. Multiple light fixtures will be required in larger rooms. Electrical Contractor shall provide sufficient temporary lighting to provide a minimum of 20-foot candles as measured at floor level, in all indoor work areas. Lighting and receptacles will not be on the same circuits.

F. Task Lighting: Each contractor shall provide their own temporary task lighting to provide additional lighting as may be required in work areas where the 20-foot candles of lighting provided by the Electrical Contractor is in-sufficient.

G. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

H. Temporary Office: Provide prefabricated or mobile units or similar job-built construction offices with lockable entrances, operable window and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

I. Temporary Toilet Units: Provide self-contained single occupant toilet units of the chemical, aerated re-circulation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. Provide one (1) unit for every ten (10) workmen on the project.

J. First Aid Supplies: All Contractors shall comply with governing regulations. All Contractors shall have a first aid kit and comply with all governing regulations.

K. Fire Extinguishers: Provide hand carried, portable UL rated, Class "A" Fire extinguishers for temporary office and similar spaces. In other locations, provide hand carried, portable, UL rated, Class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classed for the exposures. Comply with NFPA 10 classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 TEMPORARY UTILITY INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the 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 completed permanent facilities that have been authorized for use.

C. Permanent Facility Permanent Facility Warranties: Use of permanent facilities prior to substantial completion shall not reduce the one (1) year warranty period for permanent facilities from the date of substantial completion.

D. Water Service: The Plumbing Contractor shall install distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Provide 3/4" hose bib termination at each area of construction work, located so that any area of the building construction can be reached with a 200-foot length of hose. Plumbing Contractor shall pay any tap fees to the Water Authority for temporary water and shall include this cost in his bid. General Contractor shall pay all project related monthly water usage fees.
   1. Sterilization: Sterilize temporary water piping prior to use.
   2. Protect system from freezing.
   3. Maintain 30-psig. Water pressure with 5 GPM flow rate.
   4. Provide a three-quarter inch (3/4") ground hydrant, stone drain base, required anchors and support, three feet (3'-0") burial depth and a three-quarter inch (3/4") hose bib connection. Underground mains to have a minimum of three feet (3'-0") of cover. Provide required isolation valves and "Non-Potable Water" signs. Maintain for entire construction period or until directed by the construction manager to remove and then remove and restore area.

E. Temporary Electric Power Distribution:
   1. As soon as Construction Manager notifies the Electrical Contractor after the start of the work at the project site, the Electrical Contractor shall provide temporary electrical power distribution system, sufficient to accommodate temporary lighting and construction operations including the use of power tools, but not including heavy duty electrical welding units, electric hoists, terrazzo grinders, electrical heating units and start up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections. Electrical Contractor to provide a temporary electrical generator to be utilized by all other contractors on site, until temporary power distribution system is energized by the Electric power company provider. General Contractor to provide fuel for generator as well as maintain the generator until no longer provided. Provide weatherproof, grounded wiring with overload protection, with direct wired connections, where feasible, and for all voltages over 120-volts. Locate multiple outlets, not less than ten (10) gang at each story of construction, spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length.
      a. The General Contractor shall pay for all building project related electrical power usage.
      b. The existing house that will be utilized as the Construction

Manager's Temporary Office's power usage will be paid directly by the Owner and there is electric power to that house currently.

c. Electrical Contractor shall provide and pay for all installation, maintenance, servicing, operation and supervision of new lines installed.
d. The Electrical Contractor shall provide service with ground fault circuit interrupter feature activated from each circuit of 20-amp or less rating.
e. Where a service of a type other than herein mentioned is required, the Contractor requiring the same shall install and pay all costs for such special service, including power requirements for temporary offices. Each Contractor shall also be responsible for their own generator for temporary electric where power cannot be obtained within a reasonable distance from the temporary electric services indicated on the Site Utilization Plan.
f. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary system.
g. The Electrical Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.

F. Temporary Lighting:
1. Whenever overhead floor or roof deck has been installed, Electrical Contractor shall provide and maintain temporary lighting with local switching. Electrical Contractor shall furnish and install sufficient temporary lighting to ensure proper workmanship and safety. Electrical Contractor shall provide sufficient lighting to maintain a minimum of 20 foot-candles as measured at floor level in all indoor work areas. Electrical Contractor shall provide rough service light fixtures and LED lamps. Multiple light fixtures will be required in larger rooms. Electrical Contractor shall provide a minimum of one 1500-lumen LED light fixture in each room and on each stair landing. Lighting and receptacles shall not be on the same circuits.
2. Limit lighting installation to intensities which will accommodate normal access and workmanship requirements, recognizing that each individual contractor performing work requiring higher intensity lighting than 20 foot-candles, will provide supplementary plug in temporary lighting in localized areas where such work is in progress.
3. As permanent lighting system is substantially complete, for each area or

usable portion thereof, make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.

4. Electrical Contractor shall maintain and operate permanent lighting system until time of final acceptance and transfer of operation to Owner's personnel.
5. Electrical Contractor shall replace all lamps in permanent light fixtures that are burned out or noticeably dimmed by substantial use.

G. Temporary Electric with Overhead Service:
   1. The following description of the overhead pole service scope is not a complete description of the Electrical Contractors requirements or obligations. The Electrical Contractor is reminded to review and familiarize themselves with all relevant Contract Documents including the site utilization plan. Coordinate equipment locations with the Construction Manager. It is highly recommended that the Electrical Contractor visit the existing site to familiarize himself with existing conditions prior to submitting a bid.
   2. The Electrical Contractor shall provide one (1) 225-amp 120/208 three (3)-phase service or one (1) 400-amp single phase service panel located on a service pole near the Construction Manager’s trailer. The Electrical Contractor shall provide temporary electric for the building in accordance with OSHA, NEA and UL compliance installed per the National Electrical Code. The Electrical Contractor shall provide two (2) dusk to dawn light fixtures located on temporary poles at the lay down area. Refer to the site utilization plan for additional information. Coordinate equipment location with the Construction Manager.
   3. Furnish and install necessary hangers, supports, conduit, cabling, ground rods, grounding, disconnect switches, transformers, wall penetrations, poles, backboards, hardware, guy wires, anchors, etc required for overhead electric service.
   4. Provide an electrical inspection for the temporary electric pole service. Provide copies of inspection reports to the Construction Manager.
   5. The Electrical Contractor shall patch construction materials where temporary power has penetrated existing or new walls including brackets and support hardware. Landscape, grass areas, paved areas, concrete, etc where temporary poles were removed, or underground duct banks installed shall be restored to the original surface by the Electrical Contractor.

H. Storm Sewers and Drainage:
   1. Comply with the soil erosion and sedimentation control plan and locate

authorities having jurisdiction. Sitework Contractor to notify the County Conservation District three (3) days prior to start of construction.

3.02 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. General:
   1. Locate field offices, storage, sanitary facilities, and other temporary construction and support facilities for easy access and as directed by the Construction Manager. Refer to the Site Utilization Plan for locations.
   2. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet of building lines.

B. Temporary Heating, Ventilating and Air Conditioning:
   1. Once the structure is enclosed, the HVAC Contractor shall provide temporary heat, ventilation, dehumidification as necessary or required by construction activities, for curing or drying of completed installation or protection of installed construction from adverse effects of low or elevated temperatures or high humidity. The Architect and Construction Manager will determine when the building is considered enclosed. The minimum requirements for enclosure will be when the block walls are erected, the roof insulation is on, and all openings are either temporarily or permanently filled. It is the responsibility of the General Contractor to make the building enclosed as soon as feasible and in accordance with the project schedule.
   2. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy once the structure is enclosed.
   3. Once the structure is enclosed, maintain acceptable temperatures to allow for the installation of all finishes and a minimum temperature of 55-degree F inside temperature when the outside temperature is 0-degree F.
   4. Provide temporary humidity control for installation of materials requiring permanently conditioned spaces (gym floors, library ceiling, etc).
   5. Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control. Use of gasoline burning space heaters, open flame, or salamander type heating units is prohibited.
   6. After the permanent heating and air conditioning system are generally ready for use and the conditions of construction requires continuous 24-hour heat in the building, the HVAC Contractor shall provide temporary

heat using the permanent heating system. The entire building shall be conditioned so that final finishes can be applied. The General Contractor shall pay for all fuel and monthly electric usage bills required for providing temporary heat and air conditioning after the HVAC system are generally ready for use. It shall be the HVAC Contractor's responsibility to ensure that the permanent HVAC system is generally ready for use within 30 days after equipment start-up for that area as defined in the most current project schedule. After the permanent HVAC system is functioning adequately to provide the necessary minimum temperature requirements in each area, the temporary heating systems provided by the HVAC Contractor shall be removed and the HVAC Contractor shall assume responsibility for maintaining the permanent heat, air conditioning and dehumidification systems.

7. All permanent heating and air conditioning equipment used to supply temporary heat and air conditioning shall be completely cleaned and reconditioned by the HVAC Contractor prior to final acceptance. The Owner may elect to inspect all equipment and systems before final acceptance. Install new disposable filters and clean non-disposable filter prior to final acceptance. The one (1) year warrantee for permanent heating and air conditioning equipment shall become affective from the date of substantial completion. HVAC Contractor shall pay charges for extended warrantee for use of permanent systems prior to substantial completion.
8. The HVAC Contractor shall replace the filters in the air handlers during the temporary heat and A/C period on an as needed basis as determined by the Construction Manager.
9. The HVAC Contractor shall remove all soot, smudges, and other deposits from the walls, ceilings, and all exposed surfaces that are the result of the use of temporary heating equipment including the use of the permanent heating system for temporary heat purposes. The General Contractor shall not do any finish work until all such surfaces are properly cleaned.

C. Temporary Ventilation: The trade requiring ventilation for work to expel fumes or to provide circulation of air is required to provide their own methods to induce the circulation or ventilation.

D. Field Offices:
   1. Prime Contractors may, at their own option and expense including utilities, provide offices for their personnel. Each Prime must maintain on the site a copy of all Contract Documents, Change Orders,

supplemental drawings, shop drawings, and submissions and a set of as-built prints.

2. Each Contractor shall maintain in their field office all OSHA required up to date Hazardous Communications Standards, MSDS information and emergency phone numbers and contract information.

E. Storage and Fabrication Sheds: Each Contractor shall provide storage and fabrication sheds or trailers, sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces. Refer to the Site Utilization Plan and coordinate locations with Construction Manager.

F. Temporary Roads and Laydown Areas:
   1. Sitework Contractor shall construct and maintain temporary roads to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary roads, storage areas, and parking where the same permanent facilities will be located when feasible. Provide additional Staging areas and temporary roads where indicated. Refer to the Site Utilization Plan.
   2. Sitework Contractor will be responsible for snow removal at all temporary roads and lay down areas. Where mud, snow, ice or other hazardous conditions exist, the General Contractor shall remove the hazard once the Sitework Contractor has demobilized. Should the General Contractor create elevation changes due to the removal of mud or other unstable materials, the General Contractor shall restore these areas to design elevations prior to the placement of topsoil or the installation of any non-pervious materials.
   3. Sitework Contractor shall clear topsoil, grade and provide stone base for temporary construction activities as defined on the Site Utilization Plan. Areas include space designated for Field Offices and for material storage and laydown. Sitework Contractor will maintain areas during construction and will restore areas to original condition, or as provided for in Contract Documents, at the end of Project.
   4. Paved surfaces on the project are intended to be used for laydown, parking and storage. The Sitework Contractor shall prepare these areas and install the stone sub-base and the asphalt base course. Upon substantial completion of the buildings the Sitework Contractor shall inspect the surfaces for soft spots. If identified these areas shall be repaired at no additional cost to the owner prior to the placement of the wearing surface. Sitework Contractor shall clean asphalt binder and apply tack coat prior to installation of final wearing surface.

G. Sanitary Facilities:
   1. General Contractor shall provide temporary toilets. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs at a rate of one (1) unit for every ten (10) workmen.

      a. Provide toilet tissue and similar disposable materials for each facility.

   2. Toilets: Install self contained toilet units of appropriate quantity dictated by manpower on site. Shield toilets to ensure privacy. Use of pit type privies will not be permitted. Provide means of locking toilet facilities when construction is not in progress.

      a. Provide separate facilities for male and female personnel when both sexes are working in any capacity at the project site.
   3. Drinking Water Facilities: Each Prime Contractor shall provide containerized tap dispenser bottle water type drinking water units, including paper supply for his personnel. Where power is accessible, the General Contractor shall provide one electric water cooler in his trailer that maintains dispensed water temperature between 45-degrees and 55-degrees.

H. Dewatering Facilities and Drains:
   1. Provide temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Section, comply with dewatering requirements of applicable Division 31 Sections. Where feasible, utilize the same facilities. The Sitework Contractor shall be responsible to maintain excavations and overall construction site free of water through proper temporary grading as required.
   2. Sitework Contractor shall provide temporary storm water drainage lines including roof drainage outside the building until permanent drainage lines are installed and shall remove storm water from building to an approved discharge area.

I. Temporary Enclosures:
   1. The General Contractor shall provide temporary enclosure, which shall include window openings, door openings, unit ventilator openings or any other openings in the exterior wall or roof. The definition of enclosed

structure shall mean the block walls shall have been run and the roof decking and the roof insulation will have been installed before temporary heat and enclosures are to begin. It is not necessary for the exterior brickwork to be installed before enclosure work to begin. All activities are to be under the approval of the Construction Manager and building enclosures shall take place in the time frame as determined by the Construction Manager.

2. Where heat is needed and the permanent building enclosure is not complete, each Prime Contractor shall provide temporary enclosures where there is not other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
3. Install tarpaulins securely with fire retardant wood framing and other materials. Close openings of 25-square feet or less with plywood or similar materials.
4. Dust control partitions are to be provided by the Contractor who is creating dust and dirt to protect the surrounding conditions. Contractors are required to clean up debris caused by any operation.
5. Temporary partitions, including relocation and removal, will be provided by the General Contractor for phased construction, as directed by the Construction Manager.
6. Interior temporary partitions will be constructed as directed by the Construction Manager to include 5/8" plywood on 2” x 4” framing, insulated, with plastic to contain dust (if required) from floor to deck (if required).

J. Temporary Lifts and Hoists: Truck cranes and similar devices used for hoisting materials are considered "tools and equipment", and shall be provided by the Contractor requiring same.

K. Temporary Elevator Use: Use of the elevator shall be at the discretion of the General Contractor and Construction Manager. The General Contractor must provide proof of certification by the state to the owner and the Construction Manager prior to temporary use.

L. Project Identification and Temporary Signs:
   1. General Contractor shall provide project identification and other signs of the size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.

2. Provide one (1) sign erected on the site, where directed to identify the project. Sign shall include Project's Name, Owner's Name, Architect's Name, Construction Manager's Name, and the names of all Prime Contractors. Architect to approve sign layout and design prior to fabrication and erection.
3. Engage an experienced sign painter to apply graphics.
4. Temporary Signs: Furnish and install signs to provide directional information to construction personnel and visitors.
5. Project Safety Sign: General Contractor shall provide a 4' x 8' plywood temporary safety sign mounted on Two (2) each 4" x 4" x 10' high posts. Sign shall be professionally painted and shall contain safety language as agreed upon with the Construction Manager. Sign shall be per USDA's standard sign layout.

M. Collection and Disposal of Waste:
   1. The General Contractor shall serve as the lead contractor for coordinating and maintaining a clean project site.
   2. Each Prime Contractor is responsible for general clean up and trash removal resulting from the work or employees of that contract. The General Contractor shall provide dumpster(s) as required for the purpose of trash removal for all Prime Contractors, except the Masonry and Roofing Contractors, who shall remove their own debris. Hazardous materials shall not be placed in dumpster but should be removed from site by Prime Contractor responsible for the material. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F. (27 degrees C). Handle hazardous, dangerous, or unsanitary water material separately from other waste, by containerizing properly. Dispose of material in a lawful manner.
   3. Each prime contractor is responsible to maintain a clean, safe and organized site. This includes, but is not limited to, clean-up on an as needed basis, but not less than weekly as coordinated by the Construction Manager.
   4. It shall be the General Contractor's responsibilities (Per Multiple Contract Summary Section 01 12 00) to broom sweep the project on a weekly basis. Identify cost of labor as separate line items on schedule of values for clean-up and trash removal. This requirement for the General Contractor to provide weekly cleaning, does not eliminate the responsibility of other Contractors for clean up of material and waste caused by their actions or installation of work.
   5. In a case where a Prime Contractor fails to adequately clean up, the

General Contractor shall notify the Construction Manager in writing. The notification shall include the name of the Prime Contractor(s), and indicate the areas of the project that are in violation. Upon review, the Construction Manager may take corrective action and back-charge the responsible Prime Contractor.

N. Stairs: Until permanent stairs are available, the General Contractor shall provide temporary stairs where ladders are not adequate. The temporary and permanent stair systems must comply with OSHA guidelines. Cover finished permanent stairs with protective covering of plywood or similar material so finish will be undamaged at the time of acceptance.

O. Debris Control: The Sitework Contractor shall daily clean all mud, dirt, and debris resulting from all trades operations from the adjacent streets, sidewalks, drives, parking areas and shall repair all damage caused by the cleaning when the Sitework Contractor is on site. The General Contractor is responsible once the Sitework Contractor is no longer on the site.

P. Snow and Ice Removal:
   1. The General Contractor is responsible for snow and ice removal to allow access to the building, contractor parking area and site for construction activities.
   2. The General Contractor is responsible for snow and ice removal for the walkways once constructed and within the building once foundation work has begun.
   3. The General Contractor will be responsible for snow and ice removal and material protection as required to execute roofing work. Refer to Bid Schedule to see if snow removal might be required.
   4. The General Contractor is responsible to remove or take measures to prevent slippery conditions.

3.03 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Do not change over from use of temporary security and protection facilities to permanent facilities until substantial completion or longer if requested by the Architect, except for the use of the permanent fire protection which shall be put into use as soon as available.

B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, the General Contractor shall install and maintain

temporary fire protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers".

1. Locate fire extinguishers where convenient and efficient for their intended purpose, but not less than two (2) extinguishers on each floor or one (1) at each usable stairwell whichever is greater.
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 fighting fires. Prohibit smoking in hazardous fire exposure areas.
4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
5. Each Prime Contractor is responsible for providing fire protection mats, a man assigned to fire watch, temporary fire extinguishers, and proper notification to other trades during any welding process.
6. No grinding, burning or welding is permitted during the last hour of work each day. Contractor is to check work area where grinding, burning and welding has occurred just prior to leaving the site for day.

C. Permanent Fire Protection: At the earliest feasible date in each area of the project, the respective Prime Contractor shall complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities. Provide attendance record of each contractor's attendance to the Owner.

D. Barricades, Warning Signs and Lights: The General Contractor shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and/or needed, provide lighting including flashing red or amber lights.

E. Security Enclosure and Lock Up:
   1. The General Contractor shall install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. If the site is indicated to be fenced in, it will be the General Contractor’s responsibility to lock all the gates each night.
   2. Each Prime Contractor is responsible for the secure storage of their own material and equipment both on and off the site.

F. Environmental Protection:

1. Provide protection, operate temporary facilities and conduct construction in ways and methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result.
2. Avoid use of tools and equipment, which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site. Normal work hours will be from 7:00 AM to 4:00 PM Monday through Friday, but outdoor sitework could continue on till dusk and on Saturdays if weather conditions are favorable and local noise ordinances permit. Second shift work for interior work could occur as schedule requires but all types of noisy construction are required to stop at dusk.
3. See Site Plans for protection measures for site storm water management and erosion control measures.

3.04 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain temporary facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements. Maintain operation of temporary enclosures, heating, cooling humidity control, ventilation and similar facilities on a twenty-four (24) hour per day basis, where required to achieve indicted results and to avoid possibility of damage.
   1. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Architect or Construction Manager request that it be maintained longer, remove each temporary facility when the need has ended. This is normally when 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 the 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 property of

the Contractor. The Owner reserves the right to take possession of project identification signs.

2. Sitework Contractor shall remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt, other petrochemical compounds, and other substances, which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

D. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period. Including but not limited to:
   1. The HVAC Contractor shall replace air filters and clean inside of ductwork and housings.
   2. The HVAC Contractor shall replace significantly worn parts and parts that have been subject to unusual operating conditions.
   3. The Electrical Contractor shall replace lamps that are burned out or noticeably dimmed by substantial hours or use.

END OF SECTION

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SECTION 015300 - TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Suitable barriers to prevent public entry, and to protect the Work and existing facilities shall be provided by Each Prime Contractor as required and/or requested by the Construction Manager.

B. Temporary enclosures barriers to protect the Work or existing facilities shall be provided by Each Prime Contractor as required and/or requested by the Construction Manager.

C. Remove when no longer needed, or at completion of Work.

1.2 RELATED REQUIREMENTS

A. Section 011200 - MULTIPLE CONTRACT SUMMARY

B. Section 015400 - CONSTRUCTION AIDS

C. Section 015800 - PROJECT IDENTIFICATION AND SIGNS

1.3 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with Federal, State and local codes and regulations.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Materials MAY BE new or used, suitable for intended purpose, but MUST NOT violate requirements of applicable codes and standards.

2.2 BARRIERS

A. Materials are at Contractor's option, as appropriate to serve the required purpose.

PART 3 - EXECUTION

3.1 GENERAL

A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.

B. Maintain barriers during entire construction period.

C. Relocate barriers as required by progress of construction.

3.2 TREE AND PLANT PROTECTION

A. When appropriate or as indicated on Site Development Drawings, preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.

B. Consult with Architect and Construction Manager; remove agreed-on roots and branches which interfere with construction.

C. Protect root zones of trees and plants:

1. Do not allow vehicular traffic or parking.
2. Do not store materials or products.
3. Prevent dumping or refuse or chemically injurious materials or liquids.
4. Prevent puddling or continuous running water.

D. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.

E. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

3.3 REMOVAL

A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by Architect/Engineer/Construction Manager.

B. Clean and repair damage caused by installation, fill and grade areas of the site to elevations and slopes as may be required, and clean the area.

END OF SECTION

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SECTION 015800 - PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. General Contractor shall provide temporary on-site information signs:

1. As may be required by local codes, laws and regulatory agencies.
2. To identify key elements of the construction facilities.
3. To direct traffic.
4. To facilitate trade gate system if required.
5. Provide other signs as may be required such as No Trespassing, No Parking, Safety Signs, and directional signs as directed by the Construction Manager.
6. Project Identification Sign - See details included in Bid Documents

B. Remove signs on completion of construction or as directed by Construction Manager.

C. Allow no other signs to be displayed.

1.2 RELATED REQUIREMENTS

A. Section 011200 - MULTIPLE CONTRACT SUMMARY

1.3 INFORMATION SIGNS

A. Painted signs with painted lettering, or standard products.

1. Size of Signs and Lettering: As required by regulatory agencies, or as appropriate to usage.
2. Colors: As required by regulatory agencies, otherwise of uniform color throughout Project.
3. See Attached USDA Temporary Construction Sign information contained in Section 015801.

B. Erect at appropriate locations to provide required information or as directed by Construction Manager.

1.5 QUALITY ASSURANCE

A. Sign Painter: Professional Experience in type of work required.

B. Paint Finishes: Adequate to resist weathering and fading for scheduled construction period.

1.6 PROJECT PROFESSIONAL SIGNS

A. Install and maintain signs provided by Construction Manager and Architect as required by the Construction Manager.

PART 2 - PRODUCTS

2.1 SIGN MATERIALS

A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.

B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.

1. Thickness: In accordance with details.

C. Rough Hardware: Galvanized.

D. Paint: Exterior quality, as specified in Section 099000.

1. Use Bulletin colors for graphics.
2. Colors for structure, framing, sign surfaces and graphics: In accordance with details.

PART 3 - EXECUTION

3.1 PROJECT IDENTIFICATION SIGN

A. Paint exposed surfaces of supports, framing and surface material; one coat of prime and one coat of exterior paint.

B. Paint graphics in styles, sizes and colors indicated.

3.2 INFORMATIONAL SIGNS

A. Paint exposed surfaces: One coat of primer and one coat of exterior paint.

B. Paint graphics in styles, sizes and colors selected.

C. Install at a height for optimum visibility, on ground-mounted poles of attached to temporary structural surfaces.

3.3 MAINTENANCE

A. Maintain signs and supports in a neat, clean condition; repair damages to structure, framing or sign.

B. Relocate informational signs as required by progress of the work.

3.4 REMOVAL

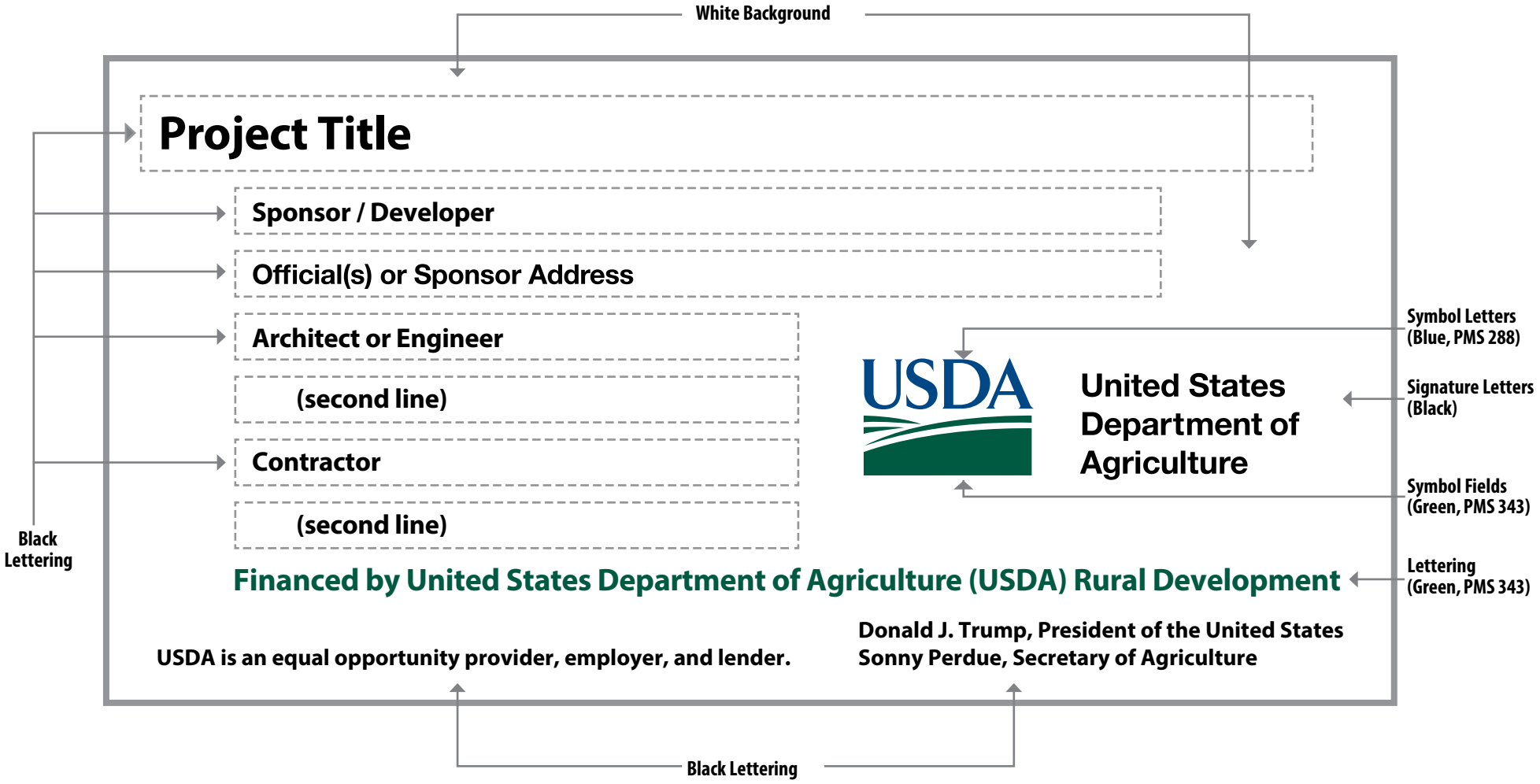
A. Remove signs, framing, support and foundations at completion of the project.

END OF SECTION

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TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica, Arial, or Myriad Pro



SIGN DIMENSIONS : 1200 mm x 2400 mm x 19 mm (approx. 4′ x 8′ x ¾″)
PLYWOOD PANEL (APA RATED A-B GRADE–EXTERIOR)

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Products.

B. Workmanship.

C. Manufacturer's Instructions.

D. Transportation and Handling.

E. Storage and Protection.

F. Contractor Options.

G. Material Source and Subcontractor Approval.

H. Substitutions.

1.2 RELATED REQUIREMENTS

A. Section 011200 - MULTIPLE CONTRACT SUMMARY

B. Section 013300 - SUBMITTAL PROCEDURES: Submittal of manufacturer's drawings, descriptive literature, samples, and certificates.

C. Section 014200 - REFERENCE STANDARDS AND DEFINITIONS: Provision and identification of publication source for referenced standards.

D. Section 017400 – CONSTRUCTION WASTE MANAGEMENT AND CLEANING: Manufacturer's recommendation and procedures for cleaning.

E. Section 017810 - WARRANTIES AND BONDS: Form and time of submission.

F. Section 018230 - OPERATION AND MAINTENANCE DATA: Demonstration and submission of instructions.

1.3 PRODUCTS

A. Products include material, equipment, and systems.

B. Comply with Specifications and referenced standards as minimum requirements.

C. Manufactured and fabricated components required to be supplied in quantity within a Specification section shall be of the same manufacturer and shall be interchangeable.

D. When work of Project involves alteration and addition work, DO NOT use materials and equipment removed from existing structure, except as specifically allowed by notation or indication by Contract Documents.

1.4 WORKMANSHIP

A. Comply with industry standards when more restrictive tolerance or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

MANUFACTURERS' INSTRUCTION

A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.

B. Perform work in accordance with manufacturer's instructions and specified requirements.

C. Should a conflict exist between Specifications and instructions, consult with Architect/Engineer and Construction Manager.

D. All materials must be installed by skilled mechanics in accordance with the best practices of the industry.

1.6 TRANSPORTATION AND HANDLING

A. Arrange deliveries of Products in according to construction schedules, coordinate deliveries to avoid delay of progress, conflict with work and conditions at the site.

B. Transport Products by methods to avoid Product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.

C. Provide equipment and personnel to handle Product by methods to prevent soiling or damage.

D. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.

E. Complete a “Contractor Acceptance of Owner Furnished Material” form for each delivery of the Owner purchased material.

1.7 STORAGE AND PROTECTION

A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.

B. Store sensitive Products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

C. For exterior storage of fabricated Products, place on sloped supports above ground. Cover Products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

E. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged and are maintained under required conditions.

F. After installation, provide coverings to protect Products from damage from traffic and construction operations, remove when no longer needed.

G. All contractors must coordinate and schedule the storage of materials in the laydown area and in the building with the Construction Manager.

1.8 CONTRACTORS OPTIONS

A. Products Specified by Reference Standards or By Description Only: ANY PRODUCT meeting those standards.

B. Product Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications; NO OPTIONS, NO SUBSTITUTIONS.

C. Products Specified by Naming One or More Manufacturers With "Or Equal": SUBMIT A REQUEST FOR SUBSTITUTION for any manufacturer not specifically named.

D. Products Specified by Naming Only One Manufacturer: NO OPTIONS; NO SUBSTITUTION allowed.

1.9 MATERIAL SOURCE AND SUBCONTRACTOR APPROVAL

A. Submit, on forms provided by the Construction Manager, the names and addresses of subcontractors, testing laboratories, and manufacturing sources of materials to be incorporated into or used on this project.

B. Tabulate products by Specifications section number, title and Article number.

C. These forms shall be properly completed and must be submitted to the Construction Manager within ten (10) calendar days after date of Contract.

D. The Architect/Construction Manager upon receipt of properly completed copies of the forms, will promptly review for approval or disapproval and subsequent distribution.

END OF SECTION

SECTION 016300 - PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to requirements of this Section.

B. Closely related requirements specified in other Sections:

1. Specific provisions relative to certain products, and specific requirements relative to acceptability of certain products, are specified in Divisions 02 through 49.

2. No pre-bid substitutions are permitted.

1.2 DESCRIPTION OF REQUIREMENTS

A. This Section specifies general requirements regarding products, product handling, product compliance, and substitutions, including submittal procedures.

1.3 DEFINITIONS

A. Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents.

B. "Products" are items purchased for incorporation in the Work, either by Owner or Contractor and whether specifically purchased for this project or taken from the Contractor's stock. The term "product" as used includes the terms "material", "equipment", "system" and other similar terms.

1. "Named Products" are products identified by use of the manufacturer's name for a product, including make or model designation, as published in product literature, current as of the date of the Contract Documents.

2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined, fabricated or processed to form units of work.

3. "Equipment" includes products with operational parts, whether motorized or manually operated; products that require service connections such as wiring or piping; and other products identified as "equipment" by the Specifications.

C. Substitutions: Products and methods of construction differing from those required or identified as acceptable by the Contract Documents and requested by the Contractor to be deemed acceptable. The

following are NOT subject to the substitution's requirements of this Section:

1. Revisions to the Contract Documents, where requested by the Owner or his representative; these are considered as "changes".

2. Pre-bid Substitutions are not permitted.

3. Contractor options on products and construction methods included in the Contract Documents.

4. The Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities; these do not constitute "substitutions" and do not constitute a basis for Change Orders.

1.4 REQUIREMENTS

A. Comply with the requirements of this Section relative to the selection, coordination, handling and installation of products, except where more stringent or more specific requirements are specified in Division 02 through 49.

B. Comply with the requirements of this Section relative to requests for substitutions.

1.5 SUBMITTAL OF SUBSTITUTION REQUEST

A. Make request for substitution only as specified. Do NOT request substitutions by the submittal's procedure specified in Section 01 33 00: Submittals.

B. Requests for Substitutions:

1. Submit electronic copy of each request for substitution directly to the Architect with a copy to the Construction Manager within 30 days of the date of the Agreement.

2. Identify the product or fabrication or installation method to be replaced by the substitution, including related Specification Section and Drawing numbers.

3. Include the following information, as appropriate, with each request:

a. Reason for proposed substitution.

b. Complete product data, drawings and descriptions of products, and fabrication and installation procedures.

c. Samples where applicable or requested.

d. A detailed comparison of the proposed substitution with the work specified. Include significant qualities such as size, weight, performance characteristics, compliance with requirements and standards, and visual characteristics. Submit in same terms and same order as specified work, to facilitate comparison.

e. Complete coordination information. Identify changes required in other elements of the work to accommodate the substitution, including work performed by other Contractors.

i. Include one of the following:

a) A statement by the Contractor proposing the substitution that he will pay for any additional costs to other Contractors.

b) A statement by each Contractor affected, that identifies changes to the costs, time, arrangement or performance characteristics of his work, and a statement by all other Contractors that the proposed substitution will require no change to the cost, time, arrangement or performance characteristics of their work.

f. A statement that the Contractor agrees to pay design costs or other costs incurred by the Owner in connection with the substitution.

g. A statement indicating the effect the substitution would have on the work schedule including total Contract Time, in comparison to the schedule without the proposed substitution.

h. Complete cost information, including a proposal of the net change in the Contract Sum.

i. Certification by the Contractor to the effect that, in the Contractor's opinion, the proposed substitution shall result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it shall perform adequately in the application indicated. Include in this certification the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

C. Architect Action:

1. Within one week of receipt of the Contractor's request for substitution, the Architect will advise the Contractor of additional information or documentation needed for evaluation of the request, and an estimate of design costs, administrative costs, or other costs to be incurred by Owner.

2. Within 3 weeks of receipt of the request, or within 2 weeks of receipt of the requested additional information or documentation, whichever is later, the Architect will notify the Contractor of either the acceptance or rejection of the proposed substitution.

a. Acceptance will be in the form of a letter, including a statement that a Change Order will or will not be required, and, if required, the changes in cost and time to be included in that Change Order. The Change Order, if required, will be issued within a reasonable time.

b. Rejection will include a statement giving reason for the rejection.

1.6 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same generic kind from a single source.

B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. Select products to be compatible with other products previously selected. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

1.7 REFERENCED STANDARDS

A. Comply with the applicable provisions of codes, standards and specifications referenced in the Section specifying each product.

1. Where products are shown on Drawings but not described in these Specifications, comply with industry standards and regulations applicable to such products.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCE

A. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by

industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include:

1. Specifications including Named Products:

    a. Where only a single product or manufacturer is named, provide the product named, unless the Specifications, by use of the term "Reference Product", "Design Product", or otherwise, indicate possible consideration of other products.

        i. Comply with the "substitutions" procedures of this Section if proposing unnamed product.

    b. Where two or more products or manufacturers are named, provide one of the products named, at the Contractor's option. Do not provide or offer to provide an unnamed product, except as follows:

        i. Where the Specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to the use of these products only nor require pre-bid substitution, the Contractor may, at his option, propose an unnamed product that complies with Contract requirements in accordance with the "Substitutions" procedures of this Section.

2. Specifications which do not name products:

    a. Where the Specifications describe a product or assembly by listing characteristics required, but without use of a brand or trade name, provide product or assembly that provides the specified characteristics and otherwise complies with Contract requirements.

    b. Where the Specifications do not name products, but require compliance with specific performance requirements, provide products that comply with those requirements, and that are recommended by the manufacturer for each specific application. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's project-specific certification of performance.

    c. Where the Specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specified requirements, including the standards, codes and regulations.

3. Specifications requiring matching an established sample: The final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect.

B. Accommodation of Selected Products: Where the Contract Documents indicate details or other requirements based on a specified product, and the Specifications name two or more products or manufacturers for the Contractor's selection, the Contractor shall be responsible for adjustment in details and other requirements to accommodate the product of his selection, at no change to the Contract Sum or Contract Time.

2.2 GENERAL PRODUCT REQUIREMENTS

A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged. Unless specifically required by the Contract Documents to be salvaged, re-used or otherwise restored, provide products that are unused at the time of installation. Provide products that are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

B. Standard Products: To comply with the requirements of the Contract Documents, provide standard products of types that have been produced and used successfully in similar applications on other projects.

C. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced product for which the manufacturer has published assurances that the product and its parts shall be available to the Owner at a later date. A reasonable doubt regarding such future availability will be grounds for rejection of products other than named products.

D. Nameplates: Except for required labels and operating data, do not permanently attach or imprint manufacturers' or producers' nameplates or trademarks on exposed surfaces to view in occupied spaces or on the exterior of the completed project.

1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain product identification and essential operating data, including

information specified for particular nameplates in Divisions 02 through 49.

2.3 SUBSTITUTIONS

A. General: A request for a substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.

B. Conditions: The Architect will consider a request for substitution when the following conditions are met:

1. The request is for the use of a product not named in the Specifications, and where product selection is not limited to named products.

2. The specified product or method is no longer available or cannot be provided in time to comply with the Contract Schedule. The request shall not be considered if the effect on the schedule is a result of the Contractor's failure to place an order within 30 days of award of Contract, to pursue the work expeditiously, or to properly coordinate the work.

3. A substantial net advantage, as determined by the Architect, is offered the Owner, in terms of cost, time, operating efficiency or other factors, after deducting negative factors such as additional compensation to the Architect for redesign and evaluation services, increased costs of other work by other Contractors, or adverse effects on maintenance.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Except where project-specific or more stringent requirements are set forth in the Contract Documents, comply with the manufacturer's instructions and recommendations for installation of products in each application.

B. Anchor each product securely in place, accurately located and aligned with other work.

C. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION

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SECTION 017200 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:

1. Land survey work.
2. Civil engineering services.

1.2 RELATED REQUIREMENTS

A. Section 011200 - MULTIPLE CONTRACT SUMMARY

B. Section 013300 - SUBMITTAL PROCEDURES

C. Section 017700 - CLOSEOUT PROCEDURES

.

1.3 SUBMITTALS

A. Submit name, address and telephone number of Engineer before starting survey work.

B. Upon request, submit documentation verifying accuracy of survey work.

C. All drawings, documentation, and other submittals of the Professional Engineer or Registered Land Surveyor shall bear the appropriate seal of the Professional evidencing licensure in the State where the project is located.

D. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.

E. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Section 01 33 00, "Submittal Procedures" and Section 01 77 00, "Contract Closeout Procedures".

1.4 QUALITY ASSURANCE

A. Surveyor: Engage a Registered Land Surveyor registered in the State where the project is located to perform land surveying services required.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify locations of survey control points prior to starting work. Promptly notify Construction Manager of any discrepancies discovered.

B. The Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the Drawings; any difference which may be found shall be submitted to the Construction Manager for consideration before proceeding with the Work.

C. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before preceding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

1. Do not change or relocate benchmarks or control points without prior written approval from Construction Manager. Promptly report to Construction lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.

2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

D. Establish and maintain a minimum of one (1) permanent benchmark on the site, referenced to data established by survey control points.

E. Existing Utilities and Equipment: 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.

1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

3.2 PERFORMANCE

A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.

2. As construction proceeds, check every major element for line, level and plumb.

B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.

1. Record deviations from required lines and levels and advise the Construction Manager when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

C. Site Improvements: Contractor responsible for site improvements to locate and layout site improvements, including pavements, stakes for grading, fills and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.

D. Building Lines and Levels: General Construction Contractor to maintain controls for structures, building foundations, column grids and locations, floor levels and control lines and levels required for building Work. Verify grades, lines, levels, locations, and dimensions as indicated. Report any

errors or inconsistencies in the above and obtain direction from the Construction Manager before commencing Work.

E. Existing Utilities: Contractor encountering a conflict shall furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction to local authorities having jurisdiction.

END OF SECTION

SECTION 017300 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Requirements and limitations for cutting and patching of Work.

1.2 RELATED REQUIREMENTS

A. Section 011200 - MULTIPLE CONTRACT SUMMARY: Work by Owner or by separate Contractors.

B. Section 016300 – PRODUCTS SUBSTITUTION PROCEDURES

C. Individual Specifications Sections: Cutting and patching incidental to work of that Section.

1.3 DESCRIPTION

A. Execute cutting, fitting, and patching, including excavation and backfill, required to complete the Work and to:

1. Remove existing services, lines and equipment and the installation of new services, lines, and equipment, except as shown otherwise.

2. Make its several parts fit together properly.

3. Uncover portions of the Work to provide for installation of ill-timed work.

4. Remove and replace defective work.

5. Remove and replace work not conforming to requirements of Contract Documents.

6. Remove samples of installed work when specified for testing.

7. Provide routine penetrations of non-structural surfaces for installation of electrical services and conduit.

1.4 SUBMITTALS

A. Submit written request to Architect through the Construction Manager in advance of executing any cutting or alteration which in the opinion of the Construction Manager affects:

1. The structural value or integrity of any element of the Project.

2. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

3. The efficiency, operational life, maintenance, or safety of operational elements.

4. The visual qualities of sight-exposed elements.

5. Work of Owner or separate Contractor.

B. Include in request:

1. Identification of the Project.
2. Location and description of affected work.
3. The necessity for cutting, alteration or excavation.
4. Description of the proposed work:

    a. The scope of cutting, patching, alteration, or excavation.
    b. The trades who will execute the work.
    c. Products proposed to be used.
    d. The extent of refinishing to be done.

5. Alternatives to cutting and patching.
6. Written permission of affected separate Contractor.
7. Date and time work will be executed.

C. Obtain approval prior to proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with specifications and standards for each specific product involved. Use materials identical to existing materials.

B. For any change in materials, submit request for substitution in accordance with Section 01 60 00.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching. Do not cut and patch operating or safety related elements that will result in reduction of capacity to perform.

B. After uncovering work, inspect the conditions affecting the installation of Products, or performance of the work.

C. Report unsatisfactory or questionable conditions to the Construction Manager in writing; do not proceed with the work until the Construction Manager has provided further instructions.

D. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Provide adequate temporary support as deemed necessary by the Construction Manger to assure the structural value or integrity of the affected portion of the Work.

B. Provide devices and methods to protect other portions of the Project from damage.

C. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.3 PERFORMANCE

A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive patching and finishing.

B. Execute excavating and backfilling by methods which will prevent settlement of damage to other work.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

D. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

1. All excessive patching and refinishing shall be performed by applicable trades, with costs borne by contractor requiring openings.

E. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.

1. For continuous surfaces, refinish to nearest intersection.
2. For an assembly, refinish the entire unit.

3.4 COORDINATION FOR CHASES/OPENING AND INSERTS

A. Contractors or other trades requiring chases or openings in new walls shall furnish the Construction Manager with a detailed drawing or sketch showing the size and location of each and every chase or opening required, if this information is not transmitted before the new walls, partitions, floors, etc. are built, new openings will be provided at the expense of the Contractor or trade who failed to provide the necessary information in a timely manner.

B. Each trade shall be responsible for maintaining supervisory personnel on the job to assist in coordination and laying out of required chases or openings while the work is being performed by the responsible prime contractor.

C. Unless otherwise noted or indicated, each Contractor or trade shall furnish and install ALL sleeves, thimbles and inserts necessary for the installation of his work at the proper time as not to delay the progress of the project or impede the work of any other Contractor or trade.

D. Coordination drawings shall be required for Specification Divisions 05, 09 (Ceilings/Bulkheads), 21, 22, 23, 26, 27, and 28 which shall constitute agreement by the Contractors performing this work that these shall be the basic plan for installation. These Contractors agree that they will make only minor adjustments to this plan of installation without formal revision of the coordination drawings. In all cases, they will keep the space requirements of the other Contractors as limitations on their own installations.

END OF SECTION

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SECTION 017400 – CONSTRUCTION WASTE MANAGEMENT AND CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Execute cleaning and disposal of waste materials, debris and rubbish during construction.

B. Final cleaning of project including interior and exterior.

1.2 RELATED REQUIREMENTS

A. GENERAL CONDITIONS of the CONTRACT: Cleaning Up.

B. Section 011200 - MULTIPLE CONTRACT SUMMARY.

C. Section 017700 - CLOSEOUT PROCEDURES.

D. Individual Specifications Sections: Specific cleaning for product or work.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

1.4 DESCRIPTIONS

A. EACH PRIME CONTRACTOR IS RESPONSIBLE FOR CLEAN UP OF ALL WASTE MATERIALS, DEBRIS AND RUBBISH FROM HIS WORK AND THE WORK OF HIS SUB-CONTRACTORS. Maintain areas under Contractor's control-free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.

B. Dumpster and Covered Containers for deposit of debris and rubbish shall be provided under the General Construction Contract including periodic disposal of accumulations or extraneous materials. When appropriate, separate dumpsters will be provided for each type of recyclable material. Each Prime Contractor will participate in this program, if offered and will separate his recyclable materials into each dumpster. Offending

Contractors will be backcharged for time spent removing improperly sorted and disposed of materials.

D. Each Prime Contractor shall include a clean-up line item in their schedule of values.

E. Each Prime Contractor shall clean up daily and remove to a dumpster provided by the General Contractor all scrap, trash and debris resulting from the Contractor's activities. The General Contractor will also periodically organize a project clean up by all Contractors working on site. Those Contractors on site shall provide labor to assist in this cleanup. Should any Prime Contractor fail to perform such clean-up within a twenty-four (24) hour written or verbal notice or fail to keep all material and equipment stored in a neat and orderly manner, the Construction Manager shall authorize another Prime Contractor to perform this service on behalf of the offending Prime Contractor and deduct costs from any payments due the offending Prime Contractor. Because of the difficulty of maintaining separate accounting records of the costs authorized by the Construction Manager in providing clean-up and storage service when the Contractor fails to do so, each Prime Contractor authorizes the Construction Manager to make reasonable itemized estimates of such costs, which estimates are agreed to be final, conclusive and binding. (After the building is enclosed, the General Contractor shall also provide a laborer 16 hours per week to broom sweep the project's interior floor areas with approved sweeping compound to control dust. General Contractor shall provide a separate line item on the schedule of values for this laborer to broom sweep these areas.)

F. Removal from site of all demolition debris will be by the contractor performing the demolition activity.

PART 2 - PRODUCTS

2.1 CLEANING PRODUCTS

A. USE ONLY those materials which will not create hazards to health or property, and which will not damage finishes and surfaces.

B. To control excess dust, the General Contractor shall provide adequate supply of proper dust control additives / compounds. This dust control

compound shall be utilized and made available for sweeping operations by all prime contractors.

C. USE ONLY materials and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning, or as often as needed, to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

B. Dispose of waste materials, cartons, crating, debris and rubbish at designated waste receptor provided by the General Contractor (i.e. dumpster, truck, etc.) and which shall be disposed of at legal disposal areas away from the site.

C. The General Contractor shall serve as the lead contractor for coordinating and maintaining a clean project site. It shall be the General Contractor's responsibility to broom sweep the project on a weekly basis prior to enclosed building and on a daily basis after the building is enclosed. This does not eliminate the responsibility of other Prime Contractors for clean up of materials and waste caused by their actions or installation of work.

3.2 DISPOSAL

A. Unless stated otherwise in Bid Package Description, the General Contractor will remove collected waste materials, debris and rubbish from site as soon as dumpster/truck is full and dispose of off-site, in a lawful manner. This project requires that recyclable refuse materials be recycled when possible.

3.3.1 FINAL CLEANING

A. Prior to final cleaning each Prime Contractor shall remove all debris, extra material etc. from the building to the dumpsters provided by the General Contractor. The General Contractor will provide final cleaning of the building interior. If after a building space is finally cleaned a

contractor returns to the cleaned space and creates a condition where the space needs to be cleaned a second time. The Prime Contractor responsible will be charged for the second cleaning service.

B. The General Contractor shall provide the following as part of final cleaning.
   1. Clean exposed exterior and interior hard-surfaced areas to a dirt-free condition, free of stains, films and similar foreign substances.
   2. Restore reflective surfaces to their original condition. Polish mirrors and glass, taking care not to scratch surfaces.
   3. Provide interior and exterior final cleaning of all windows and glass surfaces.
   4. Remove labels that are not permanent.
   5. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
   6. Sweep concrete floors broom clean in unoccupied spaces.
   7. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
   8. Wipe surfaces of mechanical, electrical and elevator equipment and similar equipment. Remove excess lubrication, paint and other foreign substances.
   9. Clean plumbing fixtures to a sanitary condition and free of stains.
   10. Clean light fixtures, lamps and globes.
   11. Leave project clean and ready for occupancy.

C. The Sitework Contractor shall 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. Sweep paved areas broom clean. Remove petrochemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved to a smooth, even textured surface. This process will need to occur just prior to turning the project over to the Owner.

D. Each Prime Contractor shall provide the final cleaning required within the specifications assigned to their scope of work. See Multiple Contract Summary for additional final cleaning responsibilities.

END OF SECTION

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Administrative provisions for Substantial Completion and for Final Acceptance.

1.2 RELATED REQUIREMENTS

A. GENERAL CONDITIONS OF THE CONTRACT: Fiscal provisions, legal submittals, and additional administrative requirements.

B. Section 002100 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS: Liquidated damages may be applicable.

C. Section 011200 – MULTIPLE CONTRACT SUMMARY

D. Section 017400 – CONSTRUCTION WASTE MANAGEMENT AND CLEANING

E. Section 017810 – WARRANTIES AND BONDS

F. Section 017820 – SPARE PARTS AND MAINTENANCE MANUALS

G. Section 017839 – PROJECT RECORD DOCUMENTS

H. Section 018230 – OPERATION AND MAINTENANCE DATA

1.3 SUBSTANTIAL COMPLETION

A. When Contractor considers his Work is substantially complete, he shall submit to Construction Manager:

1. A written notice that the Work, or designated portion thereof, is substantially complete.

2. A list of items to be completed or corrected.

B. Should Architect/Engineer/Construction Manager determine that the Work IS NOT substantially complete, Construction Manager will notify Contractor in writing, listing observed deficiencies.

C. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion to the Construction Manager.

D. When Architect/Engineer finds Work is substantially complete, he will prepare a Certificate of Substantial Completion in accordance with provision of General Conditions.

1.4 FINAL INSPECTION

A. When contractor considers the Work is complete, he shall submit to Construction Manager a certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
5. Operation of systems has been demonstrated to Owner's personnel.
6. Work is completed and ready for final inspection.

B. Should Architect/Engineer/Construction Manager inspection find Work incomplete, Construction Manager will promptly notify Contractor, in writing, listing observed deficiencies.

C. Contractor shall remedy deficiencies and send a second written Certification of Final Completion to Construction Manager.

D. When Architect/Engineer/Construction Manager finds Work is complete, he will consider closeout submittals.

1.5 CLOSEOUT SUBMITTALS

A. Submit following documents to Construction Manager:

1. Certificates of Inspection required for equipment, mechanical and electrical systems of each respective Section throughout Project Manual.

B. Project Record Documents: In accordance with Section 017839.

C. Operating and Maintenance Data, Instructions to Owner's Personnel: To requirements of Section 018230.

D. Warranties and Bonds: In accordance with Section 017810.

E. Keys and Keying Schedule

F. Spare Parts and Maintenance Materials: In accordance with each respective specification Section.

G. Evidence of Payment and Release of Waivers: In accordance with General Conditions of the Contract.

H. Consent of Surety to Final Payment.

I. Certificate of Insurance for Products and Completed Operations: In accordance with Supplementary Conditions.

1.6 STATEMENT OF ADJUSTMENT OF ACCOUNTS

A. Submit to Construction Manager a final statement reflecting adjustments to Contract Sum indicating:

1. Original Contract Sum.
2. Previous Change Orders.
3. Change under allowances.
4. Changes under unit prices.
5. Deductions for uncorrected Work.
6. Deductions for liquidated damages.
7. Deductions for re-inspection payments.
8. Other adjustments to total contract sum as adjusted.
9. Previous payments.
10. Sum remaining due.

B. Construction Manager will issue a Final Change Order, reflecting approved adjustments to the Contract Sum not previously made by Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

A. Submit application for final payment in accordance with provisions of the General Conditions of the Contract.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION

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SECTION 017810 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Preparation and submittal of warranties and bonds.

B. Schedule of submittals.

1.2 RELATED REQUIREMENTS

A. INSTRUCTIONS TO BIDDERS: Bid Bonds.

B. GENERAL CONDITIONS of the CONTRACT: Performance Bond and Labor and Material Payment Bonds (AS REQUIRED), Warranty and Correction of Work.

C. Section 017700 - CLOSEOUT PROCEDURES.

D. Section 018230 - OPERATION AND MAINTENANCE DATA.

E. Individual Specifications Sections: Warranties and bonds required for specific Products or Work.

1.3 FORMS OF SUBMITTALS

A. Bind in commercial quality 8 1/2 x 11 inch three-ring side binders with hardback, cleanable, plastic covers.

B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS", with title of Project, name, address and telephone number of contractor and name of responsible principal.

C. Table of Contents: Neatly typed in the sequence of the Table of Contents of the Project Manual with each item identified with the number and title of the specification section in which specified and the name of Product or Work item.

D. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing. Provide full information using separate typed sheets as

necessary. List subcontractor, supplier and manufacturer with name, address and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds as required, executed in duplicate by responsible subcontractors, suppliers and manufacturers within ten (10) days after completion of the applicable item of work. Except for items put into use with Owners' permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

B. Verify that documents are in proper form, contain full information and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.

B. Make other submittals within ten (10) days after Date of Substantial Completion prior to final Application for Payment.

C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.6 SUBMITTALS REQUIRED

A. Submit Warranties, Bonds, Service and Maintenance Contracts as specified in the respective Sections of the Specifications, "As Appropriate To This Project".

PART 2 - PRODUCTS (Not Applicable).
PART 3 - EXECUTION (Not Applicable).

END OF SECTION

SECTION 017820 - SPARE PARTS AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Products required.

B. Storage and delivery of products.

1.2 RELATED REQUIREMENTS

A. Section 016000 – PRODUCT REQUIREMENTS

B. Section 017700 – CLOSE-OUT PROCEDURES

C. Section 018230 – OPERATION AND MAINTENANCE DATA

D. Individual Specifications Sections: Specific spare parts and materials required.

1.3 PRODUCTS REQUIRED

A. Provide quantities of products, spare parts, maintenance tools and maintenance materials specified in individual sections to be provided to Owner in addition to that required for completion of Work.

B. Products: Identical to those installed in the Work. Include quantities in original purchase from supplier or manufacturer to avoid variations in manufacturer.

1.4 STORAGE, MAINTENANCE

A. Store products with products to be installed in the Work under provisions of Section 016000.

B. After delivery of products to site, maintain spare products in same space and condition as products to be installed in the Work.

C. Maintain spare products in original containers with labels intact and legible until delivery to Owner.

1.5 DELIVERY

A. Coordinate with Owner THROUGH THE CONSTRUCTION MANAGER: Deliver and unload spare products to Owner at Project site and obtain receipt prior to final payment.

PART 2 – PRODUCTS (Not applicable).

PART 3 – EXECUTION (Not applicable).

END OF SECTION

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Maintenance of Record Documents and Samples.

B. Submittal of Record Documents and Samples.

1.2 RELATED REQUIREMENTS

A. GENERAL CONDITIONS of the CONTRACT: Documents at the site.

B. Section 017700 - CLOSEOUT PROCEDURES

C. Section 018230 - OPERATION AND MAINTENANCE DATA

D. Individual Specifications Sections: Manufacturer's Certificates of Inspection.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store Record Documents and Samples in field office apart from documents used for construction. Provide files, racks and secure storage for Record Documents and Samples.

B. Label and file Record Documents and Samples in accordance with Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

C. Maintain Record Documents in a clean, dry and legible condition. DO NOT use Record Documents for construction purposes.

D. Keep Record Documents and Samples available for inspection by Architect/Engineer/Construction Manager.

1.4 RECORDING

A. Label each document "PROJECT RECORD" in neat, large, printed letters.

B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information on prints. The final plot shall show all pertinent changes and shall be marked "As Built", dated and signed by Contractor. Submit "As Built" documents to the Construction Manager for their review.

C. Record information concurrently with construction progress. DO NOT CONCEAL any work until required information is recorded.

D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:

1. Measured depths of elements of foundation in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the construction.
4. Field changes of dimension and detail.
5. Changes made by Modifications.
6. Details not on original Contract Drawings.
7. References to related Shop Drawings and Modifications.
8. Revisions to electrical circuitry.
9. Revisions to duct sizes and routing.
10. Changes made by change orders.
11. Changes made following Architect’s written order.

E. Specifications: Legibly mark each item to record actual construction, including:

1. Manufacturer, trade name, catalog number of each product actually installed, particularly optional items and substitute items.
2. Changes made by Addenda and Modifications.

F. Other Documents: Maintain manufacturer's certifications, inspection certifications, field test records and other similar items required by individual Specifications sections.

1.5 SUBMITTAL

A. At Contract Closeout, deliver Record Documents and Samples under provisions of Section 017700.

B. Transmit one (1) original and three (3) copies of complete sets of marked-up prints to Construction Manager with cover letter copied to Architect, listing:

1. Date.
2. Project title and number.
3. Contractor's name, address and telephone number.
4. Title and number of each Record Document.
5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION

SECTION 018100 – COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Commissioning is a systematic process of ensuring that all building systems perform interactively according to the owner's project requirements and operational needs. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing and training.

B. Commissioning during the construction phase is intended to achieve the following specific objectives according to the Contract Documents.

1. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted minimum standards and that they receive adequate operational check-out by installing contractors.
2. Verify and document proper performance of equipment and systems.

C. The commissioning process does not take away from or reduce the responsibility of the installing contractors to provide a finished and fully functioning product.

D. Related Sections:

1. See Divisions 21, 22, 23 and 26 for additional mechanical, plumbing and electrical commissioning requirements.

1.2 REFERENCES, RESOURCES

A. ASHRAE Guideline 0-2005: The Commissioning Process, ASHRAE, 2005

B. ASHRAE Guideline 1.1-2007: HVAC&R Technical Requirements for the Commissioning Process, ASHRAE, 2007

C. ASHRAE Guideline 4-1993: Preparation of Operations & Maintenance Documentation for Building Systems, ASHRAE, 1993

1.3 DEFINITIONS

A. Use of terms and abbreviations referring to the Building Automation and Automatic Temperature Controls (BAS/ATC) Contractor and the Testing and Balancing (TAB) Contractor shall be understood to mean the Subcontractors to the HVAC Contractor for these specific portions of the Work.

1.4. COORDINATION

A. Commissioning Team: The members of the commissioning team consist of the Commissioning Authority (CA), the Owner's Construction Manager (CM), the designated representative of the Owner, the General Construction Contractor (GC), the Architect and Design Engineers (particularly the Mechanical engineer) (A/E, the Mechanical or HVAC Contractor (HVAC), the Plumbing Contractor (PC), the Fire Protection Contractor (FPC), the Electrical Contractor (EC), the Test and Balance Sub-Contractor (TAB) representative, the Controls Sub-Contractor (CC), or any other installing subcontractors or suppliers of equipment. The Owner's facilities staff is also a member of the commissioning team.

B. Management: The CA for this Project has been hired by the Owner. The CA directs and coordinates the commissioning activities and reports to the Owner and the A/E.

C. Scheduling: The CA will provide the initial schedule of primary commissioning events using the information gathered from the commissioning scoping meeting. The Commissioning Plan provides a format for this schedule. The timeline is fine-tuned as construction progresses. In particular, thirty (30) days prior to startup of the primary HVAC equipment, the CA meets with the CM, Owner and Contractors and develops a detailed commissioning schedule. The CA will approve the commissioning schedule.

1. The CM shall coordinate requirements of the Construction Scheduling with this work.

1.5 COMMISSIONING PROCESS

A. Commissioning Process: The following narrative provides a brief overview of the typical commissioning tasks during construction and the general order in which they occur.

1. Commissioning during construction begins with an initial commissioning meeting conducted by the CA where the commissioning process is reviewed with the commissioning team members.
2. Additional meetings will be required throughout construction, scheduled by the CA with necessary parties attending, to plan, scope, coordinate, schedule future activities and resolve problems.
3. Equipment documentation is submitted to the CA during normal submittals, including detailed start-up procedures.
4. The Contractors develop the full start-up plan by combining the manufacturer's detailed start-up and check-out procedures from the O&M manual and the normally used field check-out sheets.
5. The Contractors submit all completed start-up plan documentation to the CA for review and approval.
6. The CA develops, executes and documents functional performance test procedures.
7. Items of non-compliance are resolved at commissioning meetings.
8. Items of non-compliance in material, installation or set up are corrected at the Contractor's expense and the system retested.
9. Contractor / manufacturer equipment start-ups, ATC installation and head-end programming, and the preliminary TAB report are completed four (4) weeks prior to Substantial Completion. This includes submission of all associated documentation to the CA, which is required to allow sufficient time for the CA's Functional Testing. Contingent on these items and weather conditions, functional testing may be completed prior to occupancy.
10. Deferred testing is conducted, as specified or required.

1.6 RESPONSIBILITIES

A. The responsibilities of various parties in the commissioning process are provided in this section. The responsibilities of the HVAC Contractor as well as the HVAC Contractor's TAB, and Controls Sub-Contractors are in Division 23. The responsibility of the Plumbing Contractor if any, can be found in Division 22. The responsibility of the Electrical Contractor if any, can be found in Division 26. It is noted that the services for the

Construction Manager, Owner, Architect, Mechanical and Electrical Designers/Engineers, and Commissioning Authority are not provided for in this contract. That is, the Contractor is not responsible for providing their services. Their responsibilities are listed here to clarify the commissioning process.

B. All Parties

1. Attend the initial commissioning meeting conducted at the start of construction, the commissioning meeting should be held thirty (30) days prior to start-up of the primary equipment and additional meetings as necessary.

C. Architect (of the A/E)

Construction and Acceptance Phase

1. Perform normal submittal review, construction observation, record drawing preparation, and O&M manual approval in accordance with Division 1, etc. as contracted.
2. Provide any design narrative documentation requested by the CA.
3. Coordinate resolution of the system deficiencies identified during commissioning, according to the contract documents.
4. Prepare and submit final record basis of design documentation for inclusion in the O&M Manuals.

Warranty Period

5. Coordinate resolution of design non-conformance and design deficiencies identified during warranty period commissioning.

D. Mechanical and Electrical Designers / engineers (of the A/E)

Construction and Acceptance Phase

1. Perform normal submittal review, construction observation, record drawing preparation, and O&M manual approval in accordance with Division 1, etc., as contracted.
2. Provide any design narrative and sequence documentation requested by the CA.
3. Participate in the resolution of system deficiencies identified during commissioning, according to the contract documents.
4. Prepare and submit the final record basis of design and operating parameters documentation for inclusion in the O&M Manuals.
5. Provide a presentation at one of the training sessions for the Owner's personnel. The Designers/Engineers will provide an

overview of the major systems and equipment in the facility, including for each system the basis of design, why the system was chosen, an overview of its operation and interactions with other systems, any special areas to be aware of, etc.

Warranty Period

6. Participate in the resolution of non-compliance, non-conformance and design deficiencies identified during commissioning during warranty period commissioning.

E. Commissioning Authority (CA)

The CA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating or construction management. The CA may assist with problem solving non-conformance or deficiencies, but ultimately that responsibility resides with the Contractors and the A/E. The primary role of the CA is to ensure that the Owner's project requirements are achieved through the construction and operation of the facility.

Construction and Acceptance Phase

1. Installation Observation: The CA shall observe installation of each type of commissioned feature and system to ensure that they are properly installed according to the contract documents and manufacturers' instructions and that other building systems or components are not compromising the performance of the feature.
2. The CA coordinates and directs the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
3. Coordinate the commissioning work and, with the GC and Owner, ensure that commissioning activities are being included in the master schedule.
4. Plan and conduct a commissioning scoping meeting and other commissioning meetings.
5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and check out procedures.
6. Approve systems start-up by reviewing start-up reports and by selected site observation.

7. Oversee sufficient construction and start-up (construction checklist) of the control system and review the final point-to-point check-out completed by the Controls Subcontractor.
8. Develop, execute and document functional performance test procedures.
9. Maintain a corrective action list and a separate testing record. Provide to the Owner written progress reports and test results with recommended actions.
10. Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.
11. Provide a final commissioning report. The final commissioning report shall include an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report shall contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
    a. Equipment meeting the Owner's project requirements.
    b. Equipment meeting the equipment specifications.
    c. Equipment ensuring proper installation.
    d. Functional performance and efficiency.
    e. Equipment documentation
    f. All outstanding non-compliance items shall be specifically listed.
    g. Recommendations for improvement to equipment or operations, future actions, Commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented. The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

Warranty Period

12. Coordinate and supervise required seasonal or deferred testing and deficiency corrections and provide the final testing documentation for the commissioning record and O&M Manuals.

F. Owner's Construction Manager (CM)

Construction and Acceptance Phase

1. The Owner manages the CA contract
2. The CM arranges for facility operating and maintenance personnel to attend various field commissioning activities and field training sessions according to the Commissioning Plan – Construction Phase.
3. Provide scheduling activities for all commissioning work. Seek and receive input from CA.

Warranty Period

4. Ensure that all seasonal or deferred testing and any deficiency issues are scheduled and addressed.

1.7 SYSTEMS TO BE COMMISSIONED

A. The systems that shall be commissioned in this project include but are not limited to the following:

1. Central building automation systems, including remote monitoring through the graphical user interface using a standard Web browser (this excludes any security-related control systems or interlocks).
2. Equipment of the heating, ventilating and air conditioning systems. Equipment will be tested at a 25% sampling rate.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 MEETINGS

A. Initial Commissioning Meeting. Within ninety (90) days of commencement of construction, the CA will schedule, plan and conduct a commissioning scoping meeting with the entire commissioning team in attendance. Meeting minutes will be distributed to all parties by the CA. Information gathered from this meeting will allow the CA to prepare the *Commissioning Plan*, which will also be distributed to all parties.

B. Equipment Start-up Coordination Meeting. Thirty (30) days prior to start-up of the primary HVAC equipment, the CA meets with the CM, Owner and Contractors and develops a detailed commissioning schedule. Prior to this meeting, the Contractors shall submit to the CA the full start-up plan.

C. Miscellaneous Meetings: Other meetings will be planned and conducted by the CA as construction progresses. These meetings will cover coordination, deficiency resolution and planning issues with particular Contractors.

3.2 REPORTING

A. The CA will provide regular reports to the Owner and CM with increasing frequency as construction and commissioning progresses. Standard forms are provided and referenced in the *Commissioning Plan*.

B. The CA will regularly communicate with all members of the commissioning team, keeping them apprised of commissioning progress and scheduling changes through progress reports.

C. Testing or review approvals and non-conformance and deficiency reports are made regularly with the review and testing as described in later sections.

3.3 SUBMITTALS

A. Provide one copy of approved shop drawings and start-up reports for all commissioned equipment to the CA. Supplement the shop drawing data with the manufacturer's installation and start-up procedures. This material should be identical to the literature which will be included in the Operation and Maintenance Manuals.

B. The CA may request additional design narrative from the A/E and Controls Subcontractor, depending on the completeness of the basis of design documentation and sequences provided with the Specifications.

C. These submittals to the CA do not constitute compliance for O&M Manual documentation. The O&M Manuals are the responsibility of the Contractor, though the A/E will approve them.

3.4 START-UP AND INITIAL CHECK-OUT

A. The following procedures apply to all equipment to be commissioned.

B. General: Contractor start-ups are important to ensure that the equipment and systems are hooked up and operational. It ensures that functional performance testing (in-depth system check-out) may proceed without unnecessary delays. Each piece of equipment receives full Contractor start-up. No sampling strategies are used. The start-up for a given system must be successfully completed prior to formal functional performance testing of equipment or subsystems of the given system.

C. Start-up and Initial Check-Out Plan: The primary role of the CA in this process is to ensure that there is written documentation that each of the manufacturer recommended procedures have been completed.

1. The Contractors develop the full start-up plan by combining the manufacturer's detailed start-up and check-out procedures from the O&M Manual and the normally used field check-out sheets. The plan shall include checklists and procedures with specific boxes or lines for recording and documenting the checking and inspections of each procedure and a summary statement with a signature block at the end of the plan.
2. The Contractors submit all completed start-up plan documentation to the CA for review and approval.
3. For systems that may not have adequate manufacturer start-up and check-out procedures, particularly for components being integrated with other equipment, the contractor should provide the added necessary detail and documenting format to the CA for approval, prior to execution.
4. The full start-up plan shall consist of the following:
   a. The manufacturer's standard written start-up procedures copied from the installation manuals with check boxes by each procedure and a signature block added by hand at the end
   b. The manufacturer's normally used field check-out sheets.

D. Execution of Start-up and Check-out Procedures

1. Thirty (30) days prior to start-up, the Contractors and Vendors schedule start-up and initial check-out with the A/E and CA. A commissioning meeting will be held at this time for all parties.
2. The Contractors and Vendors shall execute start-up and provide the CA with a signed and dated copy of the completed start-up and check-out procedures.

3. Only individuals that have direct knowledge and witnessed that a line item task on the prefunctional checklist was actually performed shall initial or check that item off. It is not acceptable for witnessing supervisors to fill out these forms.

E. Deficiencies, Non-Conformance and Approval in Checklists and Start-up

1. The Contractors shall clearly list any outstanding items of the initial start-up and check-out procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CA within two (2) days of test completion.
2. The CA will review the report and submit either a non-compliance report or an approval form to the CM. The installing Contractors or Vendors shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner, and shall notify the CA as soon as outstanding items have been corrected and resubmit an updated start-up report and a Statement of Correction on the original non-compliance report. When satisfactorily completed, the CA will recommend approval of the start-up plan to the CM.

3.5 FUNCTIONAL PERFORMANCE TESTING

A. The CA shall execute all functional performance testing.

B. Objectives and Scope: The objective of functional performance testing is to determine that each system is operating according to the documented Owner's Project Requirements (OPR), Basis of Design (BOD) and Contract Documents. Functional testing facilities bringing the systems from a state of substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.

In general, each system should be operated through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part and full load) where there is a specified system response. Verifying each sequence in the sequences of operation is required. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall also be tested.

C. Coordination and Scheduling: The Contractors shall provide sufficient notice to the CA regarding their completion schedule for the start-up of all equipment and systems. The CA shall provide written notice of testing dates.

In general, functional testing is conducted after start-up has been satisfactorily completed. The control system is sufficiently tested and approved by the CA before it is used for TAB or to verify performance of other components or systems. The air balancing and water balancing is completed and debugged before functional testing of air related or water related equipment or systems. Testing proceeds from components to subsystems to systems. When the proper performance of all interacting, individual systems has been achieved, the interface or coordinated responses between systems is checked.

D. Problem Solving: The CA will recommend solutions to problems found, however the burden of responsibility to solve and correct problems is with the Contractors and A/E.

3.6 DOCUMENTATION, NON-CONFORMANCE AND APPROVAL OF TESTS

A. Documentation: The CA will document the results of all functional performance tests using the specific procedural forms developed for that purpose. The CA will include the filled-out forms in the Commissioning Record.

B. Non-Conformance:

1. If the Contractor is available, corrections of minor deficiencies identified may be made during the tests at the discretion of the CA. In such cases the deficiency and resolution shall be documented on the procedure form.
2. Every effort shall be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. However, the CA will not be pressured into overlooking deficient work or loosening acceptance criteria to satisfy scheduling or cost issues, unless there is an overriding reason to do so at the request of the CM.
3. As tests progress and a deficiency is identified, the CA discusses the issue with the executing contractor.

a. When there is no dispute on the deficiency, the Contractor accepts responsibility to document and complete the corrective action.
b. If there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible, the deficiency shall be documented and submitted to the A/E and Owner for further review. Final interpretive authority is with the A/E. Final acceptance authority is with the CM.

3.7 WARRANTY PERIOD TESTING

A. During the warranty period, the CA shall complete seasonal testing (tests delayed until weather conditions are closer to the system's design). The A/E shall coordinate resolution of design non-conformance and design deficiencies identified during warranty period commissioning. Any final adjustments to the O&M manuals and record drawings due to the testing shall be made.

END OF SECTION

SECTION 018230 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Format and content of manuals.

B. Instruction of Owner's personnel.

C. Schedule of submittals.

1.2 RELATED REQUIREMENTS

A. Section 013300 - SUBMITTAL PROCEDURES

B. Section 017700 - CLOSEOUT PROCEDURES

C. Section 017839 - PROJECT RECORD DOCUMENTS

D. Section 017810 - WARRANTIES AND BONDS

E. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

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

1.4 FORMAT

A. Prepare data in the form of an instructional manual for use by Owner's personnel.

B. Binders: Commercial quality, 8 1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; one inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

C. Covers: Identify each binder with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS"; list title of project and identify separate structures as applicable; identify subject matter of contents.

D. Arrange content by systems, under section numbers and sequence of Table of Contents of this Project Manual.

E. Provide tabbed leaf for each separate product and system with typed description of product and major component parts of equipment.

F. Text: Manufacturer's printed data or typewritten data on 20 pound paper.

G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

H. Submit three copies of the completed manual at least 14 days in advance of the Contractors request for final payment.

1.5 CONTENTS, EACH VOLUME

A. Table of Contents: Provide title of Project; names, addresses and telephone numbers of Architect/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation; delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations to component parts of equipment and systems to show control and flow diagrams.

E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranties and Bonds: Bind in copy of each.

1.6 MANUAL FOR MATERIALS AND FINISHES

A. Building Products, Applied Materials and Finishes: Include product data with catalog number, size, composition and color and texture designations.

B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.

C. Moisture-Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition and details of installation. Provide recommendations for inspection, maintenance and repair.

D. Additional Requirements: As specified in Individual Specifications Sections.

E. Provide complete information, "As Appropriate To This Project", for products specified in.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Each item of Equipment and Each System: Include description of unit or system and component parts. Give function, normal operating characteristics and limiting conditions. Include performance curves with engineering data and tests and complete nomenclature and commercial number of replacement parts.

B. Panel Board Circuit Directories: Provide electrical service characteristics, controls and communications.

C. Include as-installed color-coded wiring diagrams.

D. Operating Procedures: Include start-out, break-in and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown and emergency instructions. Include summer, winter and any special operating instructions.

E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balance and checking instructions.

F. Provide servicing and lubrication schedule and list of lubricants required.

G. Include manufacturer's printed operation and maintenance operations.

H. Include sequence of operation by controls manufacturer.

I. Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

J. Provide as-installed control diagrams by controls manufacturer.

K. Provide Contractor's coordination drawings with as-installed color-coded piping diagrams.

L. Provide charts of valve tag numbers with location and function of each valve, keyed to flow and control diagrams.

M. Provide list of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.

N. Additional Requirements: As specified in individual Specifications Sections.

O. Provide complete information, "As Appropriate To This Project", for products specified in all divisions of the specification.

1.8 INSTRUCTION OF OWNER PERSONNEL

A. Before final inspection, instruct Owner's designated personnel in operation, adjustment and maintenance of products, equipment and systems, at as agreed upon times. Manufacturer’s representatives should be brought in for specialized training / maintenance and operating instructions as identified as required with in each specification section. Video Tape instruction sessions and provide 2 copies of each training / instruction session to the owner for their use. Label each CD or Video Cassette appropriately. For equipment requiring seasonal operation,

perform instructions for other seasons within six months of substantial completion.

B. Use operation and maintenance manuals as basis of instruction. Review contents of manuals with personnel in detail to explain all aspects of operation and maintenance.

C. Prepare and insert additional data in Operation Maintenance Manual when need for such data becomes apparent during instruction.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION